

4.9 PUBLIC SERVICES

4.9.1 ALTERNATIVE A – PROPOSED PROJECT

WATER SUPPLY

A water and wastewater feasibility study was prepared by HydroScience Engineers, Inc., which analyzes the water and wastewater demands of the Proposed Project, and is included in this report as **Appendix D**. Additionally, a groundwater study was conducted by WorleyParsons Komex, Inc. and is included as **Appendix G**.

The water supply system is described in **Section 2.2.8**. All on-site water demands (including fire flow) would be met by on-site wells and storage, except for recycled water. Recycled water would be supplied from treated effluent from either an on-site wastewater treatment plant or from the Laguna Subregional Waste Water Treatment Plant (WWTP), which maintains recycled water pipelines adjacent to the site. Should the project connect to the Subregional sewer system, the volume of sewage provided to the Laguna WWTP would exceed the required recycled water deliveries for the project and thus would be a less-than-significant demand on recycled water. As discussed in **Section 5.2.8**, the Tribe would coordinate with the WWTP and the City of Rohnert Park to pay appropriate connection fees and ongoing service for recycled water.

An analytical drawdown model was developed for predicting water-level impacts due to pumping in the Wilfred Site vicinity. Hydrographs and time-drawdown graphs for wells in the City of Rohnert Park's well field indicate that drawdown tends to stabilize at a new level about four months after a change in pumping. Therefore, it is assumed that groundwater levels near the Wilfred Site would adjust to the proposed pumping rate and that stable, though lower, groundwater levels would be reached after a period of approximately four months (KOMEX, 2007a). Additionally, the City of Rohnert Park plans to decrease reliance on groundwater wells as discussed in **Section 3.9.1**. **Section 4.3** provides further discussion of project effects to groundwater. Given that the City's water system would not be utilized and that a stable local-groundwater level is expected after use of on-site wells, a less-than-significant impact to public water systems would occur.

WASTEWATER

Facility components were used to calculate the wastewater flows for Alternative A. The facility program provided for Alternative A (**Table 2-1** in **Section 2.0**) describes what type of restaurants are proposed, the respective number of seats where applicable, the number of hotel rooms, square footage of facility areas, etc. Average and peak wastewater flows were obtained from analysis of similar gaming facilities. **Table 4.9-1** summarizes the projections of wastewater volumes generated by Alternative A (HydroScience, 2008). Wastewater flows at gaming facilities are typically higher

on the weekday evenings and on weekends. This assumption is based on the higher utilization of facilities outside of normal business hours. For example, showrooms and nightclubs typically operate during weekday evenings and weekends.

TABLE 4.9-1
ALTERNATIVE A – PROJECTED WASTEWATER FLOWS

Area Description	Estimated Occupancy			Factor (%)		Wastewater Flow (gpd)	
	Number	Units	gpd/Unit	Weekday	Weekend	Weekday	Weekend
Casino Gaming and Support Areas	226	1,000 ft ²	425	80%	100%	77,000	97,000
Buffet	500	Seats	40	80%	100%	16,000	20,000
Coffee Shop	225	Seats	40	80%	100%	8,000	9,000
Food Court	210	Seats	40	80%	100%	7,000	9,000
Leased Restaurants	680	Seats	60	80%	100%	33,000	41,000
Nightclub	6.5	1,000 ft ²	500	50%	100%	2,000	4,000
Bars (7)	350	Seats	35	80%	100%	10,000	13,000
Lounges (2)	400	Seats	35	80%	100%	12,000	14,000
Event Center	1,500	Seats	35	0%	100%	0	53,000
Banquet Room	1,000	Seats	30	0%	100%	0	30,000
Spa	20	1,000 ft ²	750	66%	100%	10,000	15,000
Pool Concessions	50	Seats	35	50%	100%	1,000	2,000
Pool Grill	50	Seats	40	50%	100%	1,000	2,000
Hotel	300	Rooms	150	90%	100%	41,000	45,000
Total Wastewater Generated						218,000	354,000

NOTES: Gaming area flows include flows associated with patrons' use of casino slot machines, tables, high limit slots, Asian games, and the employees required to serve these patrons.

gpd = gallons per day

All flow values were rounded to the nearest 1,000 gpd.

SOURCE: HydroScience Engineers, Inc., 2008; AES, 2006.

Average weekend demand would be approximately 354,000 gpd. The design flows are higher than the projected flows to provide a safety factor for design and to account for the lack of flow equalization. Alternative A would either convey wastewater to the Laguna Subregional Wastewater WWTP or construct a new wastewater treatment facility on site.

Off-Site Option

The Laguna WWTP has an average daily dry weather flow of 17.5 million gallons per day (MGD); (City of Santa Rosa, 2006) and an average daily dry weather capacity of 21.3 MGD (**Appendix D**). This is sufficient capacity to accept project flows of 0.35 MGD. The ability of the Laguna WWTP to

accept flows at projected growth and build-out of member cities is analyzed in **Section 4.12**, Cumulative Effects.

Connection of Alternative A to the Laguna WWTP could occur by connection to the City of Rohnert Park gravity sewer system, connection to the City's new force main, or construction of a force main directly to the Laguna WWTP (**Figure 2-5**). The first scenario involves routing wastewater through new sanitary sewers and the existing sanitary sewer on Redwood Drive to the Rohnert Park effluent pump station as envisioned in the Northwest Specific Plan. From the pump station, wastewater would flow through a new 30-inch force main or an existing 24-inch force main, and finally to the Laguna WWTP. Available capacity of this trunk sewer varies between 650 and 1,800 gallons per minute (gpm; Jenkins, pers. comm., 2005). There is available capacity for projected average flows of Alternative A (151 gpm) and peak diurnal flows (500 gpm). Variations in capacity due to peak periods could be met by routing wastewater from the site during low flow periods. The second conveyance scenario would be to pump directly to the City's sewer force main. Although possible, the City has indicated that this would not be permitted. The third scenario would include the development of a new pump station and force main conveying wastewater directly to the Laguna WWTP. For all three scenarios, treatment and conveyance to the Laguna WWTP is subject to political, environmental, and other external factors, including conditions of approval from the City of Rohnert Park (conveyance) and City of Santa Rosa (treatment). As the WWTP and existing lines currently have capacity to convey flows from Alternative A, the impact to capacity is considered less than significant. Should wastewater be treated at the Laguna Subregional WWTP, it would be up to the Laguna Subregional WWTP partners to determine how the project would be considered in allocation calculations. As mitigation in **Section 5.2.8**, it is recommended that the Tribe pay for its fair share of the amendments to the Master Plan, and appropriate environmental documentation, if necessary.

On-Site Option

If treatment at the Laguna WWTP is infeasible, wastewater would be treated on-site with an Immersed Membrane Bioreactor System (MBR). The wastewater treatment facilities for Alternative A would be built with the recommended capacity of 400,000 gpd (**Appendix D**). Description of MBR components and the on-site wastewater system are described in **Section 2.2.7** and **Appendix D**. On-site recycled water use would be maximized. Wastewater effluent would be disposed of using seasonal storage ponds/sprayfields and discharge to the Laguna de Santa Rosa (Laguna). Tertiary-treated effluent would be stored in seasonal storage ponds (typically during the dry season) and then applied to sprayfields year-round at agronomic rates (**Figure 2-6**). Discharge to the Laguna de Santa Rosa would occur during the wet season through the Bellevue-Wilfred Channel. If discharge to the Laguna were infeasible, the seasonal storage and sprayfield requirements would be increased (**Figure 2-7**).

The amount of wastewater generated by the Tribe's project is a small fraction of the wastewater processed at the Laguna Sub-regional Wastewater Treatment Plant. Both the Tribe and the Laguna Sub-regional Wastewater Treatment Plant would be restricted by the terms of a National Pollutant Discharge Elimination System (NPDES) permit from discharging wastewater into the Laguna when Russian River flows fall below 1,000 cubic feet per second (cfs), as measured at the Hacienda Bridge. High flows in the Russian River typically mean high flows in the Laguna de Santa Rosa, a tributary to the Russian River. Finally, the proposed on-site wastewater treatment plant would treat project wastewater to an extremely high level (see **Sections 2.2.7, 4.3.1, and Appendix D**). Given the relatively minimal discharge proposed by Alternative A and the high receiving water flows, which would dilute the discharge and minimize the effect to water quality (see **Section 4.3.1**), the development of an on-site wastewater facility would result in a less-than-significant impact to the regional wastewater treatment system. In addition, the regional wastewater discharge to the Laguna has recently decreased due to diversion to the Geysers Recharge Project, as described in **Section 3.9**.

SOLID WASTE

Construction

Construction of Alternative A would result in a temporary increase in waste generation. Potential solid waste streams from construction are expected to include the following:

- Paper, wood, glass, and plastics from packing materials, waste lumber, insulation, and empty non-hazardous chemical containers;
- Excess concrete from construction practices;
- Excess metal, including steel from welding/cutting operations, packing materials, and empty non-hazardous chemical containers, and aluminum from packing materials and electrical wiring.

Waste that cannot be recycled would be disposed of at the Redwood Landfill or another disposal site, which accepts construction/demolition materials. This impact would be temporary and not significant. Nonetheless, additional mitigation measures are included in **Section 5.2.8** that would reduce the amount of construction/demolition materials disposed of at the Redwood Landfill.

Operation

The California Integrated Waste Management Board (CIWMB) has established waste generation rates for the operation of different business types and residences. The rate is expressed as tons per employee per year. The waste generation resulting from Alternative A's various components is estimated to be 12.1 tons per day (**Table 4.9-2**).

TABLE 4.9-2
SOLID WASTE DISPOSAL ESTIMATE – ALTERNATIVE A

Employment Category	Estimated Number of Jobs	Business Type	Rate (Tons/employee/year)	Tons per year	Tons per day
Gaming	995	38 ^a	0.9	896	2.5
Hotel	225	32 ^b	2.1	473	1.3
Food and Beverage	830	29 ^c	3.1	2,573	7.0
Other Dept	10	33 ^d	1.7	17	0.1
Administrative	50	33	1.7	85	0.2
Marketing	50	33	1.7	85	0.2
Maintenance	105	33	1.7	179	0.5
Security	135	38	0.9	122	0.3
Total	2,400			4,430	12.1

NOTES: ^a Includes SIC code 79 Amusement and Recreation Services
^b Includes SIC code 70 Hotels
^c Includes SIC code 58 Eating and Drinking Places
^d Includes SIC code 73 Business Services

SOURCE: AES, 2006; CIWMB, 2004.

The Tribe would contract with Rohnert Park Disposal or Sonoma County disposal services to dispose of solid waste generated by Alternative A. Waste would be hauled to one of five landfills in the region. Most waste from the County is transferred to the Redwood Landfill.

If an on-site wastewater treatment plant were built, it would produce sludge (biosolids) that would be dewatered using a belt press and then periodically disposed of, either on site through reuse or off site at a landfill. Biosolids would be trucked off-site for disposal at the Redwood Landfill approximately once a week. All biosolids dewatering and storage facilities would be contained indoors and the air scrubbed to minimize odors.

The project would not affect City or County diversion goals as Tribal land is classified as out-of-state waste and is not calculated in local waste diversion statistics (CIWMB, 2006). Alternative A is expected to generate 12.1 tons per day, which would be disposed at one of five landfills in the region. Most waste would be transferred to the Redwood Landfill, which is permitted to receive a maximum of 2,300 tons per day. Project generated waste represents approximately 0.5 percent of the Redwood Landfill's permitted daily intake (CIWMB, 2006b). Alternative A's projected solid waste generation is considered an insignificant contribution to the waste stream and is not expected to significantly decrease the life expectancy of the landfill. Additionally, the Tribe's MOU with Sonoma County provides that one or more intergovernmental agreements may be negotiated by parties to address any

significant effects that occur within the County. However, mitigation is included in **Section 5.2.8** to further reduce the amount of waste transferred to landfill.

ELECTRICITY, NATURAL GAS, AND TELECOMMUNICATIONS

Based on similar gaming facilities, Alternative A would have an approximate connected electrical load of 26.5 watts per square foot. The total connected electrical load would be approximately 20 megawatts. This is a conservative estimate based on National Electricity Code (NEC) calculations, which generally overestimate project demands to assure adequate power is supplied. Additionally, the load estimate assumes that all square footage is used for casino purposes while a hotel and other components of the project would likely have less demand per square foot. Projected electrical load and demand would be prepared by an electrical engineer and submitted upon application for service.

Emergency generators would be provided to service the proposed facilities in the event of a loss of service from the Pacific Gas and Electric (PG&E) grid. Use of the generators would be restricted to emergency purposes only. Three 1.5 megawatt diesel generators and one 1.5 megawatt backup generator would provide a total of 6 megawatts for the casino. The generators would be located near the loading dock of the casino building and would have noise attenuating housing. One 500-750 kilowatt emergency diesel generator would potentially serve the wastewater treatment plant.

In order to provide electrical service to the Wilfred Site, trenching and backfilling to the nearest PG&E power pole along Wilfred Avenue or Labath Avenue and installation of a pad-mounted transformer would be required. The transformer would step down the voltage of the 12-kilovolt power lines to accommodate the needs of Alternative A. These are standard improvements that would be required of any new connection to a 12-kilovolt power line. PG&E has sufficient capacity to accommodate the operation of Alternative A (Rivero, pers. comm., 2005). Therefore, implementation of Alternative A is expected to result in a less-than-significant impact to electricity services provided by PG&E. Nonetheless, mitigation measures have been identified in **Section 5.2.8** to reduce the electrical demand of the project.

The nearest natural gas transmission line is located along Stony Point Road, and the nearest distribution line is located along Wilfred Avenue, adjacent to the Wilfred Site. PG&E has identified that the transmission line along Stony Point Road has the capacity to service the operation of Alternative A (Harris, pers. comm., 2005). It is uncertain whether the 4-inch diameter distribution line would need to be resized to serve the project. Therefore, Alternative A could potentially impact natural gas services provided by PG&E. Mitigation is provided in **Section 5.2.8**, which would reduce the impact to less than significant.

AT&T currently provides telephone service adjacent to the Wilfred Site and extension of phone service would be required for the operation of Alternative A. Installation of a pedestal box on Wilfred Avenue would serve the casino/hotel resort. A pedestal box is a junction point (cabinet) where AT&T connects feeder cables to distribution cables to serve a particular area. The installation of a pedestal box at this location is not a planned extension and the Tribe would be responsible for the cost of installation and extension of services to the Wilfred Site. AT&T has the capacity to service Alternative A and the Tribe would pay for needed improvements. Therefore, a less-than-significant impact to local phone services would result (Graves, pers. comm., 2005).

PUBLIC HEALTH AND SAFETY

Once land is taken into trust, State and local laws and ordinances pertaining to public health and safety would not be applicable to activities on the Wilfred Site. Therefore, there is a concern that these issues would be neglected, impacting the health and safety of customers and employees. Hazardous materials are discussed in **Section 4.10**. Issues regarding building codes, building inspections, fire inspections, food safety and swimming pools are discussed below.

As discussed in **Section 2.2**, the Tribe would enter into a Tribal-State Compact, as required by the Indian Gaming Regulatory Act (IGRA) to govern the conduct of Class III gaming activities, or comply with procedures established by the Secretary of the Interior (pursuant to IGRA and 25 C.F.R. 291) in the event that the State and the Tribe are unable to agree to a compact. All recent (1999 – present) Tribal-State Compacts in California have included regulations regarding building codes and food safety. All compacts have required compliance with either the Uniform Building Code or California Building Code and inspections by a State designated agency. Recent compacts have also required inspections for fire safety and life safety in which a State designated agency must be notified and entitled to attend. Recent compacts have required that tribes adopt and comply with standards no less stringent than State public health standards for food and beverage handling. The Compacts have required further that tribes allow inspection of food and beverage services by State, county or city health inspectors, as applicable, during normal hours of operation, to assess compliance with these standards, unless inspections are routinely made by an agency of the United States government to ensure compliance with equivalent standards of the United States Public Health Service. Violations of these standards are treated as violations of the Compact. It is assumed that similar standards will be included in the Tribal-State Compact (or procedures issued by the Secretary of the Interior in lieu of a Compact) with the Tribe. Additionally, it is anticipated that the existing MOU with Rohnert Park would be renegotiated to apply to the Wilfred Site with similar provisions. The MOU included commitments to building codes and inspection as discussed in **Section 2.2**. Given that the Tribal-State Compact (or Secretarial procedures) would require compliance with building codes, fire inspections, and food safety, impacts would be less-than-significant.

Previous compacts have not specifically mentioned public health and safety measures regarding swimming pools. Although it is not in the Tribe's economic interest to operate their pool facilities in a manner that jeopardizes public health, the absence of standards and oversight represents a potentially significant impact to public health. Mitigation is included in **Section 5.2.8** to address swimming pool design and inspection, reducing potential impacts to a less-than-significant level.

The impacts of the project alternatives on traffic operations are discussed in **Section 4.8**. Traffic delays could impact response times for law enforcement, fire protection, and emergency medical service providers. Mitigation for traffic improvements are identified in **Section 5.2.7** to restore traffic operations to levels within acceptable standards or to levels as good as or better than without the project. Therefore with mitigation, no significant increase in emergency response time is expected.

Law Enforcement

Neither the City's Public Safety Department nor the Sonoma County Sheriff's Department would have authority over civil matters on Tribal lands, therefore no impacts from resolving civil disputes would result. Under Public Law 280, the State of California and other local law enforcement agencies have enforcement authority over criminal activities on Tribal land; both county and city law enforcement can enforce criminal law on Reservations. The majority of the Wilfred Site is located within the unincorporated area of Sonoma County and the Sonoma County Sheriff's Department currently provides services to that area. A small portion (3.86 acres) of the Wilfred Site is located within the City of Rohnert Park and is within the jurisdiction of the Rohnert Park Public Safety Department. Nonetheless, absent an agreement to the contrary, given that the majority of the Wilfred Site is currently located within the unincorporated area of Sonoma County, it is assumed that Sonoma County would have jurisdiction to provide primary services to the hotel/casino resort under Public Law 280. The Tribe may enter into a cooperative law enforcement agreement for the provision of primary services from the City of Rohnert Park Public Safety Department; the City has previously assumed primary law enforcement responsibility through a cooperative law enforcement agreement for Creekside Middle School, which is located in the unincorporated portion of the County. State law reinforces that either a city or county may enter into a contract for law enforcement services with the Tribe; California Government Code 54981.7 states that "[a] city or county may enter into a contract with an Indian tribe for the city or county to provide fire protection services and police or sheriff protection services for the Indian tribe either solely on Indian lands, or on the Indian lands and territory adjacent to those Indian lands." Should the northeastern portion of the Wilfred Site (on which the development of the hotel/casino resort is proposed) be annexed prior to land going into trust, the City of Rohnert Park Public Safety Department may have jurisdiction to provide primary services.

Specific effects to crime rates are uncertain (see **Section 4.7** and **Appendix N**), though it is hypothesized that an attraction of the size proposed for Alternative A would result in increased law enforcement activity on the Wilfred site due at least to increased visitors to the site. Without an agreement or compensation for primary law enforcement services there would either be significant impacts to County resources to provide primary services to the hotel/casino resort without degrading existing services or there would be a significant degradation of services throughout the County caused by allocating some existing resources to the Wilfred site. **Section 4.7** discusses the fiscal impacts to Sonoma County including services funded through the General Fund. Law enforcement services incorporated into the fiscal analysis include patrol, administrative functions, dispatch, the District Attorney, the Public Defender, and the court system, among other services (**Appendix N**). Mitigation in **Section 5.2.6** includes an annual contribution, which would cover the Tribe's fiscal impacts to law enforcement services. The MOU with Sonoma County (**Appendix E**), provides for an intergovernmental agreement within 55 days of the publication of the Final EIS (subject to binding arbitration if there is no agreement by this time). The primary objective of the intergovernmental agreement is "to provide for binding and enforceable agreements which insure the timely mitigation of significant environmental effects of the Gaming Project" and to provide for mitigation measures which would mitigate any significant impacts on the off-Reservation environment with regard to a wide variety of topics, including public services and socioeconomic effects. The MOU with the County applies to the Wilfred Site. Also, consistent with Section 8.0 of the anticipated Tribal-State Compact, the Tribe would be committed to providing on-site security for casino operations to reduce and prevent criminal and civil incidents. There is currently no specific, formal agreement for the provision of primary services with the County or City (the current City MOU is primarily a funding mechanism). With the fiscal mitigation listed in **Section 5.2.6**, impacts to the County would be less than significant. As an alternative to the fiscal mitigation, the Tribe could enter into a law enforcement agreement with the County, City, or both. Mitigation is recommended in **Section 5.2.8** to ensure effective on-site security.

Additionally, the Rohnert Park Public Safety Department or other local law enforcement agencies may be contacted by the Sonoma County Sheriff's Department for back-up or emergency mutual/automatic aid services. Mutual/automatic aid services are normally not compensated because they provide beneficial impacts to participating departments and are not used regularly when departments are adequately funded. The Tribe would provide compensation to the County for primary services, which would prevent a reliance on mutual/automatic aid services and ensure a less-than-significant effect. Additionally, if the Tribe contracts with the Rohnert Park Public Safety Department to provide fire protection and emergency medical services to the site (discussed below) it would enhance regional law enforcement protection as firefighters are cross-trained as law enforcement officers. The Tribe has also committed to compensating the City for impacts to law enforcement services under the terms of a MOU with the City. The terms of the MOU with the City of Rohnert Park apply to the Stony Point Site, but not the Wilfred Site (**Appendix E**). Given the

proximity of the Wilfred Site to the Stony Point Site, recent informal discussions with the City and the Tribe, and the recent passage of Tribal resolution 05-14 (which affirms the Tribe's commitment to abide by the principle terms and conditions of the existing City MOU on the Wilfred site), it is assumed that the terms of an MOU for the Wilfred Site would be the same or similar to the existing MOU. Details on recurring and non-recurring contributions to the City for law enforcement services are discussed in **Section 2.2.10**. The MOU with the City of Rohnert Park states that the Tribe and the City agree that the compensation specified in the MOU is sufficient to offset the cost of equipment, other capital improvements, and other expenditures which the City deems necessary or appropriate to mitigate impacts of a gaming facility on the City's law enforcement services.

Alcoholic Beverages

The facilities under Alternative A would serve alcohol that potentially increases problems associated with drunken driving and underage drinking. The risk is similar to that from other businesses serving alcohol such as bars, restaurants and sports venues. These problems lead to increased service calls to the California Highway Patrol (CHP) and local law enforcement.

The Tribe would be required to comply with the terms of an alcohol and beverage license, granted from the California Department of Alcoholic Beverage Control, which regulates alcohol sales. The license limits the hours (6 a.m. to 2 a.m. the following day) and location of alcohol sales and includes restrictions on sale to minors and obviously intoxicated persons. Minors are prohibited from the general premises. Suspected violations of the license are investigated and if supported by evidence may result in suspension or revocation of the license and potentially civil or criminal penalties (California Department of Alcoholic Beverage Control, 2007).

As discussed in **Section 2**, patrons would be required to be 21 years old or over and the Tribe proposes to adopt a "Responsible Alcoholic Beverage Policy" that would include, but not be limited to, checking identification of patrons and refusing service to those who appear to have had enough to drink. With these measures incorporated into the project the impact would be less than significant. While impacts are less than significant, additional mitigation measures are recommended in **Section 5.2.8**, to further improve public safety.

Regarding the effectiveness of mitigation measures, sobriety checkpoints, Responsible Beverage Server Training, and enforcement of legal age limits have been shown to be effective in reducing alcohol-related crashes and fatalities (Center for Disease Control and Prevention, 2007; University of Minnesota, 2006).

Fire Protection Services

Construction

Construction of Alternative A would introduce potential sources of fire to the Wilfred Site. During construction, equipment and vehicles may come in contact with wildland areas and accidentally spark and ignite vegetation. Equipment used during grading and construction activities may also create sparks that could ignite vegetation on the Wilfred Site. This risk, which is similar to those that are found at other construction sites, would be considered potentially significant. Mitigation measures described in **Section 5.2.8** would reduce this risk to a less-than-significant level.

Operation

Once land is transferred into trust, there would be no obligation on a local fire department to provide services to the trust lands. The Bureau of Indian Affairs (BIA) maintains fire management responsibility on trust land. Specific requirements and regulations are included in the MOU among BIA, National Resource Conservation Service (NRCS), and Farm Service Agency Relative to Planning and Implementing U.S. Department of Agriculture Conservation Programs on Indian Lands and between BIA and United States Department of Agriculture (USDA), BIA and California Department of Forestry and Fire Protection (CalFire) Agreement approved December 6, 2006 and Cooperative Fire Protection Agreement between BIA and CalFire approved July 18, 2003; however, the BIA lacks the infrastructure to provide services to the site. The Tribe could contract with the Rincon Valley Fire Protection District, the Rohnert Park Department of Public Safety or another city/county agency pursuant to State law; California Government Code 54981.7 states that “[a] city or county may enter into a contract with an Indian tribe for the city or county to provide fire protection services and police or sheriff protection services for the Indian tribe either solely on Indian lands, or on the Indian lands and territory adjacent to those Indian lands.” Due to the proximity of the Wilfred and Stony Point sites to the City and contributions for facilities in the MOU (discussed below), it is assumed that the Tribe would most likely contract with the City of Rohnert Park for fire protection and emergency medical services.

Operation of Alternative A would result in increased calls for service and a potential decrease in response time to local fire departments. The majority of fire protection impacts would fall upon the provider of primary services, which is assumed to be the City of Rohnert Park for this analysis. **Section 4.7** discusses the fiscal impacts to the City of Rohnert Park including services funded through the General Fund. Fire protection and emergency medical services incorporated into the fiscal analysis include fire protection services and fire/police personnel (as Rohnert Park Public Safety Department officers are cross-trained in fire and law enforcement services). The Tribe has committed to compensating the City and County for impacts to fire protection services. It is assumed that a MOU similar to that for the Stony Point Site will be provided for the Wilfred Site, for the reasons stated above under Law Enforcement. Details on recurring and non-recurring contributions

to the City for fire protection services in the existing MOU are discussed in **Section 2.2.10**. The City of Rohnert Park and the Tribe state in the existing MOU that the compensation detailed within the MOU is sufficient to cover the cost to the City of constructing and equipping a new public safety building that is of sufficient size and quality to mitigate potential impacts of a gaming facility on fire protection and first responder services.

Compliance with building codes and fire inspections are discussed under Public Health and Safety, above. The California Fire Code (CFC) represents the standard for fire code implementation in California. The CFC requires an access road to within 150 feet of any point of a building's exterior wall, but allows the Fire Chief to allow greater distances for buildings with sprinkler systems. The 150-foot limit would be met for all project facilities. In addition, the buildings would include sprinkler systems. Fire road dimensions and marking would meet the CFC requirements. Vegetation in and around the developed areas would be irrigated, further minimizing the risk of fire. Additionally, the timely detection of fires by individuals working in the proposed facilities, early intervention, and firebreaks created by driveways and roads, would likely reduce the size and duration of fires. Water facilities would be constructed to meet adequate fire flow requirements, including those described in CFC Appendix III-A. Similar to the terms of the existing MOU, the Tribe would construct facilities necessary to assure a fire flow of 2,700 to 3,500 gpm for a two-hour duration. Adequate water would be available for fire fighting by providing an on-site water storage tank, pump system, and emergency backup system. As there is currently no signed agreement for providing primary fire protection services, the impact is considered significant. Mitigation measures have been included in **Section 5.2.8** to reduce impacts to a less than significant level.

Additionally, the Rincon Valley Fire Protection District or City of Santa Rosa may be contacted by the Rohnert Park Public Safety Department for back-up or emergency mutual/automatic aid services (to the Wilfred Site or to provide support in other areas of the City). Mutual/automatic aid services are normally not compensated. An agreement for primary services would prevent a reliance on mutual/automatic aid services, ensuring less than significant impacts to mutual/automatic aid services. In addition, the Tribe is funding efforts, which will improve fire protection in the region including a new public safety building as conditions of the MOU with the City of Rohnert Park. The MOU with Sonoma County (**Appendix E**), provides for an intergovernmental agreement following the publication of the FEIS, which addresses any significant impacts that occur within the County. The MOU with the County applies to the Wilfred Site.

Emergency Medical Services

Operation of Alternative A would result in increased calls for emergency medical service and a potential decrease in response time to local emergency responders. Local fire departments provide emergency medical services as they are often the first responders and American Medical Response

(AMR) provides both emergency medical services and ambulance transport services to the Wilfred site. The existing City MOU provides that the Tribe would provide emergency medical training to certain members of its security staff and provide emergency medical equipment, including defibrillators, at the gaming facilities. It is assumed that a MOU similar to that for the Stony Point Site will be provided for the Wilfred Site for the reasons stated above.

Impacts to local fire departments are discussed above. AMR would provide ambulance transport service, which is primarily funded by the individual requiring transport. The Petaluma Fire Department and other local fire departments may be requested to respond for back-up or mutual/automatic aid services. Mutual/automatic aid assists are not intended to occur regularly and are not normally compensated. As emergency medical services including ambulance are primarily funded by the individual requiring service, increased calls for service should primarily fund increased equipment and staffing needs. It is recommended as mitigation that the Tribe enter into a contract with AMR or another entity for ambulance service. With mitigation this impact is less than significant.

The planned closure of Sutter Medical Center would change the dynamic of emergency medical services in the region. Sutter is contractually obligated to the County to provide access to health care through 2016, which means the construction of a new facility or transaction with Santa Rosa Memorial to subsume Sutter's obligations (Sonoma County Health Services, 2007). Thus, it is not anticipated that the number of emergency or other healthcare facilities would be drastically reduced. Santa Rosa Memorial Hospital is planning an expansion of in-patient, emergency and intensive care services to offset the closure. Over the next 10 years expansion includes increasing to 500 in-patient beds, 38 emergency bays, and 38 intensive care beds. The expansion to 38 emergency bays will occur in 2009 (Santa Rosa Memorial Hospital, 2007). The Wilfred site would still be served by multiple hospitals. Both Petaluma Valley Hospital and Santa Rosa Memorial Hospital are less than seven-miles away. Petaluma Valley Hospital includes 9 emergency room beds and 9 intensive care beds (St. Joseph Health System, 2007). Special consideration will be made in the planning process, with regards to an anticipated increase in emergency medical services. As with other privately provided services, increased demand would fund needed improvements or expansions. The funding of these services would be privately provided and thus fiscal impacts to local government would be less than significant.

SCHOOLS

The nearest schools are approximately 1 mile to the east and are on the other side of Highway 101. Furthermore, **Figures 3.8-11, 3.8-14, and 3.9-4** show the El Camino School as being located on Labath Avenue; however, currently this location is in the district office for the Cotati-Rohnert Park Unified School District. Highway 101 serves as a barrier, preventing conflicts between uses of

Alternative A and the nearest schools. Construction and operation of Alternative A would have no direct impact on school services currently provided by Cotati-Rohnert Park Unified School District, Bellevue Union School District or Santa Rosa High School District. As discussed in **Section 2.1.10**, it is anticipated that an MOU similar to that developed for the Stony Point Site would be developed for the Wilfred Site. The MOU states that the Tribe will contribute \$1 million a year in block grants for the Cotati-Rohnert Park School District.

As discussed in **Section 4.11**, the existing labor pool would fill the jobs created by Alternative A. Alternative A is not anticipated to significantly increase demands on school services as it is neither creating housing nor creating a significant influx of residents.

Additionally, Alternative A is not anticipated to decrease school enrollment from causing families to move out of the local area. Second, the Wilfred Site is located away from local schools in a commercial area. Finally, local school enrollment data was examined to determine the impact of similar casinos on school enrollment in other casino communities and their respective Counties to determine whether there were any significant deviations from enrollment trends in the school-year following the opening and/or expansion of a casino (Bay Area Economics, 2007). As shown in **Table 4.9-3** and described in **Section 4.7**, the State Department of Education enrollment data show increases for three out of five casino communities. Most notably, enrollment in the year following the opening or expansion of a casino decreased in two of the five communities, Lincoln and Lakeside, California. In Lincoln, enrollment dipped in the first year after the casino opened, but then increased significantly during the following year. In Lakeside, enrollment was declining annually before the casino opened, and continued with this trend after the casino opened. Compared to their respective counties, all but one of the communities experienced slower growth in the year following the opening of the casino. However, without understanding development trends within each of these counties, it is not possible to determine whether this is related to the casino, or relatively aggressive development elsewhere in the County. As the data trends for each of the casinos and without completing a regression analysis, it is not possible to determine whether these decreases were significantly related to the opening of one of the casinos. Moreover, since enrollment is on the rise in some of the casino communities, the data suggest that over time the presence of the casino does not seem to have a large negative impact on local school enrollment.

4.9.2 ALTERNATIVE B – NORTHWEST STONY POINT CASINO

WATER SUPPLY

Water demand under Alternative B would be the same as Alternative A. As with Alternative A, all on-site water demands would be met by on-site wells and storage. Unlike Alternative A, Alternative B would not include connection to the regional wastewater treatment plant as an option, thus all recycled water would be supplied by the on-site wastewater treatment plant.

TABLE 4.9-3
SCHOOL ENROLLMENT STATISTICS FOR SELECTED CASINO COMMUNITIES 2000-2007

COMMUNITY	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07
Thunder Valley Lincoln, CA							
<i>Western Placer</i>							
Enrollment	6,208	7,040	7,280	7,309	7,160	7,842	8,511
Percentage Change, Yr. to Yr.	N/A	13.4%	3.4%	0.4%	-2.0%	9.5%	8.5%
<i>Placer County</i>							
Enrollment	55,531	58,228	60,716	61,718	62,666	63,742	64,401
Percentage Change, Yr. to Yr.	N/A	4.9%	4.3%	1.7%	1.5%	1.7%	1.0%
Chumash Santa Ynez, CA							
<i>SY Valley + College Elem</i>							
Enrollment	1,688	1,665	1,651	1,656	1,683	1,629	1,563
Percentage Change, Yr. to Yr.	N/A	-1.4%	-0.8%	0.3%	1.6%	-3.2%	-4.1%
<i>Santa Barbara County</i>							
Enrollment	66,012	66,489	67,089	67,517	67,551	67,225	66,508
Percentage Change, Yr. to Yr.	N/A	0.7%	0.9%	0.6%	0.1%	-0.5%	-1.1%
Pala Resort & Spa Pala, CA							
<i>Bonsall Union</i>							
Enrollment	1,579	1,599	1,740	1,865	1,785	1,888	1,830
Percentage Change, Yr. to Yr.	N/A	1.3%	8.8%	7.2%	-4.3%	5.8%	-3.1%
<i>San Diego County</i>							
Enrollment	488,377	494,588	499,750	499,356	498,186	495,228	493,708
Percentage Change, Yr. to Yr.	N/A	1.3%	1.0%	-0.1%	-0.2%	-0.6%	-0.3%
Spa Resort Palm Springs, CA							
<i>Palm Springs Unified</i>							
Enrollment	20,847	21,532	22,067	22,499	23,217	23,689	24,263
Percentage Change, Yr. to Yr.	N/A	3.3%	2.5%	2.0%	3.2%	2.0%	2.4%
<i>Riverside County</i>							
Enrollment	319,910	333,330	349,607	364,857	380,964	395,183	413,059
Percentage Change, Yr. to Yr.	N/A	4.2%	4.9%	4.4%	4.4%	3.7%	4.5%
Barona Valley Ranch Lakeside, CA							
<i>Lakeside Union</i>							
Enrollment	4,913	5,022	4,974	4,871	4,522	4,358	4,294
Percentage Change, Yr. to Yr.	N/A	2.2%	-1.0%	-2.1%	-7.2%	-3.6%	-1.5%
<i>San Diego County</i>							
Enrollment	488,377	494,588	499,750	499,356	498,186	495,228	493,708
Percentage Change, Yr. to Yr.	N/A	1.3%	1.0%	-0.1%	-0.2%	-0.6%	-0.3%

NOTES: Statistics in bold represent enrollment information for the year following a casino opening and/or expansion.

SOURCE: California Department of Education; Bay Area Economics, 2007.

As with Alternative A, an analytical drawdown model was developed for predicting water-level impacts due to pumping in the Stony Point Site vicinity. Hydrographs and time-drawdown graphs for wells in the City of Rohnert Park's well field indicate that drawdown tends to stabilize at a new level about four months after a change in pumping. Therefore, it is assumed that groundwater levels

near the Stony Point Site would adjust to the proposed pumping rate and that stable, though lower, groundwater levels would be reached after a period of approximately four months (Komex, 2007a). Given that the City's water system would not be utilized and that a stable local groundwater level is expected after use of on-site wells, a less-than-significant impact to public water systems would occur. **Section 4.3** provides a discussion of project impacts to groundwater.

WASTEWATER

Alternative B would utilize an on-site wastewater treatment system similar to that described under Alternative A. Facility components and the resulting wastewater generation are identical to those discussed under Alternative A. As with Alternative A, Alternative B would have an average weekday flow of 218,000 and an average weekend flow of 354,000 gpd (**Figure 4.9-1**). Wastewater treatment facilities for Alternative B would include a MBR treatment plant with a designed capacity of 400,000 gpd to allow for peak flows (HydroScience, 2008). Wastewater influent water quality, treatment plant capacity and the methods for wastewater treatment would be the same as previously described in Alternative A due to similarly sized facilities and uses.

Wastewater effluent would be disposed of using seasonal storage ponds, sprayfields and/or discharge to the Laguna. Under the first disposal option, tertiary treated effluent would be stored in seasonal storage ponds (typically during the dry season) and then applied to sprayfields year-round at agronomic rates (**Figure 2-12**). Discharge to the Laguna would occur during the wet season through the Bellevue-Wilfred Channel. As with Alternative A, discharging wastewater into the Laguna would be limited by the terms of a NPDES permit. If discharge to the Laguna were infeasible the seasonal storage and sprayfield requirements would be increased (**Figure 2-13**).

The northern portion of the Stony Point Site is currently used as a sprayfield for reuse of treated effluent from the Laguna WWTP. Under Alternative B, this portion of the Stony Point Site would be used for development of the casino/hotel resort and for sprayfields used to discharge project wastewater. Thus, Alternative B would reduce the acreage available for regional wastewater reuse. The implementation of the Geysers Recharge Project reduced the demand on Subregional Reclamation Systems sprayfields from approximately 6,400 to 3,600 acres (Santa Rosa, 2004a). The annual irrigation volume required by the system decreased from 3,700 million gallons to 2,100 million gallons, a reduction of 1,600 million gallons. It is assumed that approximately 180 acres for wastewater disposal could be obtained from other areas including areas which previously were used for sprayfields by the Laguna WWTP before the Geysers Recharge Project. Therefore, the removal of the Stony Point Site from use as sprayfields by the Laguna WWTP would not significantly impact sprayfield discharge options for the Subregional Reclamation System. As an independent wastewater treatment system would be used and impacts to municipal wastewater disposal areas would be less than significant, the overall impact to public wastewater services is less than significant.

SOLID WASTE

Construction

Construction of Alternative B would result in a temporary increase in waste generation. Potential solid waste streams from construction are similar to those discussed under Alternative A. Waste that cannot be recycled would be disposed of at the Redwood Landfill or another disposal site, which accepts construction/demolition materials. This impact would be temporary and not significant. Additional mitigation measures are included in **Section 5.2.8** that would reduce the amount of construction/demolition materials disposed of at the Redwood Landfill.

Operation

Operation of Alternative B includes the same number of employees as Alternative A and it is therefore expected to generate the same amount of waste as Alternative A. According to the MOU between the City and the Tribe, the Tribe would either retain Rohnert Park Disposal's services or conduct a competitive bidding process to select the contractor to dispose of solid waste generated by Alternative C (**Appendix E**). Alternative B is expected to generate 12.1 tons per day (**Table 4.9-2**), which represents approximately 0.5 percent of the Redwood Landfill's permitted daily intake. The on-site WWTP will produce sludge (biosolids) that will periodically need to be disposed of, either onsite through reuse or offsite at a landfill as discussed under Alternative A. Waste would be outhauled to one of five landfills in the region. Most waste from the County is transferred to the Redwood Landfill. The amount of waste generated by Alternative B would have a less-than-significant impact on disposal and landfill facilities. Additionally, the Tribe's MOU with Sonoma County provides that one or more intergovernmental agreements may be negotiated by parties to address any significant effects that occur within the County. Mitigation measures in **Section 5.2.8** are recommended to reduce the amount of solid waste.

ELECTRICITY, NATURAL GAS, AND TELECOMMUNICATIONS

Alternative B has the same components as Alternative A and the total connected electrical load would be approximately 20 megawatts. Emergency generators would be provided as described above under Alternative A. In order to provide electrical service to the Stony Point Site, trenching and backfilling to the nearest PG&E power pole along Stony Point Road (adjacent to the Stony Point Site) and installation of a pad-mounted transformer would be required. The transformer would step down the voltage of the 12-kilovolt power lines to accommodate the needs of Alternative B. PG&E has sufficient capacity to accommodate the operation of Alternative B (Rivero, pers. comm., 2005). Therefore, implementation of Alternative B is expected to result in a less than significant impact to electricity services provided by PG&E. Nonetheless, mitigation measures have been identified in **Section 5.2.8** to reduce the electrical demand of the project.

AT&T currently provides telephone service adjacent to the Stony Point Site and extension of phone service would be required for the operation of Alternative B. Installation of a pedestal box on Wilfred Avenue near the junction of Stony Point Road would serve the development. The installation of a pedestal box at this location is not a planned extension and the Tribe would be responsible for the cost of installation and extension of services to the Stony Point Site. AT&T has the capacity to service Alternative B (Graves, pers. comm., 2005) and the Tribe would pay its share of development costs for service; therefore, a less-than-significant impact to local phone services would result.

PUBLIC HEALTH AND SAFETY

Once land is taken into trust, State and local laws and ordinances pertaining to public health and safety would not be applicable to activities on the Stony Point Site. See the discussion under Alternative A which describes building and food safety standards that would be included in the Tribal-State Compact (or procedures issued by the Secretary of the Interior in lieu of a Compact) with the Tribe. Additionally, the MOU with the City, which applies to Alternative B, includes commitments to building codes and inspection as discussed in **Section 2.2**. Given that the Tribal-State Compact (or Secretarial procedures) and MOU with the City would require compliance with building codes, fire inspections, and/or food safety, impacts would be less than significant.

Previous compacts and the MOU with the City have not specifically mentioned public health and safety measures regarding swimming pools. Although it is not in the Tribe's economic interest to operate their pool facilities in a manner that jeopardizes public health, the absence of standards and oversight represents a potentially significant impact to public health. Mitigation is included in **Section 5.2.8** to address swimming pool design and inspection, reducing potential impacts to a less than significant level.

As discussed for Alternative A, mitigation improvements are identified in **Section 5.2.7** to restore traffic operations to levels within acceptable standards or to levels as good as or better than without the project. Therefore, with mitigation, no significant increase in emergency response times is expected.

Law Enforcement

Neither the City's Public Safety Department nor the Sonoma County Sheriff's Department would have authority over civil matters on Tribal lands, therefore no impacts from resolving civil disputes would result. Given that the Stony Point Site is currently located within the unincorporated area of Sonoma County, it is assumed that Sonoma County would have jurisdiction to provide primary services to the hotel/casino resort under Public Law 280. As discussed for Alternative A, the Tribe

may enter into a cooperative law enforcement agreement for the provision of primary services from the City of Rohnert Park Public Safety Department.

Although specific effects to crime rates are uncertain (see **Section 4.7** and **Appendix N**), an attraction of the size proposed for Alternative B would result in increased law enforcement activity on the Stony Point Site due to increased visitors to the site. Without an agreement or compensation for primary law enforcement services there would either be significant impacts to County resources to provide primary services to the hotel/casino resort without degrading existing services or there would be a significant degradation of services throughout the County caused by allocating some existing resources to the Stony Point Site. **Section 4.7** discusses the fiscal impacts to Sonoma County including services funded through the General Fund. Law enforcement services incorporated into the fiscal analysis include patrol, administrative functions, dispatch, the District Attorney, the Public Defender, and the court system, among other services (**Appendix N**). Mitigation in **Section 5.2.6** includes an annual contribution, which would ensure the Tribe reduces fiscal impacts law enforcement services. The MOU with Sonoma County (**Appendix E**), provides for an intergovernmental agreement following the publication of the Draft EIS, which addresses any significant impacts that occur within the County. The MOU with the County applies to the Stony Point Site. Also, consistent with Section 8.0 of the anticipated Tribal-State Compact, the Tribe would be committed to providing on-site security for casino operations to reduce and prevent criminal and civil incidents. There is currently no specific, formal agreement for the provision of primary services with the County or City (the current City MOU is primarily a funding mechanism). With the fiscal mitigation listed in **Section 5.2.6**, impacts to the County would be less than significant. As an alternative to the fiscal mitigation, the Tribe could enter into a law enforcement agreement with the County, City, or both. Mitigation is recommended in **Section 5.2.8** to ensure effective on-site security.

Additionally, the Rohnert Park Public Safety Department or other local law enforcement agencies may be contacted by the Sonoma County Sheriff's Department for back-up or emergency mutual/automatic aid services. Mutual/automatic aid services are normally not compensated because they provide beneficial impacts to participating departments and are not used regularly when departments are adequately funded. The Tribe would provide compensation to the County for primary services, which would prevent a reliance on mutual/automatic aid services and ensure a less than significant effect. Additionally, if the Tribe contracts with the Rohnert Park Public Safety Department to provide fire protection and emergency medical services to the site (discussed below) it would enhance regional law enforcement protection as firefighters are cross-trained as law enforcement officers.

The Tribe has committed to compensating the City for impacts to law enforcement services. The terms of the Memorandum of Understanding (MOU) with the City of Rohnert Park apply to the

Stony Point Site (**Appendix E**). Details on recurring and non-recurring contributions to the City for law enforcement services are discussed in **Section 2.2.10**. The MOU with the City of Rohnert Park states that the Tribe and the City agree that the compensation specified in the MOU is sufficient to offset the cost of equipment, other capital improvements, and other expenditures which the City deems necessary or appropriate to mitigate impacts of a gaming facility on the City's law enforcement services.

Alcoholic Beverages

Impacts to public safety from serving alcoholic beverages would be similar to Alternative A, given the similar size and scope of facilities under Alternative B. The Tribe would be required to comply with the terms of an alcohol and beverage license, granted from the California Department of Alcoholic Beverage Control. Project measures to reduce impacts from alcohol consumption are the same as those discussed under Alternative A. While impacts are less than significant, additional mitigation measures are recommended in **Section 5.2.8**, to further improve public safety. Mitigation includes support of sobriety checkpoints, Responsible Beverage Server Training, and enforcement of legal age limits, which have been shown to be effective in reducing alcohol-related crashed and fatalities (Center for Disease Control and Prevention, 2007; University of Minnesota, 2006).

Fire Protection Services

Construction

Construction of Alternative B would introduce potential sources of fire to the Stony Point Site. This risk is described under Alternative A and would be considered potentially significant. Mitigation measures described in **Section 5.2.8** would reduce this risk to a less-than-significant level.

Operation

As discussed for Alternative A, the Tribe could contract with the Rincon Valley Fire Protection District, the Rohnert Park Department of Public Safety or another city/county agency for fire protection and emergency medical services. Due to the proximity of the Stony Point Site to the City and contributions for facilities in the MOU (discussed below), it is assumed that the Tribe would most likely contract with the City of Rohnert Park for fire protection and emergency medical services.

Operation of Alternative B would result in increased calls for service and a potential decrease in response time to local fire departments and emergency responders. The majority of fire protection impacts would fall upon the provider of primary services, which is assumed to be the City of Rohnert Park for this analysis. **Section 4.7** discusses the fiscal impacts to the City of Rohnert Park including services funded through the General Fund. The Tribe is committed to compensating the City and County for impacts to fire protection services. Details on recurring and non-recurring contributions

to the City for fire protection services in the MOU are discussed in **Section 2.2.10**. Measures incorporated into project design to reduce the risk of fire including California Fire Code (CFC) design standards and fire flow requirements are the same as those discussed for Alternative A. As there is currently no signed agreement for providing primary fire protection services, the impact is considered significant. Mitigation measures have been included in **Section 5.2.8** to reduce impacts to a less than significant level.

Additionally, the Rincon Valley Fire Protection District or City of Santa Rosa may be contacted by the Rohnert Park Public Safety Department for back-up or emergency mutual/automatic aid services (to the Stony Point Site or to provide support in other areas of the City). Mutual/automatic aid services are normally not compensated. An agreement for primary services would prevent a reliance on mutual/automatic aid services, ensuring less than significant impacts to mutual/automatic aid services. In addition, the Tribe is funding efforts, which will improve fire protection in the region including a new public safety building as conditions of the MOU with the City of Rohnert Park. The MOU with Sonoma County (**Appendix E**), provides for an intergovernmental agreement following the publication of the FEIS, which addresses any significant impacts that occur within the County.

Emergency Medical Services

Operation of Alternative B would result in increased calls for emergency medical service and a potential decrease in response time to local emergency responders. The existing MOU provides that the Tribe would provide emergency medical training to certain members of its security staff and provide emergency medical equipment, including defibrillators, at the gaming facilities. Impacts to local fire departments are discussed above. AMR would provide ambulance transport service, which is primarily funded by the individual requiring transport. The Petaluma Fire Department and other local fire departments may be requested to respond for back-up or mutual/automatic aid services. Mutual/automatic aid assists are not intended to occur regularly and are normally not compensated. As emergency medical services including ambulance are primarily funded by the individual requiring service, increased calls for service should primarily fund increased equipment and staffing needs. It is recommended as mitigation in **Section 5.2.8** that the Tribe enter into a contract with AMR or another entity for ambulance service. With mitigation this impact is less than significant.

Impacts to other emergency services including hospitals are similar to those discussed for Alternative A. Increased emergency services as a result of the project should be taken into consideration for planning purposes. As with other privately provided services, increased demand would fund needed improvements or expansions. The funding of these services would be privately provided and thus fiscal impacts to local government would be less than significant.

SCHOOLS

Highway 101 serves as barrier preventing conflicts between uses of Alternative B and the nearest schools. As with Alternative A, Alternative B would have no direct impact on school services provided by Cotati-Rohnert Park Unified School District, Bellevue Union School District or Santa Rosa High School District. The MOU with the City of Rohnert Park states that the Tribe will contribute \$1 million a year to block grants for the Cotati-Rohnert Park School District.

As discussed in **Section 4.11**, the existing labor pool would fill the jobs created by Alternative B. Alternative B is therefore not anticipated to increase demands on school services as it is neither creating housing nor creating a significant influx of residents. As discussed for Alternative A, it is also not anticipated to cause a decline in enrollment trends. Thus impacts to public school services would be less than significant.

4.9.3 ALTERNATIVE C – NORTHEAST STONY POINT CASINO

WATER SUPPLY

Water demand under Alternative C would be the same as Alternative A. As with Alternative A, all on-site water demands would be met by on-site wells and storage. Unlike Alternative A, Alternative C would not include connection to the regional wastewater treatment plant as an option, thus all recycled water would be supplied by the on-site wastewater treatment plant.

As with Alternative A, an analytical drawdown model was developed for predicting water-level impacts due to pumping in the Stony Point Site vicinity. Hydrographs and time-drawdown graphs for wells in the City of Rohnert Park's well field indicate that drawdown tends to stabilize at a new level about four months after a change in pumping. Therefore, it is assumed that groundwater levels near the Stony Point Site would adjust to the proposed pumping rate and that stable, though lower, groundwater levels would be reached after a period of approximately four months (Komex, 2007a). Given that the City's water system would not be utilized and that a stable local groundwater level is expected after use of on-site wells, a less-than-significant impact to public water systems would occur. **Section 4.3** provides a discussion of project impacts to groundwater.

WASTEWATER

As described under Alternative B, construction of an on-site WWTP would provide wastewater treatment and disposal service to Alternative C. Wastewater treatment facilities would be constructed to the east of the Bellevue-Wilfred Channel. Wastewater influent water quality, treatment plant capacity and the methods for wastewater treatment would be the same as previously described in Alternatives A and B due to similarly sized facilities and uses. Effluent disposal options for Alternative C would be the same as for Alternative B, except that the location of the sprayfields,

and surface water discharge would be modified as described in **Section 2.4.7** and displayed in **Figure 2-17** and **Figure 2-18**.

As with Alternative B, Alternative C would reduce the acreage available for regional wastewater disposal. It is assumed that approximately 180 acres for wastewater disposal could be obtained from other areas including the 2,800 acres, which were used for sprayfields before the Geysers Recharge Project. As an independent wastewater treatment system would be used and impacts to municipal wastewater disposal areas would be less than significant, the overall impact to public wastewater services is less than significant.

SOLID WASTE

Construction

Construction of Alternative C would result in a temporary increase in waste generation. Potential solid waste streams from construction are similar to those discussed under Alternative A. Waste that cannot be recycled would be disposed of at the Redwood Landfill or another disposal site, which accepts construction/demolition materials. This impact would be temporary and not significant. Additional mitigation measures are included in **Section 5.2.8** that would reduce the amount of construction/demolition materials disposed of at the Redwood Landfill.

Operation

Operation of Alternative C includes the same number of employees as Alternative A and it is therefore expected to generate the same amount of waste as from Alternative A. According to the MOU between the City and the Tribe, the Tribe would either retain Rohnert Park Disposal's services or conduct a competitive bidding process to select the contractor to dispose of solid waste generated by Alternative C (**Appendix E**). Waste would be hauled to one of five landfills in the region. Most waste from the County is transferred to the Redwood Landfill. Alternative C is expected to generate 12.1 tons per day (**Table 4.9-2**), which represents approximately 0.5 percent of the Redwood Landfill's permitted daily intake. Alternative C's projected solid waste generation is considered an insignificant contribution to the waste stream and is not expected to significantly decrease the life expectancy of the landfill. The on-site WWTP will produce sludge (biosolids) that will periodically need to be disposed of, either onsite through reuse or offsite at a landfill, as discussed under Alternative A. The amount of waste generated by Alternative C would have a less-than-significant impact on disposal and landfill facilities. Additionally, the Tribe's MOU with Sonoma County provides that one or more intergovernmental agreements may be negotiated by parties to address any significant effects that occur within the County. Mitigation measures in **Section 5.2.8** are recommended to reduce the amount of solid waste.

ELECTRICITY, NATURAL GAS, AND TELECOMMUNICATIONS

Alternative C has the same components as Alternative A and the total connected electrical load would be approximately 20 megawatts. Emergency generators would be provided, as described above under Alternative A. Improvements required for electrical service are the same as those discussed under Alternative B. PG&E has sufficient capacity to accommodate the operation of Alternative C (Rivero, pers. comm., 2005). Therefore, implementation of Alternative C is expected to result in a less-than-significant impact to electricity services provided by PG&E. Nonetheless, mitigation measures have been identified in **Section 5.2.8** to reduce the electrical demand of the project.

Improvements needed for natural gas service are the same as those discussed under Alternative B. PG&E has an adequate supply of natural gas to service the operation of Alternative C (Harris, pers. comm., 2005). As supply is available and the Tribe would pay its share of development costs, Alternative C would result in a less-than-significant impact to natural gas services provided by PG&E.

Improvements for telecommunications service are the same as those discussed under Alternative B. AT&T has the capacity to service Alternative C (Graves, pers. comm., 2005) and the Tribe would pay its share of development costs for service; therefore, a less-than-significant impact to local phone services would result.

PUBLIC HEALTH AND SAFETY

Public health and safety issues are the same as those discussed for Alternative B. Given that the Tribal-State Compact (or Secretarial procedures) and MOU with the City would require compliance with building codes, fire inspections, and/or food safety, impacts regarding these issues would be less than significant. Although it is not in the Tribe's economic interest to operate their pool facilities in a manner that jeopardizes public health, the absence of standards and oversight represents a potentially significant impact to public health. Mitigation is included in **Section 5.2.8** to address swimming pool design and inspection, reducing potential impacts to a less than significant level.

As discussed for Alternative A, mitigation improvements are identified in **Section 5.2.7** to restore traffic operations to levels within acceptable standards or to levels as good as or better than without the project. Therefore, with mitigation, no significant increase in emergency response times is expected.

Law Enforcement

Neither the City's Public Safety Department nor the Sonoma County Sheriff's Department would have authority over civil matters on Tribal lands, therefore no impacts from resolving civil disputes

would result. Given that the Stony Point Site is currently located within the unincorporated area of Sonoma County, it is assumed that Sonoma County would have jurisdiction to provide primary services to the hotel/casino resort under Public Law 280. As discussed for Alternative A, the Tribe may enter into a cooperative law enforcement agreement for the provision of primary services from the City of Rohnert Park Public Safety Department.

Although specific effects to crime rates are uncertain (see **Section 4.7** and **Appendix N**), an attraction of the size proposed for Alternative C would result in increased law enforcement activity on the Stony Point Site due to increased visitors to the site. Without an agreement or compensation for primary law enforcement services there would either be significant impacts to County resources to provide primary services to the hotel/casino resort without degrading existing services or there would be a significant degradation of services throughout the County caused by allocating some existing resources to the Stony Point Site. **Section 4.7** discusses the fiscal impacts to Sonoma County including services funded through the General Fund. Mitigation in **Section 5.2.6** includes an annual contribution, which would ensure the Tribe reduces fiscal impacts law enforcement services. As with Alternative B, the MOU with the County applies to the development. Also, consistent with Section 8.0 of the anticipated Tribal-State Compact, the Tribe would be committed to providing on-site security for casino operations to reduce and prevent criminal and civil incidents. There is currently no specific, formal agreement for the provision of primary services with the County or City (the current City MOU is primarily a funding mechanism). With the fiscal mitigation listed in **Section 5.2.6**, impacts to the County would be less than significant. As an alternative to the fiscal mitigation, the Tribe could enter into a law enforcement agreement with the County, City, or both. Mitigation is recommended in **Section 5.2.8** to ensure effective on-site security.

Additionally, the Rohnert Park Public Safety Department or other local law enforcement agencies may be contacted by the Sonoma County Sheriff's Department for back-up or emergency mutual/automatic aid services. Mutual/automatic aid services are normally not compensated because they provide beneficial impacts to participating departments and are not used regularly when departments are adequately funded. The Tribe would provide compensation to the County for primary services, which would prevent a reliance on mutual/automatic aid services and ensure a less-than-significant effect. If the Tribe contracts with the Rohnert Park Public Safety Department to provide fire protection and emergency medical services to the site (discussed below) it would enhance regional law enforcement protection as firefighters are cross-trained as law enforcement officers. As with Alternative B, the MOU with the City applies to the development. Details on recurring and non-recurring contributions to the City for law enforcement services are discussed in **Section 2.2.10**.

Alcoholic Beverages

Impacts to public safety from serving alcoholic beverages would be similar to Alternative A, given the similar size and scope of facilities under Alternative C. The Tribe would be required to comply with the terms of an alcohol and beverage license, granted from the California Department of Alcoholic Beverage Control. Project measures to reduce impacts from alcohol consumption are the same as those discussed under Alternative A. While impacts are less than significant, additional mitigation measures are recommended in **Section 5.2.8** to further improve public safety. Mitigation includes support of sobriety checkpoints, Responsible Beverage Server Training, and enforcement of legal age limits, which have been shown to be effective in reducing alcohol-related crashed and fatalities (Center for Disease Control and Prevention, 2007; University of Minnesota, 2006).

Fire Protection Services

As discussed for Alternative A, the Tribe could contract with the Rincon Valley Fire Protection District, the Rohnert Park Department of Public Safety or another city/county agency for fire protection and emergency medical services. Due to the proximity of the Stony Point Site to the City and contributions for facilities in the MOU (discussed below), it is assumed that the Tribe would most likely contract with the City of Rohnert Park for fire protection and emergency medical services.

Operation of Alternative C would result in increased calls for service and a potential decrease in response time to local fire departments and emergency responders. The majority of fire protection impacts would fall upon the provider of primary services, which is assumed to be the City of Rohnert Park for this analysis. **Section 4.7** discusses the fiscal impacts to the City of Rohnert Park including services funded through the General Fund. The Tribe is committed to compensating the City and County for impacts to fire protection services. Details on recurring and non-recurring contributions to the City for fire protection services in the MOU are discussed in **Section 2.2.10**. Measures incorporated into project design to reduce the risk of fire including CFC design standards and fire flow requirements are the same as those discussed for Alternative A. As there is currently no signed agreement for providing primary fire protection services, the impact is considered significant. Mitigation measures have been included in **Section 5.2.8** to reduce impacts to a less-than-significant level.

Additionally, the Rincon Valley Fire Protection District or City of Santa Rosa may be contacted by the Rohnert Park Public Safety Department for back-up or emergency mutual/automatic aid services (to the Stony Point Site or to provide support in other areas of the City). Mutual/automatic aid services are normally not compensated. An agreement for primary services would prevent a reliance on mutual/automatic aid services, ensuring a less-than-significant effect. In addition, the Tribe is funding efforts, which will improve fire protection in the region including a new public safety building as conditions of the MOU with the City of Rohnert Park. The MOU with Sonoma County

(**Appendix E**), provides for an intergovernmental agreement following the publication of the FEIS, which addresses any significant impacts that occur within the County.

Emergency Medical Services

Operation of Alternative C would result in increased calls for emergency medical service and a potential decrease in response time to local emergency responders. The existing MOU provides that the Tribe would provide emergency medical training to certain members of its security staff and provide emergency medical equipment, including defibrillators, at the gaming facilities. Impacts to local fire departments are discussed above. AMR would provide ambulance transport service, which is primarily funded by the individual requiring transport. The Petaluma Fire Department and other local fire departments may be requested to respond for back-up or mutual/automatic aid services. Mutual/automatic aid assists are not intended to occur regularly and are normally not compensated. As emergency medical services including ambulance are primarily funded by the individual requiring service, increased calls for service should primarily fund increased equipment and staffing needs. It is recommended as mitigation in **Section 5.2.8** that the Tribe enter into a contract with AMR or another entity for ambulance service. With mitigation this impact is less than significant.

Impacts to other emergency services including hospitals are similar to those discussed for Alternative A. Increased emergency services as a result of the project should be taken into consideration for planning purposes. As with other privately provided services, increased demand would fund needed improvements or expansions. The funding of these services would be privately provided and thus fiscal impacts to local government would be less than significant.

SCHOOLS

Highway 101 serves as barrier preventing conflicts between uses of Alternative C and the nearest schools. As with Alternative A, Alternative C would have no direct impact on school services provided by Cotati-Rohnert Park Unified School District, Bellevue Union School District or Santa Rosa High School District. The MOU with the City of Rohnert Park states that the Tribe will contribute \$1 million a year to block grants for the Cotati-Rohnert Park School District.

As discussed in **Section 4.11**, the existing labor pool would fill the jobs created by Alternative C. Alternative C is therefore not anticipated to increase demands on school services as it is neither creating housing nor creating a significant influx of residents. As discussed for Alternative A, it is also not anticipated to cause a decline in enrollment trends. Thus impacts to public school services would be less than significant.

4.9.4 ALTERNATIVE D – REDUCED INTENSITY (STONY POINT SITE)

WATER SUPPLY

Due to a lower demand, on-site water facilities for Alternative D would be of a lesser magnitude when compared to Alternative A. As with Alternative A, all on-site water demands would be met by on-site wells and storage. Alternative D would not include connection to the regional wastewater treatment plant as an option, thus all recycled water would be supplied by the on-site wastewater treatment plant.

As discussed under Alternative A, an analytical drawdown model was developed for predicting water-level impacts due to pumping in the vicinity of the Stony Point Site. Based on this model, it is assumed that groundwater levels near the Stony Point Site would adjust to the proposed pumping rate and that stable, though lower, groundwater levels would be reached after a period of approximately four months (Komex, 2007a). Given that the City's water system would not be utilized and that a stable local groundwater level is expected after use of on-site wells, a less than significant impact to public water systems would occur. **Section 4.3** provides further discussion of project impacts to groundwater.

WASTEWATER

Alternative D consists of similar but reduced components compared to those of Alternative A. As with Alternative A, facility components were used to calculate the wastewater flows for Alternative D. **Table 4.9-4** summarizes the projections of wastewater volumes generated by Alternative D (HydroScience, 2008).

Average weekend demand would be approximately 227,000 gpd. An on-site MBR wastewater treatment plant would be constructed to service Alternative D with a design capacity of 275,000 gpd. Wastewater influent water quality, and the methods for wastewater treatment would be the same as previously described in Alternative A; however, the treatment plant would be designed for lower flows. Effluent disposal options for Alternative D would be the same as for Alternative B, except that the size of the sprayfields would be modified as described in **Section 2.5.7 (Figure 2-21 and Figure 2-22)**.

As with Alternative B, Alternative D would reduce the acreage available for regional wastewater disposal. It is assumed that approximately 180 acres for wastewater disposal could be obtained from other areas including the 2,800 acres, which were used for sprayfields before the Geysers Recharge Project. As an independent wastewater treatment system would be used and impacts to municipal wastewater disposal areas would be less than significant, the overall impact to public wastewater services is less than significant.

TABLE 4.9-4
ALTERNATIVE D – PROJECTED WASTEWATER FLOWS

Area Description	Estimated Occupancy			Factor (%)		Wastewater Flow	
	Number	Units	gpd/Unit	Weekday	Weekend	Weekday	Weekend
Casino Gaming and Support Areas	196	1,000 ft ²	425	80%	100%	67,000	84,000
Buffet	500	Seats	40	80%	100%	16,000	20,000
Coffee Shop	225	Seats	40	80%	100%	8,000	9,000
Food Court	210	Seats	40	80%	100%	7,000	9,000
Leased Restaurants	480	Seats	60	80%	100%	24,000	29,000
Nightclub	0	1,000 ft ²	500	50%	100%	0	0
Bars (7)	350	Seats	35	80%	100%	10,000	13,000
Lounges (2)	400	Seats	35	80%	100%	12,000	14,000
Event Center	0	Seats	35	0%	100%	0	0
Banquet Room	1,000	Seats	30	0%	100%	0	30,000
Spa	0	1,000 ft ²	750	66%	100%	0	0
Pool Concessions	50	Seats	35	50%	100%	1,000	2,000
Pool Grill	50	Seats	40	50%	100%	1,000	2,000
Hotel	100	Rooms	150	90%	100%	14,000	15,000
Total Wastewater Generated						160,000	227,000

NOTES: Gaming area flows include flows associated with patrons' use of casino slot machines, tables, high limit slots, Asian games, and the employees required to serve these patrons.

gpd = gallons per day

All flow values were rounded to the nearest 1,000 gpd.

SOURCE: HydroScience Engineers, Inc., 2008; AES, 2006.

SOLID WASTE

Construction

Construction of Alternative D would result in a temporary increase in waste generation. Due to having less square footage, the construction impacts from Alternative D would be less than that of Alternative A. Since the components of Alternative D would be similar to those of Alternative A (only smaller in scale), potential solid waste streams from construction are expected to be similar to those expected for Alternative A. Waste that cannot be recycled would be disposed of at the Redwood Landfill or another disposal site, which accepts construction/demolition materials. This impact would be temporary and not significant. Nonetheless, additional mitigation measures are included in **Section 5.2.8** that would reduce the amount of construction/demolition materials disposed of at the Redwood Landfill.

Operation

The California Integrated Waste Management Board has established waste generation rates for the operation of different business types and residences. The rate is expressed as tons per employee per year. The waste generation resulting from Alternative D's various components is estimated to be 10.6 tons per day (**Table 4.9-5**).

TABLE 4.9-5
SOLID WASTE DISPOSAL ESTIMATE – ALTERNATIVE D

Employment Category	Estimated Number of Jobs	Business Type	Rate (Tons/employee/year)	Tons per year	Tons per day
Gaming	905	38 ^a	0.9	815	2.2
Hotel	120	32 ^b	2.1	252	0.7
Food and Beverage	770	29 ^c	3.1	2,387	6.5
Other Dept.	10	33 ^d	1.7	17	0.1
Administrative	45	33	1.7	77	0.2
Marketing	45	33	1.7	77	0.2
Maintenance	90	33	1.7	153	0.4
Security	115	38	0.9	104	0.3
Total	2,100			3,882	10.6

NOTES: ^a Includes SIC code 79 Amusement and Recreation Services
^b Includes SIC code 70 Hotels
^c Includes SIC code 58 Eating and Drinking Places
^d Includes SIC code 73 Business Services

SOURCE: AES, 2006; CIWMB, 2004.

The Tribe would contract with Rohnert Park Disposal or Sonoma County disposal services to dispose of solid waste generated by Alternative D. Waste would be hauled to one of five landfills in the region. Most waste from the County is transferred to the Redwood Landfill. The on-site wastewater treatment plant will produce sludge (biosolids) that will periodically need to be disposed of, either onsite through reuse or offsite at a landfill, as discussed under Alternative A.

The project would not affect County diversion goals as Tribal land is classified as out-of-state waste and is not calculated in local waste diversion statistics (CIWMB, 2006). Alternative D is expected to generate 10.6 tons per day, which represents approximately 0.5 percent of the Redwood Landfill's permitted daily intake. Alternative D's projected solid waste generation is considered an insignificant contribution to the waste stream and is not expected to significantly decrease the life expectancy of the landfill. However, mitigation is included in **Section 5.2.8** to further reduce the amount of waste transferred to landfill.

ELECTRICITY, NATURAL GAS, AND TELECOMMUNICATIONS

Based on similar gaming facilities, Alternative D would have an approximate connected electrical load of 26.5 watts per square foot. The total connected electrical load would be approximately 11 megawatts. As with Alternative A, this is a conservative estimate based on National Electricity Code (NEC) calculations. Emergency generators would be provided, as described above under Alternative

A. Projected electrical load and demand would be prepared by an electrical engineer and submitted upon application for service.

Improvements required for electrical service are the same as those discussed under Alternative B. PG&E has sufficient capacity to accommodate the operation of Alternative D (Rivero, pers. comm., 2005). Therefore, implementation of Alternative D is expected to result in a less-than-significant impact to electricity services provided by PG&E. Nonetheless, mitigation measures have been identified in **Section 5.2.8** to reduce the electrical demand of the project.

Improvements needed for natural gas service are the same as those discussed under Alternative B. Due to smaller size and scope, it is anticipated that natural gas demands for Alternative D would be less than those discussed for Alternative B. PG&E has an adequate supply of natural gas to service the operation of Alternative D (Harris, pers. comm., 2005). As supply is available and the Tribe would pay its share of development costs, Alternative D would result in a less than significant impact to natural gas services provided by PG&E.

Improvements for telecommunications service are the same as those discussed under Alternative B. Due to smaller size and scope, it is anticipated that telecommunications demands for Alternative D would be less than those discussed for Alternative B. AT&T has the capacity to service Alternative D (Graves, pers. comm., 2005) and the Tribe would pay its share of development costs for service; therefore, a less-than-significant impact to local phone services would result.

PUBLIC HEALTH AND SAFETY

Public health and safety issues are the same as those discussed for Alternative A. Given that the Tribal-State Compact (or Secretarial procedures) and MOU would require compliance with building codes, fire inspections, and food safety, impacts would be less than significant. Terms from the City MOU regarding building codes and inspections would also apply, but the Tribe would likely assert the right to renegotiate certain terms of the MOU due to the reduced intensity of development. Although it is not in the Tribe's economic interest to operate their pool facilities in a manner that jeopardizes public health, the absence of standards and oversight represents a potentially significant impact to public health. Mitigation is included in **Section 5.2.8** to address swimming pool design and inspection, reducing potential impacts to a less than significant level.

As discussed for Alternative A, mitigation improvements are identified in **Section 5.2.7** to restore traffic operations to levels within acceptable standards or to levels as good as or better than without the project. Therefore, with mitigation, no significant increase in emergency response times is expected.

Law Enforcement

Neither the City's Public Safety Department nor the Sonoma County Sheriff's Department would have authority over civil matters on Tribal lands, therefore no impacts from resolving civil disputes would result. Given that the Stony Point Site is currently located within the unincorporated area of Sonoma County, it is assumed that Sonoma County would have jurisdiction to provide primary services to the hotel/casino resort under Public Law 280. As discussed for Alternative A, the Tribe may enter into a cooperative law enforcement agreement for the provision of primary services from the City of Rohnert Park Public Safety Department.

The operation of Alternative D would result in somewhat lessened law enforcement demands when compared with Alternative B and C. This is due to the smaller facility serving fewer patrons. Without an agreement or compensation for primary law enforcement services there would either be significant impacts to County resources to provide primary services to the hotel/casino resort without degrading existing services or there would be a significant degradation of services throughout the County caused by allocating some existing resources to the Stony Point Site. **Section 4.7** discusses the fiscal impacts to Sonoma County including services funded through the General Fund. Mitigation in **Section 5.2.6** includes an annual contribution, which would ensure the Tribe reduces fiscal impacts law enforcement services. Also, consistent with Section 8.0 of the anticipated Tribal-State Compact, the Tribe would be committed to providing on-site security for casino operations to reduce and prevent criminal and civil incidents. There is currently no specific, formal agreement for the provision of primary services with the County or City (the current City MOU is primarily a funding mechanism). With the fiscal mitigation listed in **Section 5.2.6**, impacts to the County would be less than significant. As an alternative to the fiscal mitigation, the Tribe could enter into a law enforcement agreement with the County, City, or both. Mitigation is recommended in **Section 5.2.8** to ensure effective on-site security.

Additionally, the Rohnert Park Public Safety Department or other local law enforcement agencies may be contacted by the Sonoma County Sheriff's Department for back-up or emergency mutual/automatic aid services. Mutual/automatic aid services are normally not compensated because they provide beneficial impacts to participating departments and are not used regularly when departments are adequately funded. The Tribe would provide compensation to the County for primary services, which would prevent a reliance on mutual/automatic aid services and ensure a less than significant effect. Additionally, if the Tribe contracts with the Rohnert Park Public Safety Department to provide fire protection and emergency medical services to the site (discussed below) it would enhance regional law enforcement protection as firefighters are cross-trained as law enforcement officers. Also, the MOU with the City would apply, but given the reduced size and scope of the casino-hotel resort proposed for Alternative D, the Tribe would likely assert the right to

renegotiate certain terms due to the reduced intensity of development. Details on recurring and non-recurring contributions to the City for law enforcement services are discussed in **Section 2.2.10**.

Alcoholic Beverages

Impacts to public safety from serving alcoholic beverages would be similar, but slightly reduced, when compared to Alternative A, given the reduced size and scope of facilities under Alternative D. The Tribe would be required to comply with the terms of an alcohol and beverage license, granted from the California Department of Alcoholic Beverage Control. Project measures to reduce impacts from alcohol consumption are the same as those discussed under Alternative A. While impacts are less than significant, additional mitigation measures are recommended in **Section 5.2.8**, to further improve public safety. Mitigation includes support of sobriety checkpoints, Responsible Beverage Server Training, and enforcement of legal age limits, which have been shown to be effective in reducing alcohol-related crashes and fatalities (Center for Disease Control and Prevention, 2007; University of Minnesota, 2006).

Fire Protection Services

As discussed for Alternative A, the Tribe could contract with the Rincon Valley Fire Protection District, the Rohnert Park Department of Public Safety or another city/county agency for fire protection and emergency medical services. Due to the proximity of the Stony Point Site to the City and contributions for facilities in the MOU (discussed below), it is assumed that the Tribe would most likely contract with the City of Rohnert Park for fire protection and emergency medical services.

Construction of Alternative D would result in similar but reduced potential risks of fire, when compared with Alternative A, due to the reduced size of development. As with Alternative A, operation of Alternative D may increase the calls for services and reduce the response time of the fire department. **Section 4.7** discusses the fiscal impacts to the City of Rohnert Park including services funded through the General Fund. As discussed under law enforcement, the terms of the MOU with the City would apply, but the Tribe would likely assert the right to renegotiate certain terms due to the reduced intensity of development. Details on recurring and non-recurring contributions to the City for fire protection services in the MOU are discussed in **Section 2.2.10**. Measures incorporated into project design to reduce the risk of fire including CFC design standards are the same as those discussed for Alternative A with reduced fire flow requirements due to the reduced size. As there is currently no signed agreement for providing primary fire protection services, the impact is considered significant. Mitigation measures have been included in **Section 5.2.8** to reduce impacts to a less-than-significant level.

Additionally, the Rincon Valley Fire Protection District or City of Santa Rosa may be contacted by the Rohnert Park Public Safety Department for back-up or emergency mutual/automatic aid services (to the Stony Point Site or to provide support in other areas of the City). Mutual/automatic aid services are normally not compensated. An agreement for primary services would prevent a reliance on mutual/automatic aid services, ensuring less-than-significant impacts to mutual/automatic aid services. In addition, the Tribe is funding efforts, which will improve fire protection in the region including a new public safety building as conditions of the MOU with the City of Rohnert Park. The MOU with Sonoma County (**Appendix E**), provides for an intergovernmental agreement following the publication of the FEIS, which addresses any significant impacts that occur within the County.

Emergency Medical Services

As with Alternative A, Alternative D may increase calls for emergency medical service and potentially decrease response times to local emergency responders; however, impacts would be to a lesser degree due to the reduced size of development. It is anticipated that the Tribe would renegotiate the MOU and provide emergency medical training to certain members of its security staff and provide emergency medical equipment, including defibrillators, at the gaming facilities. Impacts to local fire departments are discussed above. AMR would provide ambulance transport service, which is primarily funded by the individual requiring transport. The Petaluma Fire Department and other local fire departments may be requested to respond for back-up or mutual/automatic aid services. Mutual/automatic aid assists are not intended to occur regularly and are normally not compensated. As emergency medical services including ambulance are primarily funded by the individual requiring service, increased calls for service should primarily fund increased equipment and staffing needs. It is recommended as mitigation in **Section 5.2.8** that the Tribe enter into a contract with AMR or another entity for ambulance service. With mitigation this impact is less than significant.

Impacts to other emergency services including hospitals are similar to those discussed for Alternative A. Increased emergency services as a result of the project should be taken into consideration for planning purposes. As with other privately provided services, increased demand would fund needed improvements or expansions. The funding of these services would be privately provided and thus fiscal impacts to local government would be less than significant.

SCHOOLS

Highway 101 serves as barrier preventing conflicts between uses of Alternative D and the nearest schools. As with Alternative A, Alternative D would have no direct impact on school services provided by Cotati-Rohnert Park Unified School District, Bellevue Union School District or Santa Rosa High School District. The MOU with the City of Rohnert Park states that the Tribe will contribute \$1 million a year in block grants for the Cotati-Rohnert Park School District.

As discussed in **Section 4.11**, the existing labor pool would fill the jobs created by Alternative D. Alternative D is therefore not anticipated to increase demands on school services as it is neither creating housing nor creating a significant influx of residents. As discussed for Alternative A, it is also not anticipated to cause a decline in enrollment trends. Thus impacts to public school services would be less than significant.

4.9.5 ALTERNATIVE E – BUSINESS PARK

WATER SUPPLY

Under Alternative E, on-site water facilities would be of smaller magnitude than those of the other alternatives, because a business park is not anticipated to result in particularly high water demands. As with Alternative A, all on-site water demands would be met by on-site wells and storage. Unlike Alternative A, Alternative E would not include connection to the regional wastewater treatment plant as an option, thus all recycled water would be supplied by the on-site wastewater treatment plant.

As discussed under Alternative A, an analytical drawdown model was developed for predicting water-level impacts due to pumping in the vicinity of the Stony Point Site. Based on this model, it is assumed that groundwater levels near the Stony Point Site would adjust to the proposed pumping rate and that stable, though lower, groundwater levels would be reached after a period of approximately four months (Komex, 2007a). Given that the City's water system would not be utilized and that a stable local groundwater level is expected after use of on-site wells, a less-than-significant impact to public water systems would occur. **Section 4.3** provides further discussion of project impacts to groundwater.

WASTEWATER

Wastewater demands for Alternative E were obtained from analysis of similar business park type facilities. In general, flows from a business park development would have a lower strength influent than a gaming facility. **Table 4.9-6** summarizes the projections of wastewater volumes generated by Alternative E (HydroScience, 2008).

Average weekday demand would be approximately 78,000 gpd. An on-site MBR wastewater treatment plant would be constructed to service Alternative E with a design capacity of 90,000 gpd. The methods for wastewater treatment would be the same as previously described in Alternative A; however, the treatment plant would be designed for lower flows. Effluent disposal options for Alternative E would be the same as for Alternative B, except that the size of the sprayfields would be modified as described in **Section 2.6.5 (Figure 2-26 and Figure 2-27)**.

TABLE 4.9-6
ALTERNATIVE E – PROJECTED WASTEWATER FLOWS

Area Description	Estimated Occupancy			Factor (%)		Wastewater Flow	
	Number	Units	gpd/Unit	Weekday	Weekend	Weekday	Weekend
Light Industrial Business	400	1,000 ft ²	155	100%	50%	62,000	31,000
Commercial Business	100	1,000 ft ²	155	100%	50%	16,000	8,000
Total Wastewater Generated						78,000	39,000

NOTES: Gaming area flows include flows associated with patrons' use of casino slot machines, tables, high limit slots, Asian games, and the employees required to serve these patrons.

gpd = gallons per day

All flow values were rounded to the nearest 1,000 gpd.

SOURCE: HydroScience Engineers, Inc., 2008; AES, 2006.

As with Alternative B, Alternative E would reduce the acreage available for regional wastewater disposal. It is assumed that approximately 180 acres for wastewater disposal could be obtained from other areas including the 2,800 acres, which were used for sprayfields before the Geysers Recharge Project. As an independent wastewater treatment system would be used and impacts to municipal wastewater disposal areas would be less than significant, the overall impact to public wastewater services is less than significant.

SOLID WASTE

Construction

Construction of Alternative E would result in a temporary increase in waste generation. Due to smaller square footage, the impact from Alternative E would be less than Alternative A. Potential solid waste streams from construction are expected to be similar to those discussed for Alternative A. Waste that cannot be recycled would be disposed of at the Redwood Landfill or another disposal site, which accepts construction/demolition materials. This impact would be temporary and not significant. Nonetheless, additional mitigation measures are included in **Section 5.2.8** that would reduce the amount of construction/demolition materials disposed of at the Redwood Landfill.

Operation

The California Integrated Waste Management Board has established waste generation rates for the operation of different business types and residences. The waste generation resulting from Alternative E's various reduced intensity components would be approximately 10.4 tons per day (**Table 4.9-7**).

The Tribe would be expected to either retain Rohnert Park Disposal's services or conduct a competitive bidding process to select a contractor to dispose of solid waste generated by Alternative E. Waste would be hauled to one of five landfills in the region. Most waste from the County is

transferred to the Redwood Landfill. The on-site wastewater treatment plant will produce sludge (biosolids) that will periodically need to be disposed of, either on-site through reuse or offsite at a landfill, as discussed under Alternative A.

TABLE 4.9-7
SOLID WASTE DISPOSAL ESTIMATE – ALTERNATIVE E

Employment Category	Estimated Number of Jobs	Business Type	Rate (Tons/employee/year)	Tons per year	Tons per day
Light Industrial	1,600	18	1.9	3,040	8.3
Commercial Business	400	30	1.9	760	2.1
Total	2,000			3,800	10.4

SOURCE: AES, 2006; CIWMB, 2004.

The project would not affect County diversion goals as Tribal land is classified as out-of-state waste and is not calculated in local waste diversion statistics (CIWMB, 2006). Alternative E is expected to generate 10.4 tons per day, which represents approximately 0.5 percent of the Redwood Landfill's permitted daily intake. Alternative E's projected solid waste generation is considered an insignificant contribution to the waste stream and is not expected to significantly decrease the life expectancy of the landfill. However, mitigation is included in **Section 5.2.8** to further reduce the amount of waste transferred to landfill.

ELECTRICITY, NATURAL GAS, AND TELECOMMUNICATIONS

Based on a planning standard for similar uses of 30-35 kilowatts per developed acre, it is anticipated that the development of approximately 78 acres under Alternative E would result in an electrical load of 2.3 to 2.7 megawatts. Emergency generators would be provided for the development. Projected electrical load and demand would be prepared by an electrical engineer and submitted upon application for service.

Improvements required for electrical service are the same as those discussed under Alternative B. PG&E has sufficient capacity to accommodate the operation of Alternative E (Rivero, pers. comm., 2005). Therefore, implementation of Alternative E is expected to result in a less than significant impact to electricity services provided by PG&E. Nonetheless, mitigation measures have been identified in **Section 5.2.8** to reduce the electrical demand of the project.

Improvements needed for natural gas service are the same as those discussed under Alternative B. Due to a smaller size and scope, it is anticipated that natural gas demands for Alternative E would be less than those discussed for Alternative B. PG&E has an adequate supply of natural gas to service the operation of Alternative E (Harris, pers. comm., 2005). As supply is available and the Tribe

would pay its share of development costs, Alternative E would result in a less-than-significant impact to natural gas services provided by PG&E.

Improvements for telecommunications service are the same as those discussed under Alternative B. Due to a smaller size and scope, it is anticipated that telecommunications demands for Alternative E would be less than those discussed for Alternative B. AT&T has the capacity to service Alternative E (Graves, pers. comm., 2005) and the Tribe would pay its share of development costs for service; therefore, a less-than-significant impact to local phone services would result.

PUBLIC HEALTH AND SAFETY

Once land is taken into trust, State and local laws and ordinances pertaining to public health and safety would not be applicable to activities on the Stony Point Site. Issues of concern include: construction to applicable building standards, inspection of buildings to satisfy building and fire codes, and food safety at commercial facilities. Although it is not in the Tribe's economic interest to construct or operate facilities in a manner that jeopardizes public health, the absence of standards and oversight represents a potentially significant impact to public health. Mitigation is included in **Section 5.2.8** to reduce potential impacts to a less than significant level. **Section 5.2.1** recommends that construction of facilities adhere to the Uniform Building Code (UBC). **Section 5.2.8** addresses building and fire inspections and food safety.

As discussed for Alternative A, mitigation improvements are identified in **Section 5.2.7** to restore traffic operations to levels within acceptable standards or to levels as good as or better than without the project. Therefore, with mitigation, no significant increase in emergency response times is expected.

Law Enforcement

Neither the City's Public Safety Department nor the Sonoma County Sheriff's Department would have authority over civil matters on Tribal lands, therefore no impacts from resolving civil disputes would result. Given that the Stony Point Site is currently located within the unincorporated area of Sonoma County, it is assumed that Sonoma County would have jurisdiction to provide primary services to the hotel/casino resort under Public Law 280. As discussed for Alternative A, the Tribe may enter into a cooperative law enforcement agreement for the provision of primary services from the City of Rohnert Park Public Safety Department.

Alternative E would result in fewer calls for service for medical-related and public safety-related incidences than the other alternatives. This reduction is due to the fact that no alcohol would be served in association with Alternative E, fewer visitors would access the facility and the hours of operation would be reduced. Without an agreement or compensation for primary law enforcement

services there would either be significant impacts to County resources to provide primary services to the hotel/casino resort without degrading existing services or there would be a significant degradation of services throughout the County caused by allocating some existing resources to the Stony Point Site. **Section 4.7** discusses the fiscal impacts to Sonoma County including services funded through the General Fund. Mitigation in **Section 5.2.6** includes an annual contribution, which would ensure the Tribe reduces fiscal impacts law enforcement services. There is currently no specific, formal agreement for the provision of primary services with the County or City (the current City MOU is primarily a funding mechanism). With the fiscal mitigation listed in **Section 5.2.6**, impacts to the County would be less than significant. As an alternative to the fiscal mitigation, the Tribe could enter into a law enforcement agreement with the County, City, or both. Mitigation is recommended in **Section 5.2.8** to ensure effective on-site security.

Additionally, the Rohnert Park Public Safety Department or other local law enforcement agencies may be contacted by the Sonoma County Sheriff's Department for back-up or emergency mutual/automatic aid services. Mutual/automatic aid services are normally not compensated because they provide beneficial impacts to participating departments and are not used regularly when departments are adequately funded. The Tribe would provide compensation to the County for primary services, which would prevent a reliance on mutual/automatic aid services and ensure a less-than-significant effect. Additionally, if the Tribe contracts with the Rohnert Park Public Safety Department to provide fire protection and emergency medical services to the site (discussed below) it would enhance regional law enforcement protection as firefighters are cross-trained as law enforcement officers. Also, the terms of the City MOU would apply, but given that Alternative E does not have a gaming component and would therefore produce much lower revenues, the Tribe would likely assert the right to renegotiate certain terms. Details on recurring and non-recurring contributions to the City for law enforcement services are discussed in **Section 2.2.10**.

Alcoholic Beverages

Under Alternative E, the impacts to public safety from serving alcoholic beverages would be minimal and they would primarily fall upon the individual businesses that serve the alcohol in the proposed business park. The businesses would provide a variety of services, with the sale of alcohol not designated as a primary activity, and furthermore, significant alcohol consumption is not expected under these circumstances on a regular basis. These impacts would be less than significant given that businesses serving alcohol would be required to comply with the terms of an alcohol and beverage license, granted from the California Department of Alcoholic Beverage Control. While impacts are less than significant, additional mitigation measures are recommended in **Section 5.2.8**, to further improve public safety.

Fire Protection Services

As discussed for Alternative A, the Tribe could contract with the Rincon Valley Fire Protection District, the Rohnert Park Department of Public Safety or another city/county agency for fire protection and emergency medical services. Due to the proximity of the Stony Point Site to the City and contributions for facilities in the MOU (discussed below), it is assumed that the Tribe would most likely contract with the City of Rohnert Park for fire protection and emergency medical services.

When compared with Alternative A, construction of Alternative E would result in similar but reduced potential risks of fire, largely due to the reduced size of development. Operation of Alternative E would result in fewer calls for service for medical-related and fire-related incidences than the other alternatives. This reduction is due to fewer visitors to the facility and the reduction of hours of operation. **Section 4.7** discusses the fiscal impacts to the City of Rohnert Park including services funded through the General Fund. The terms of the City MOU would apply, but given that Alternative E does not have a gaming component and would therefore produce much lower revenues, the Tribe would likely assert the right to renegotiate certain terms. Details on recurring and non-recurring contributions to the City for fire protection services in the MOU are discussed in **Section 2.2.10**. On-site water supplies for fire protection are discussed in **Section 2.6.6**. As there is currently no signed agreement for providing primary fire protection services, the impact is considered significant. Mitigation measures have been included in **Section 5.2.8** to reduce impacts to a less-than-significant level.

Additionally, the Rincon Valley Fire Protection District or City of Santa Rosa may be contacted by the Rohnert Park Public Safety Department for back-up or emergency mutual/automatic aid services (to the Stony Point Site or to provide support in other areas of the City). Mutual/automatic aid services are normally not compensated. An agreement for primary services would prevent a reliance on mutual/automatic aid services, ensuring less-than-significant impacts to mutual/automatic aid services. In addition, the Tribe is funding efforts, which will improve fire protection in the region including a new public safety building as conditions of the MOU with the City of Rohnert Park.

Emergency Medical Services

Operation of Alternative E would result in fewer calls for service for medical-related incidences than the other alternatives. This reduction is due to fewer visitors to the facility and the reduction of hours of operation. Impacts to local fire departments are discussed above. AMR would provide ambulance transport service, which is primarily funded by the individual requiring transport. The Petaluma Fire Department and other local fire departments may be requested to respond for back-up or mutual/automatic aid services. Mutual/automatic aid assists are not intended to occur regularly and are normally not compensated. As emergency medical services including ambulance are primarily

funded by the individual requiring service, increased calls for service should primarily fund increased equipment and staffing needs. An impact to emergency hospitals is not expected as the number of calls for service would be small and services would be privately funded. It is recommended as mitigation in **Section 5.2.8** that the Tribe enter into a contract with AMR or another entity for ambulance service. With mitigation this impact is less than significant.

SCHOOLS

Highway 101 serves as barrier preventing conflicts between uses of Alternative E and the nearest schools. As with Alternative A, Alternative E would have no direct impact on school services provided by Cotati-Rohnert Park Unified School District, Bellevue Union School District or Santa Rosa High School District.

As discussed in **Section 4.11**, the existing labor pool would fill the jobs created by Alternative E. Alternative E is therefore not anticipated to increase demands on school services as it is neither creating housing nor creating a significant influx of residents. As discussed for Alternative A, it is also not anticipated to cause a decline in enrollment trends. Thus impacts to public school services would be less than significant.

4.9.6 ALTERNATIVE F – LAKEVILLE CASINO

WATER SUPPLY

Water demand under Alternative F would be the same as Alternative A. As with Alternative A, all on-site water demands would be met by on-site wells and storage. Unlike Alternative A, Alternative F would not include connection to a regional wastewater treatment plant as an option, thus all recycled water would be supplied by the on-site wastewater treatment plant. Also, Alternative F includes development on the Lakeville Site in southern Sonoma County unlike the other alternatives. The nearest public water supply wells to the Lakeville Site are located in the City of Petaluma, approximately 9 miles northwest of the Lakeville Site. There would be no impact to groundwater levels within City of Petaluma wells. As Alternative F would utilize an independent water system and groundwater impacts would not affect municipal wells, the impact to municipal water services would be less than significant.

WASTEWATER

Alternative F would utilize an on-site wastewater treatment system similar to that described under Alternative A. Facility components and the resulting wastewater generation are identical to those discussed under Alternative A. As with Alternative A, Alternative F would have an average weekday flow of 218,000 and an average weekend flow of 354,000 gpd.

The nearest wastewater treatment systems to the Lakeville Site are operated by the Novato Sanitary District (NSD) and the City of Petaluma. Neither the service area nor infrastructure for these systems extends to the Lakeville Site. As such, Alternative F would likely not be able to obtain sewer service from either NSD or the City of Petaluma without modifying the service area or negotiating an agreement to treat project sewage. Therefore, Alternative F would utilize an on-site MBR treatment plant, with a designed capacity of 400,000 gpd to allow for peak flows (HydroScience, ~~2006~~ 2008). Wastewater influent water quality, treatment plant capacity and the methods for wastewater treatment would be the same as previously described in Alternative A due to similarly sized facilities and uses.

Wastewater effluent would be disposed of using seasonal storage ponds, sprayfields and/or discharge to surface waters (which flow to the Petaluma River). Under the first disposal option, tertiary treated effluent would be stored in seasonal storage ponds (typically during the dry season) and then applied to sprayfields year-round at agronomic rates (**Figure 2-30**). Discharge to surface waters would occur during the wet season via an existing, unnamed stream on the Lakeville Site. Discharging wastewater into surface waters would be limited by the terms of a NPDES permit. If discharge to surface waters were infeasible, the seasonal storage and sprayfield requirements would be increased (**Figure 2-31**). As an independent wastewater treatment system and municipal wastewater disposal areas would not be affected, the overall impact to public wastewater services is less than significant.

SOLID WASTE

Construction

Construction of Alternative F would result in a temporary increase in waste generation. Potential solid waste streams from construction are similar to those discussed under Alternative A. Waste that cannot be recycled would be disposed of at the Redwood Landfill or another disposal site, which accepts construction/demolition materials. This impact would be temporary and not significant. Additional mitigation measures are included in **Section 5.2.8** that would reduce the amount of construction/demolition materials disposed of at the Redwood Landfill.

Operation

The California Integrated Waste Management Board has established waste generation rates for the operation of different business types and residences. The rate is expressed as tons per employee per year. As Alternative A and F have the same number of employees, the predicted waste generation is the same. Alternative F is expected to generate 12.1 tons per day (**Table 4.9-2**), which represents approximately 0.5 percent of the Redwood Landfill's permitted daily intake. Alternative F's projected solid waste generation is considered an insignificant contribution to the waste stream and is not expected to significantly decrease the life expectancy of the landfill. The on-site wastewater treatment plant will produce sludge (biosolids) that will periodically need to be disposed of, either onsite through reuse or offsite at a landfill as discussed under Alternative A.

Sonoma County currently provides solid waste collection service to the vicinity of the Lakeville Site. The Tribe would contract with Sonoma County or an independent waste hauler for collection services. Waste would be outhauled to one of five landfills in the region. Most waste from the County is transferred to the Redwood Landfill. The amount of waste generated by Alternative F would have a less-than-significant impact on disposal and landfill facilities. Mitigation measures in **Section 5.2.8** are recommended to reduce the amount of solid waste.

ELECTRICITY, NATURAL GAS, AND TELECOMMUNICATIONS

Alternative F shares the same components as Alternative A, and the total connected electrical load would be approximately 20 megawatts. Emergency generators would additionally be provided, as described under Alternative A. To provide electrical service to the Lakeville Site, construction would require trenching and backfilling to the nearest PG&E power pole along Lakeville Highway (adjacent to the Lakeville Site) and the installation of a pad-mounted transformer. The transformer would step down the voltage of the 12-kilovolt power lines to accommodate the needs of the Lakeville Site. PG&E has sufficient capacity to accommodate the operation of Alternative F (Rivero, pers. comm., 2005). Implementation of Alternative F is expected to result in a less-than-significant impact to electric services provided by PG&E. Nonetheless, mitigation measures have been identified in **Section 5.2.8** to reduce the electrical demand of the project.

There are no natural gas lines in the project vicinity (Hogan, pers. comm., 2005). The Tribe would use electrical appliances or pay for infrastructure necessary to connect to the nearest natural gas facilities. Thus, Alternative F would have a less-than-significant impact on natural gas services.

AT&T currently provides telephone service adjacent to the Lakeville Site and extension of phone service would be required for the operation of Alternative F. Service to the Lakeville Site would be fed along Lakeville Highway from Petaluma and would require the installation of a pedestal box. AT&T may request an easement at the edge of the property to place a new pedestal box that would provide service to the Lakeville Site. AT&T has the capacity to service Alternative F (Graves, pers. comm., 2005) and the Tribe would pay its share of development costs for service; therefore, a less-than-significant impact to local phone services would result.

PUBLIC HEALTH AND SAFETY

Public health and safety issues are the same as those discussed for Alternative A. Given that the Tribal-State Compact (or Secretarial procedures) would require compliance with building codes, fire inspections, and food safety, impacts would be less than significant. Although it is not in the Tribe's economic interest to operate their pool facilities in a manner that jeopardizes public health, the absence of standards and oversight represents a potentially significant impact to public health.

Mitigation is included in **Section 5.2.8** to address swimming pool design and inspection, reducing potential impacts to a less-than-significant level.

As discussed for Alternative A, mitigation improvements are identified in **Section 5.2.7** to restore traffic operations to levels within acceptable standards or to levels as good as or better than without the project. Therefore, with mitigation, no significant increase in emergency response times is expected.

Law Enforcement

Neither the City's Public Safety Department nor the Sonoma County Sheriff's Department would have authority over civil matters on Tribal lands, therefore no impacts from resolving civil disputes would result. It is assumed that Sonoma County would have jurisdiction to provide primary services to the hotel/casino resort under Public Law 280.

The operation of the casino, hotel, and events center facilities is expected to result in law enforcement demands as described under Alternative A, except that the Lakeville Site is not located near a city. Without an agreement or compensation for primary law enforcement services there would either be significant impacts to County resources to provide primary services to the hotel/casino resort without degrading existing services or there would be a significant degradation of services throughout the County caused by allocating some existing resources to the Lakeville Site. **Section 4.7** discusses the fiscal impacts to Sonoma County including services funded through the General Fund. Law enforcement services incorporated into the fiscal analysis include patrol, administrative functions, dispatch, the District Attorney, the Public Defender, and the court system, among other services (**Appendix N**). Mitigation in **Section 5.2.6** includes an annual contribution, which would ensure the Tribe reduces fiscal impacts to law enforcement services. The existing MOU with Sonoma County would require concurrence from the County to apply to the Lakeville Site. Also, consistent with Section 8.0 of the anticipated Tribal-State Compact, the Tribe would be committed to providing on-site security for casino operations to reduce and prevent criminal and civil incidents. There is currently no specific, formal agreement for the provision of primary services with the County. With the fiscal mitigation listed in **Section 5.2.6**, impacts to the County would be less than significant. As an alternative to the fiscal mitigation, the Tribe could enter into a law enforcement agreement with the County or another local law enforcement agency. Mitigation is recommended in **Section 5.2.8** to improve on-site security.

Additionally, the City of Petaluma Police Department or other local law enforcement agencies may be contacted by the Sonoma County Sheriff's Department for back-up or emergency mutual/automatic aid services. Mutual/automatic aid services are normally not compensated because they provide beneficial impacts to participating departments and are not used regularly when

departments are adequately funded. The Tribe would provide compensation to the County for primary services, which would prevent a reliance on mutual/automatic aid services, ensuring a less-than-significant effect to mutual/automatic aid services.

Alcoholic Beverages

Impacts to public safety from serving alcoholic beverages would be similar to Alternative A, given the similar size and scope of facilities under Alternative F. The Tribe would be required to comply with the terms of an alcohol and beverage license, granted from the California Department of Alcoholic Beverage Control. Project measures to reduce impacts from alcohol consumption are the same as those discussed under Alternative A. While impacts are less than significant, additional mitigation measures are recommended in **Section 5.2.8**, to further improve public safety. Mitigation includes support of sobriety checkpoints, Responsible Beverage Server Training, and enforcement of legal age limits, which have been shown to be effective in reducing alcohol-related crashed and fatalities (Center for Disease Control and Prevention, 2007; University of Minnesota, 2006).

Fire Protection Services

It is assumed that the Tribe would most likely contract with the Lakeville Volunteer Fire Department for fire protection and emergency medical services. Given that Alternative F is similar in size and scope to Alternative A, fire protection and emergency medical services demands are not expected to differ substantially. Construction and operation of the casino and hotel may introduce potential sources of fire to the Lakeville Site as described under Alternative A, except that the Lakeville Site is not located near any cities. Also, given that the Lakeville site is currently located in a rural setting, existing fire protection services are not equipped to adequately respond to fires at the hotel/casino on the Lakeville site. Additionally, there would be increased calls for service to fire protection and emergency medical services in Sonoma County.

Section 4.7 discusses the fiscal impacts to Sonoma County including services funded through the General Fund. Mitigation in **Section 5.2.6** includes an annual contribution, which would ensure the Tribe reduces fiscal impacts to fire protection and emergency medical services. Measures incorporated into project design to reduce the risk of fire including CFC design standards and fire flow requirements are the same as those discussed for Alternative A. The existing MOU with Sonoma County would require concurrence from the County to apply to the Lakeville Site. As there is currently no signed agreement for providing primary fire protection services, the impact is considered significant. Mitigation measures have been included in **Section 5.2.8** to reduce impacts to a less than significant level.

Additionally, the Petaluma Fire Department or other local fire protection agencies may be contacted by the County for back-up or emergency mutual/automatic aid services. Mutual/automatic aid

services are normally not compensated. An agreement for primary services would prevent a reliance on mutual/automatic aid services, ensuring less-than-significant impacts to mutual/automatic aid services.

Emergency Medical Services

Operation of Alternative F would result in increased calls for emergency medical service and a potential decrease in response time to local emergency responders. The existing MOU provides that the Tribe would provide emergency medical training to certain members of its security staff and provide emergency medical equipment, including defibrillators, at the gaming facilities; however, the existing MOU with Sonoma County would require concurrence from the County to apply to the Lakeville Site. Impacts to local fire departments are discussed above. The City of Petaluma would provide ambulance transport service, which is primarily funded by the individual requiring transport. Novato Ambulance may be requested to respond for back-up or mutual/automatic aid services. Mutual/automatic aid assists are not intended to occur regularly and are normally not compensated. As emergency medical services including ambulance are primarily funded by the individual requiring service, increased calls for service should primarily fund increased equipment and staffing needs. It is recommended as mitigation in **Section 5.2.8** that the Tribe enter into a contract with the City of Petaluma for ambulance service. With mitigation this impact is less than significant.

Impacts to other emergency services including hospitals are similar to those discussed for Alternative A. As with other privately provided services, increased demand would fund needed improvements or expansions. The funding of these services would be privately provided and thus fiscal impacts to local government would be less than significant.

SCHOOLS

The nearest schools are located approximately 4 miles to the southwest of the Lakeville Site. The uses of Alternative F would not affect nearby schools as this distance is not substantial. Construction and operation of Alternative F would have no direct impact on school services currently provided by Old Adobe Union School District or Petaluma Joint Union High School District.

As discussed in **Section 4.11**, the existing labor pool would fill the jobs created by Alternative F. Alternative F is therefore not anticipated to increase demands on school services as it is neither creating housing nor creating a significant influx of residents. As discussed for Alternative A, it is also not anticipated to cause a decline in enrollment trends. Thus impacts to public school services would be less than significant.

4.9.7 ALTERNATIVE G – NO ACTION

Under the No Action Alternative it is assumed that future development of the Wilfred Site, Stony Point Site, and Lakeville Site would be guided by existing land use plans. For the Stony Point Site and Lakeville Site there are currently no known development plans. According to the Northwest Specific Plan the Wilfred Site would be developed with residential and commercial uses (Southern Area; City of Rohnert Park, 2004). As stated in the Northwest Specific Plan it is anticipated that developers of the Southern Area will fund the installation of public services and will contribute through City fees to the funding of off-site services. These fees would include, but not be limited to, school mitigation fees and connection fees for sewer and water. The significance determinations for impacts to public services from Alternative G are discussed in the following paragraphs; overall the impacts from Alternative G to public services are less than significant.

WATER SUPPLY

Under the No Action Alternative, there would be no additional water supply demands for the Stony Point Site or Lakeville Site, as there are no development plans for either location. Thus, the impact from these sites to water supply systems would be less than significant.

As discussed in **Section 2.8**, the Wilfred Site would be developed with residential and commercial uses consistent with the Northwest Specific Plan. Water would be supplied by the City of Rohnert Park. The City's water system is described in **Section 3.9.1**. Assuming appropriate water conservations measures are implemented and continued utilization of municipal wells and water from the Sonoma County Water Agency (SCWA), the Northwest Specific Plan indicates that adequate water supply would be available. However, additional storage facilities would be needed on-site or at existing SCWA storage facilities (City of Rohnert Park, 2004). It is also anticipated that the development would pay water connection fees (City of Rohnert Park, 2004). Given that there is adequate water supply and the development would be required to pay for water storage facilities, the impact is considered less than significant.

WASTEWATER

Under the No Action Alternative, there would be no additional wastewater service demands for the Stony Point Site or Lakeville Site, as there are no development plans for either location. Thus, the impact from these sites to wastewater services would be less than significant.

As discussed above, the Wilfred Site would be developed with residential and commercial uses. The Northwest Specific Plan (Southern Area) indicates that wastewater treatment for the development would occur at the Laguna WWTP, described in **Section 3.9.2**. The City of Rohnert Park currently owns 3.43 MGD of capacity and uses 0.48 MGD of the City of Santa Rosa's allotment. After implementation of the Incremental Recycled Water Program, the City of Rohnert Park's allotment

will increase to 5.15 MGD, which meets the estimated wastewater flows at build-out of the General Plan (City of Rohnert Park, 2004). New gravity sewer mains and a new interceptor line to the WWTP are planned if the Wilfred Site is developed according to the Northwest Specific Plan. The approximate location of the new sewer main is at Dowdell Avenue and Business Park Drive, south of an existing pump station (City of Rohnert Park, 2004). The development would be required to pay sewer connection fees (City of Rohnert Park, 2004). Given that adequate capacity is anticipated and the development would pay for development of sewer infrastructure necessary to serve the site, the impact would be less than significant.

SOLID WASTE

Under the No Action Alternative, there would be no solid waste generation for the Stony Point Site or Lakeville Site, as there are no development plans for either location. Thus, the impact from these sites to solid waste services would be less than significant.

As discussed above, the Wilfred Site would be developed with residential and commercial uses. There would be a temporary increase in construction waste from the development, which would be taken to the Redwood Landfill or another disposal site which accepts construction/demolition waste. Rohnert Park Disposal would provide collection and hauling services. The generation for this area is expected to be a small percentage of the Redwood Landfill's permitted daily intake and is not expected to significantly decrease the life expectancy of the landfill. In order to maintain or improve the City's current waste diversion rate it is anticipated that recycling and diversion programs would be implemented as for other commercial and residential areas of the City. The expected waste generation impact from the Wilfred Site under this alternative would be less than significant.

ELECTRICITY, NATURAL GAS, AND TELECOMMUNICATIONS

No development on the Stony Point Site or Lakeville Site would take place under this alternative. Thus, the impacts to electricity, natural gas, and telecommunications providers from these sites would be less than significant.

As discussed above, the Wilfred Site would be developed with residential and commercial uses. PG&E would provide natural gas and electrical services. AT&T would provide telephone services. As discussed for Alternative A, there is infrastructure adjacent to the Wilfred Site. Based on discussions with PG&E for Alternative A, it is anticipated that there is electrical and natural gas capacity. Improvements to service the site would be typical of other residential and commercial developments. As stated in the Northwest Specific Plan it is anticipated that developers will fund the installation of public services. Thus, the impact to electrical, natural gas, and telecommunications service providers would be less than significant.

PUBLIC HEALTH AND SAFETY

Law Enforcement

No development on the Stony Point Site or Lakeville Site would take place under this alternative. The impacts to law enforcement services from these sites would be less than significant.

As discussed above, the Wilfred Site would be developed with residential and commercial uses. Development would increase the patrol duties of the Rohnert Park Public Safety Department and increase calls for service to the Department. It is anticipated that development fees or taxes on the development would fund this increased demand. Thus, the impacts to law enforcement services would be less than significant.

Alcoholic Beverages

Impacts to public safety from serving alcoholic beverages would be less than significant given that businesses serving alcohol under Alternative G would be subject to state and local laws preventing the sale of alcohol to minors and given that businesses serving alcohol under Alternative G would mostly be catering to nearby residents, reducing the risk of impacts to drunk driving.

Fire Protection and Emergency Medical Services

No development on the Stony Point Site or Lakeville Site would take place under this alternative. Thus, the impacts to fire protection and emergency medical services from these sites would be less than significant.

As discussed above, the Wilfred Site would be developed with residential and commercial uses. Development would increase demands on the Rohnert Park Public Safety Department and AMR through increased calls for fire protection and emergency medical services. It is anticipated that development fees or taxes on the development would fund this increased demand. Thus, the impacts to these services would be less than significant.

SCHOOLS

No development on the Stony Point Site or Lakeville Site would take place under this alternative. Thus, the impact to schools from these sites would be less than significant.

As discussed above, the Wilfred Site would be developed with residential and commercial uses. The development of residential housing would increase demands for school services by potentially increasing the number of school age children in the Cotati-Rohnert Park Unified School District, Bellevue Union School District and/or Santa Rosa High School District.

It is anticipated that the development would pay school mitigation fees (City of Rohnert Park, 2004). Thus, the impacts to schools would be less than significant.

4.9.8 ALTERNATIVE H –REDUCED INTENSITY (WILFRED SITE)

WATER SUPPLY

Under Alternative H, on-site water facilities would be of a smaller magnitude than those of Alternatives A, because Alternative H would have fewer employees and patrons. As with Alternative A, all on-site water demands would be met by on-site wells and storage. Alternative H would utilize recycled water from an on-site wastewater treatment plant or from existing recycled water pipelines located adjacent to the site. As discussed in **Section 5.2.8**, the Tribe would coordinate with the WWTP and the City of Rohnert Park to pay appropriate connection fees and ongoing service charges for recycled water.

As discussed under Alternative A, an analytical drawdown model was developed for predicting water-level impacts due to pumping in the vicinity of the Wilfred Site. Based on this model, it is assumed that groundwater levels near the Wilfred Site would adjust to the proposed pumping rate and that stable, though lower, groundwater levels would be reached after a period of approximately four months (Komex, 2007a). Given that the City's water system would not be utilized and that a stable local groundwater level is expected after use of on-site wells, a less than significant impact to public water systems would occur. **Section 4.3** provides further discussion of project impacts to groundwater.

WASTEWATER

Wastewater treatment and disposal options for Alternative H would be the same as those discussed for Alternative A. Due to similar sized facility components, wastewater generation would be the same as that described for Alternative D. As with Alternative D, Alternative H would have an average weekday flow of 160,000 gpd and an average weekend flow of 227,000 gpd. The design flows are higher than the projected flows to provide a safety factor for design and to account for the lack of flow equalization. Alternative H would either convey wastewater to the Laguna Subregional Wastewater Treatment Plant (WWTP) or construct a new wastewater treatment facility on site.

Off-Site Option

The Laguna WWTP has an average daily dry weather flow of 17.5 MGD (City of Santa Rosa, 2006) and an average daily dry weather capacity of 21.3 MGD (**Appendix D**). This is sufficient capacity to accept project flows of 0.23 MGD. The ability of the Laguna WWTP to accept flows at projected growth and build-out of member cities is analyzed in **Section 4.12**, Cumulative Effects.

As discussed for Alternative A, connection of Alternative H to the Laguna WWTP could occur by connection to the City of Rohnert Park gravity sewer system, connection to the City's new force main, or construction of a force main directly to the Laguna WWTP. As the City of Rohnert Park's

gravity sewer system has available capacity for Alternative A, it is concluded that there is available capacity for Alternative H, which has lower projected wastewater flows. For all three scenarios, treatment and conveyance to the Laguna WWTP is subject to political, environmental, and other external factors, including conditions of approval from the City of Rohnert Park (conveyance) and City of Santa Rosa (treatment). As the WWTP and existing lines currently have capacity to convey flows from Alternative H, the impact to capacity is considered less than significant. Should wastewater be treated at the Laguna Subregional WWTP, it would be up to the Laguna Subregional WWTP partners to determine how the project would be considered in allocation calculations. As mitigation in **Section 5.2.8**, it is recommended that the Tribe pay for its fair share of the amendments to the Master Plan, and appropriate environmental documentation, if necessary.

On-Site Option

If treatment at the Laguna WWTP is infeasible, wastewater would be treated on-site with an MBR system with a design capacity of 275,000 gpd. Wastewater influent water quality, and the methods for wastewater treatment would be the same as previously described in Alternative A; however, the treatment plant would be designed for lower flows. On-site recycled water use would be maximized. Wastewater effluent would be disposed of using seasonal storage ponds/sprayfields and discharge to the Laguna de Santa Rosa (Laguna). Tertiary-treated effluent would be stored in seasonal storage ponds (typically during the dry season) and then applied to sprayfields year-round at agronomic rates. Discharge to the Laguna would occur during the wet season through the Bellevue-Wilfred Channel. If discharge to the Laguna were infeasible the seasonal storage and sprayfield requirements would be increased.

The amount of wastewater generated by Alternative H is a small fraction of the wastewater processed at the Laguna Sub-regional Wastewater Treatment Plant. Both the Tribe and the Laguna Sub-regional Wastewater Treatment Plant would be restricted by the terms of a National Pollutant Discharge Elimination System (NPDES) permit from discharging wastewater into the Laguna when Russian River flows fall below 1,000 cfs, as measured at the Hacienda Bridge. Finally, the proposed on-site wastewater treatment plant would treat project wastewater to an extremely high level (see **Section 2.2.7**, **Section 4.3.8**, and **Appendix D**). Given the relatively minimal discharge proposed by Alternative H and the high receiving water flows, which would dilute the discharge and minimize the effect to water quality (see **Section 4.3.8**), the development of an on-site wastewater facility would result in a less-than-significant impact to the regional wastewater treatment system. In addition, the regional wastewater discharge to the Laguna has recently decreased due to diversion to the Geysers Recharge Project, as described in **Section 3.9**.

SOLID WASTE

Construction

Construction of Alternative H would result in a temporary increase in waste generation. Due to a smaller square footage, the impact from Alternative H would be less than Alternative A. Since the components of Alternative H would be similar to those of Alternative A (only smaller in scale), potential solid waste streams from construction are expected to be similar to those expected for Alternative A.

Waste that cannot be recycled would be disposed of at the Redwood Landfill or another disposal site, which accepts construction/demolition materials. This impact would be temporary and not significant. Nonetheless, additional mitigation measures are included in **Section 5.2.8** that would reduce the amount of construction/demolition materials disposed of at the Redwood Landfill.

Operation

Alternative H has the same number of estimated employees as Alternative D and is expected to also generate approximately 10.6 tons per day of solid waste (**Table 4.9-5**). The Tribe would contract with Rohnert Park Disposal or Sonoma County disposal services to dispose of solid waste generated by Alternative H. Waste would be hauled to one of five landfills in the region. Most waste from the County is transferred to the Redwood Landfill. If an on-site wastewater treatment plant were constructed, it would produce sludge (biosolids) that would periodically need to be disposed of, either on-site through reuse or off-site at a landfill, as discussed under Alternative A. Alternative H's projected solid waste generation, which represents approximately 0.5 percent of the Redwood Landfill's permitted daily intake, is considered an insignificant contribution to the waste stream and is not expected to significantly decrease the life expectancy of the landfill. However, mitigation is included in **Section 5.2.8** to further reduce the amount of waste transferred to landfill.

ELECTRICITY, NATURAL GAS, AND TELECOMMUNICATIONS

As with Alternative D, which has the same components as Alternative H, the approximate total connected electrical load would be approximately 11 megawatts, which equals to roughly 26.5 watts per square foot. Emergency generators would be provided, as described above under Alternative A. Improvements required for electrical service are the same as those discussed under Alternative A. As PG&E has sufficient capacity to accommodate the operation of Alternative A which requires more energy, it is concluded that sufficient capacity would be available for Alternative H (Rivero, pers. comm., 2005). Therefore, implementation of Alternative H is expected to result in a less-than-significant impact to electricity services provided by PG&E. Nonetheless, mitigation measures have been identified in **Section 5.2.8** to reduce the electrical demand of the project.

Improvements needed for natural gas service are the same as those discussed under Alternative A. As PG&E has an adequate supply of natural gas to service the operation of larger alternatives on the Wilfred Site, it is concluded that sufficient capacity would be available for Alternative H (Harris, pers. comm., 2005). As supply is available and the Tribe would pay its share of development costs, Alternative H would result in a less than significant impact to natural gas services provided by PG&E.

Improvements for telecommunications service are the same as those discussed under Alternative A. As AT&T has the capacity to service larger-scale alternatives, it is concluded that sufficient capacity would be available for Alternative H (Graves, pers. comm., 2005). The Tribe would pay its share of development costs for service; therefore, a less than significant impact to local phone services would result.

PUBLIC HEALTH AND SAFETY

Public health and safety issues are the same as those discussed for Alternative A. Given that the Tribal-State Compact (or Secretarial procedures) would require compliance with building codes, fire inspections, and food safety, impacts would be less than significant.

Although it is not in the Tribe's economic interest to operate their pool facilities in a manner that jeopardizes public health, the absence of standards and oversight represents a potentially significant impact to public health. Mitigation is included in **Section 5.2.8** to address swimming pool design and inspection, reducing potential impacts to a less than significant level.

As discussed for Alternative A, mitigation improvements are identified in **Section 5.2.7** to restore traffic operations to levels within acceptable standards or to levels as good as or better than without the project. Therefore, with mitigation, no significant increase in emergency response times is expected.

Law Enforcement

Neither the City's Public Safety Department nor the Sonoma County Sheriff's Department would have authority over civil matters on Tribal lands, therefore no impacts from resolving civil disputes would result. As with Alternative A, it is assumed that Sonoma County would have jurisdiction to provide primary services to the hotel/casino resort under Public Law 280. The Tribe may enter into a cooperative law enforcement agreement for the provision of primary services from the City of Rohnert Park Public Safety Department. Should the northeastern portion of the Wilfred Site (on which the development of the hotel/casino resort is proposed) be annexed prior to land going into trust, the City of Rohnert Park Public Safety Department may have jurisdiction to provide primary services.

The operation of Alternative H would result in somewhat lessened law enforcement demands when compared with Alternative A. This is due to the smaller facility serving fewer patrons. Without an agreement or compensation for primary law enforcement services there would either be significant impacts to County resources to provide primary services to the hotel/casino resort without degrading existing services or there would be a significant degradation of services throughout the County caused by allocating some existing resources to the Wilfred site. **Section 4.7** discusses the fiscal impacts to Sonoma County including services funded through the General Fund. Mitigation in **Section 5.2.6** includes an annual contribution, which would ensure the Tribe reduces fiscal impacts law enforcement services. Also, consistent with Section 8.0 of the anticipated Tribal-State Compact, the Tribe would be committed to providing on-site security for casino operations to reduce and prevent criminal and civil incidents. There is currently no specific, formal agreement for the provision of primary services with the County or City. With the fiscal mitigation listed in **Section 5.2.6**, impacts to the County would be less than significant. As an alternative to the fiscal mitigation, the Tribe could enter into a law enforcement agreement with the County, City, or both. Mitigation is recommended in **Section 5.2.8** to ensure effective on-site security.

Additionally, the Rohnert Park Public Safety Department or other local law enforcement agencies may be contacted by the Sonoma County Sheriff's Department for back-up or emergency mutual/automatic aid services. Mutual/automatic aid services are normally not compensated because they provide beneficial impacts to participating departments and are not used regularly when departments are adequately funded. The Tribe would provide compensation to the County for primary services, which would prevent a reliance on mutual/automatic aid services ensuring a less than significant impact to mutual/automatic aid services.

Alcoholic Beverages

Impacts to public safety from serving alcoholic beverages would be similar, but slightly reduced, when compared to Alternative A, given the reduced size and scope of facilities under Alternative H. The Tribe would be required to comply with the terms of an alcohol and beverage license, granted from the California Department of Alcoholic Beverage Control. Project measures to reduce impacts from alcohol consumption are the same as those discussed under Alternative A. While impacts are less than significant, additional mitigation measures are recommended in **Section 5.2.8**, to further improve public safety. Mitigation includes support of sobriety checkpoints, Responsible Beverage Server Training, and enforcement of legal age limits, which have been shown to be effective in reducing alcohol-related crashed and fatalities (Center for Disease Control and Prevention, 2007; University of Minnesota, 2006).

Fire Protection Services

Construction of Alternative H would result in similar, but reduced potential risks of fire, when compared with Alternative A, due to the reduced size of development. As with Alternative A, operation of Alternative H may increase the calls for services and reduce the response time of local fire departments. The Tribe will incorporate measures into the project design to reduce the risk of fire including CFC design standards, which are the same standards as discussed under Alternative A with reduced fire flow requirements due to the reduced size. As there is currently no signed agreement for providing fire protection services, the impact is considered significant. Mitigation measures have been included in **Section 5.2.8** to reduce impacts to a less than significant level.

Mutual/automatic aid services are normally not compensated. An agreement for primary services would prevent a reliance on mutual/automatic aid services to reduce impacts to a less than significant level.

Emergency Medical Services

As with Alternative A, Alternative H may increase calls for emergency medical service and potentially decrease response times to local emergency responders; however, impacts would be to a lesser degree due to the reduced size of development. It is anticipated that the Tribe would renegotiate the MOU and provide emergency medical training to certain members of its security staff and provide emergency medical equipment, including defibrillators, at the gaming facilities. Impacts to local fire departments are discussed above. AMR would provide ambulance transport service, which is primarily funded by the individual requiring transport. The Petaluma Fire Department or other local fire departments may be requested to respond for back-up or mutual/automatic aid services. Mutual/automatic aid assists are not intended to occur regularly and are normally not compensated. As emergency medical services including ambulance are primarily funded by the individual requiring service, increased calls for service should primarily fund increased equipment and staffing needs. It is recommended as mitigation in **Section 5.2.8** that the Tribe enter into a contract with AMR or another entity for ambulance service. With mitigation this impact is less than significant.

Impacts to other emergency services including hospitals are similar to those discussed for Alternative A. Increased emergency services as a result of the project should be taken into consideration for planning purposes. As with other privately provided services, increased demand would fund needed improvements or expansions. The funding of these services would be privately provided and thus fiscal impacts to local government would be less than significant.

SCHOOLS

Highway 101 serves as barrier preventing conflicts between uses of Alternative H and the nearest schools. As with Alternative A, Alternative H would have no direct impact on school services provided by Cotati-Rohnert Park Unified School District, Bellevue Union School District or Santa Rosa High School District.

As discussed in **Section 4.11**, the existing labor pool would fill the jobs created by Alternative H. Alternative H is therefore not anticipated to increase demands on school services as it is neither creating housing nor creating a significant influx of residents. As discussed for Alternative A, it is also not anticipated to cause a decline in enrollment trends. Thus impacts to public school services would be less than significant.