

Outdoor Festival Ordinance Requirements:

19-0755

Name of Festival: Winesong Festival

1.) Dates and hours of operation (MCC 6.16.040(C)). How many people will attend? (MCC 6.16.040(D))

**Dates: Saturday September 7, 2019**

Hours: 7 am – 9 pm

Estimated attendees 1500 for a one day event

2.) Sponsor of festival:

☒ Non-profit: **Mendocino Coast Hospital Foundation.**

☐ Partnership:

Names and addresses of general partners:

☒ Corporation:

☒ Application signed by the President and attested to by the Secretary

☒ Certified copy of the Articles of Incorporation

3.) Legal description of premises where festival will be held (MCC 6.16.040(B))

APN# 017-040-50 00

Situs Address: 18220 N Highway 1, Fort Bragg, CA 95437

☒ Proof of ownership and written consent of property owners for below listed parcel and legal description of premises: **Use permit issued by Gualala Redwoods, Inc.**

4.) Statement of adequacy:

☒ Sheriff attesting to the adequacy of the proposed security or statement itemizing the deficiencies (MCC 6.16.040(E))

☒ Statement from County Health Officer attesting to the adequacy of the proposed sanitation, food handling and preparation facilities, and waste disposal (MCC 6.16.040(F))



## COUNTY OF MENDOCINO

501 Low Gap Rd., Room 1060  
Ukiah, California 95482  
Phone (707) 234-6875  
Fax (707) 463-4166

**Shari L. Schapmire**  
**Treasurer-Tax Collector**

### Application for Outdoor Festival License under Article III of Chapter 11 of the Mendocino County Code

1. Name Mendocino Coast Hospital Foundation
2. Residence Address \_\_\_\_\_
3. Mailing Address 775 River Drive, Fort Bragg, CA 95437
4. Individual \_\_\_\_\_ Corporation or Partnership 501(c)(3) EIN 68-0041554
5. Names and addresses of partners or corporation officers:

<u>John Allison</u>	<u>President</u>	<u>(same as above)</u>
Name	Title	Address

<u>Stephanie Simonich</u>	<u>Vice President</u>	<u>(same as above)</u>
Name	Title	Address

<u>Susan Warner</u>	<u>Secretary</u>	<u>(same as above)</u>
Name	Title	Address

6. Principal location of event: 18220 N. Hwy. 1, Fort Bragg, CA 95437 (707) 961-4688
- |         |           |
|---------|-----------|
| Address | Telephone |
|---------|-----------|

7. Provide certified copy of Articles of Incorporation, if applicable.
8. Provide location and legal description of the premises where the outdoor festival is to be conducted, including all lands to be used for parking or other uses incidental to the outdoor activity. Submit **proof of ownership** of said premises **or the written consent of all owners**.
9. **Provide the date or dates and the hours during which the festival is to be conducted.**
10. Provide an **estimate of the maximum number of spectators, participants, or others expected to attend the outdoor festival for each day conducted.**
11. Applicant must contact the **Mendocino County Sheriff's Office** and comply with all requirements. Provide detailed explanation of the plan for policing the activity with particular emphasis on the control and prevention of alcohol and drug consumption.
12. Applicant must contact the **Mendocino County Department of Planning and Building Services** and comply with all requirements.
13. Applicant must contact the **Mendocino County Environmental Health Department** and comply with all requirements.
14. Provide written explanation of implementation of waste reduction, reuse, recycling, and diversion programs.

15. Provide detailed information on the following areas:

- a. Security Protection
- b. Water Supply
- c. Food Supply
- d. Sanitation facilities
- e. Medical facilities and services
- f. Vehicle parking space
- g. On-site traffic control and vehicle access
- h. Plans for spectators or participants remaining at night or overnight
- i. Camping facilities
- j. Illumination of premises
- k. Cleanup of premises
- l. Rubbish removal
- m. Plans for handling larger number of overnight spectators than are expected

**This application shall be filed with the Tax Collector no later than three weeks prior to the event.** This application shall be accompanied by a non-refundable fee, (if applicable), which shall be of an amount to be set by resolution of the Board of Supervisors.

August 4, 2019  
Date

Mendocino Coast Hospital Foundation  
Applicant

Administrative Manager

Title

President of Corporation

Attest: Secretary of Corporation

## **Mendocino Coast Hospital Foundation – Winesong**

### **Supplement to the Application for Outdoor Festival License - 2019**

#8. This is the 35th year that Winesong is being held at the Mendocino Coast Botanical Gardens, 18220 Highway One, Fort Bragg, CA, 95437. Our agreement with the Gardens and with Mendocino Coast Recreation and Park District (owners of the property) and a map of the Garden area to be used is attached. Gardens property will be used for parking along with the adjoining (approximately 1 acre) properties (2) of Joe Moura Construction Co. Off-site parking with shuttle vans on Group II Managed property on Del Mar Drive (.2 mile west of Hwy One and .3 mile north of Hwy One & Hwy 20 intersection), Harvest at Mendosa's parking lot at 10501 Lansing Street in Mendocino, and properties located at 200 & 250 W. Ocean View Dr. In addition, a limited number of volunteers will park in the UPS lot at 18101 Ocean Avenue. Also enclosed are letters granting permission to use private properties for parking (Group II, Judy Haun, Joe Moura and Harvest at Mendosa's are enclosed; UPS is always slow in coming, but they allow us to use them every year; I will forward ASAP).

#9. Saturday, September 7, 2019, 7:00 am till 9:00 p.m. (The event officially runs between 11AM-5PM; final set-up 7-11AM; tear-down 5-9PM.)

#10. 1000 guests plus 500 vendor participants & volunteers; 1 day only.

#11. Hospital Foundation members, volunteers, and security personnel will patrol the Garden grounds to ensure participants' safety and to protect property. No person under 21 years of age will be given or sold alcoholic beverages. Proper ID will be required for admission who will be wrist-banded indicating to the vintners (who will be informed in writing of this procedure) to always look for the band before serving. Water stations for hydration and posters encouraging moderation will be displayed throughout the Gardens. Copy of approval from the Mendocino County Sheriff is attached.

#12. We have contacted the Mendocino County Department of Planning & Building Services and CA Fire for confirmation of our compliance.

#13. We have contacted the Mendocino County Environment Health Department and submitted a Community Event Application/Permit.

#14. Per the City of Fort Bragg ordinance, all disposables will be compostable. Clean-up of the premises and removal of rubbish after the event will be handled by Matt Rowland Events, a contracted staging company who will handle aspects of set up and clean-up; rubbish & recyclable materials removal has been contracted with Waste Management Co.

15a. Volunteer Security teams will be on duty 9AM-6PM; Sheriff's Department, City of Fort Bragg Police, and CHP offices have been notified of and invited to enter the event and monitor our traffic controls.

## **Mendocino Coast Hospital Foundation – Winesong**

### **Supplement to the Application for Outdoor Festival License - 2019**

15b. Potable water in 5-gallon dispensers, 2 ½ gallon jugs on tables throughout venue, supplied by Whispering Pines Bottle Water.

15c. Donations by commercial culinary establishments at 35-45 tables (current list of vendors attached). These establishments will serve their own offerings.

15d. Sanitation facilities at the Gardens will include existing permanent facilities which are ADA compliant, plus 22 portable toilets including 3 additional ADA compliant and 5 portable hand washing station areas.

15e. Our own Hospital ambulance with EMT's on site, 2 First Aid Tents.

15f. 5 private lots as noted in #8 (owned by Moura, Group II, & Haun).

15g. Volunteers will direct vehicle access to parking from Hwy One to/from Ocean Drive, Ocean View Drive, & Del Mar Drive. Shuttles from various hotels both north and south of Fort Bragg and from the Del Mar lot will be provided from 9AM-6PM.

15h. N/A

15i. N/A

15j. N/A

15k. Contracted crew to handle site clean-up (Matt Rowland Events & our Volunteer team). 2 large dumpsters plus 1 large recycling dumpster are rented from Waste Management. Lined garbage cans are provided throughout the Botanical Gardens. Volunteers frequently empty the garbage cans and replace liners. All garbage is taken to the rented large dumpsters.

15l. Waste Management (Fort Bragg) to remove filled dumpsters & recyclables.

15m. N/A

1254250

**ENDORSED  
FILED**

*In the office of the Secretary of State  
of the State of California*

**AUG 6 1984**

**MARCH FONG EU, Secretary of State**

**Leslie Glenn  
Deputy**

**ARTICLES OF INCORPORATION  
OF  
MENDOCINO COAST HOSPITAL FOUNDATION**

**I**

The name of this corporation is MENDOCINO COAST HOSPITAL FOUNDATION.

**II**

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific and primary purposes for which this Corporation is formed are charitable, and are to concern themselves with the procurement and extension of financial aid toward the operation, maintenance and modernization of facilities of Mendocino Coast District Hospital, located in Fort Bragg, California, in full accord with the purposes of Mendocino Coast District Hospital and to the end that the greatest amount of hospital service may be extended to the greatest number of persons served by Mendocino Coast District Hospital.

**III**

The name and address in the State of California of this corporation's initial agent for service of process is:

Mark Meinert  
700 River Drive  
Fort Bragg, CA 95437

IV

A. This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

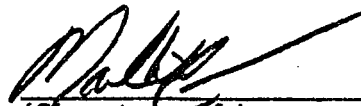
C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon dissolution or winding up of the corporation, its assets remaining after payment, or provisions for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established

its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

DATED: July 23, 1984



(Signature of Incorporator)

MARK MEINERT

(Typed name of Incorporator)

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.



(Signature of Incorporator)



Internal Revenue Service  
District Director

Department of the Treasury

P O BOX 36001 STOP SF-4-4-46  
SAN FRANCISCO, CA 94102

Date: DEC. 15, 1989

MENDOCINO COAST HOSPITAL FOUNDATION  
700 RIVER DR  
FORT BRAGG, CA 95437

Employer Identification Number:

68-0041554

Case Number:

959306021

Contact Person:

PATRICE WHANG

Contact Telephone Number:

(415) 556-0228

Our Letter Dated:

Dec. 4, 1984

Caveat Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes a notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Michael J. Quinn  
District Director

68-0041554

e: 4 DEC 1984

Mendocino Coast Hospital  
Foundation  
700 River Road  
Fort Bragg, CA 95437

Employer Identification Number:

Accounting Period End:

August 31

Foundation Status Classification:

509(a)(1) &amp; 170(b)(1)(A)(vi)

Advance Ruling Period Ending:

August 31, 1989

Person to Contact: Taxpayer

Service Representative

Contact Telephone Number:

(800) 424-1040

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1) & 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination

until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) & 170(b)(1)(A)(vi) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) & 170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) & 170(b)(1)(A)(vi) organization.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name and address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Beginning January 1, 1984, unless specifically excepted, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid \$100 or more in a calendar year.

\*For tax years ending on and after December 31, 1982, organizations whose gross receipts are not normally more than \$25,000. are excused

from filing Form 990. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

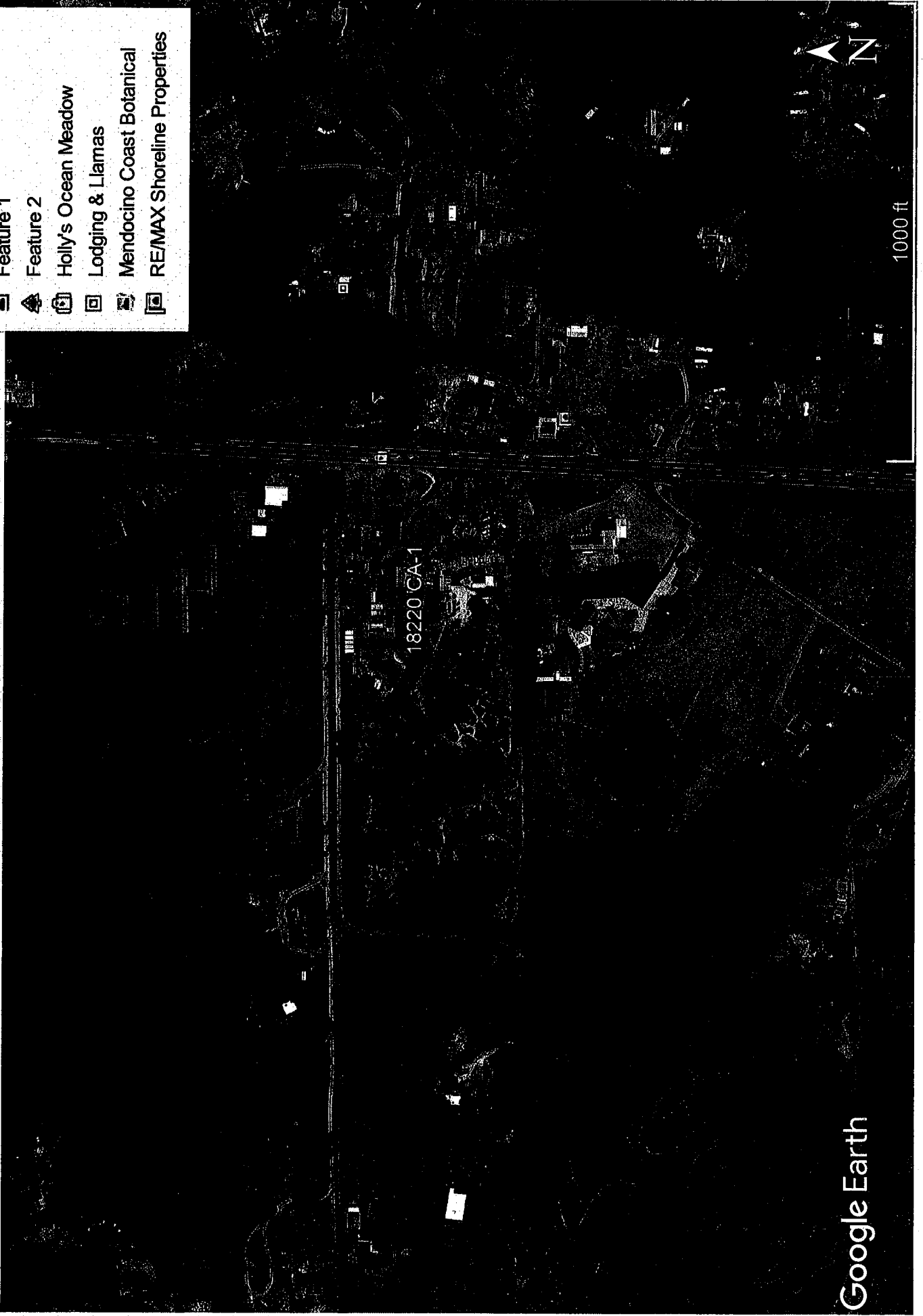
  
District Director

# Mendocino Coast Botanical Gardens 18220 CA Hwy. 1, Fort Bragg

Write a description for your map.

## Legend

- 18220 CA-1
- Feature 1
- Feature 2
- Holly's Ocean Meadow
- Lodging & Llamas
- Mendocino Coast Botanical
- RE/MAX Shoreline Properties



Google Earth

USER ID: HARPE      ASSESSOR SECURED PROPERTY SYSTEM      DATE: 08-07-2019  
ASTF100      \* INQUIRY TO SECURED PROPERTY MASTER \*      TIME: 13 24 30  
ROLL YEAR: 2020  
PARCEL NBR 017 040 50 0 0      AOL      TRA 076 011      STATUS: GOVERNMENT

ASSESSEE NAME 1 MENDOCINO COAST RECREATION AND  
NAME 2 PARK DISTRICT

AG PRE NBR \_\_\_\_\_  
OWNER INFO

C/O CHARLES BOISE

UPP

ADDR PO BOX 10

CTY/ST FORT BRAGG, CA

ZIP 95437

SITUS ADDR 18220 NO HWY 1

FB

ACREAGE 3.75

MORE NBR DIR STREET NAME

CITY

MIN ACREAGE 40K

GEN PLAN CPD

ZONING C

COMB DIST PD

LCP U

USE: 0018 RES: 02 RCRDRS NBR 0000-000 09774 DATE 06 01 1991

JAN. 1 OWNER 1 MENDOCINO COAST RECREATION AND 2 PARK DISTRICT

APPRAISAL DATE 1985 IND CD 90 VAL CHG CD 00 EXEM CD PEN CD

19-20 LAND

51984

IMP

100836

TV

PP

FX

20-21

51984

100836

EXEMP: H.O.

MISC

PRIOR NET 152820

WLA

CURR NET 152820

WTV

BEN ASSMT

SQFT1

SQFT2

CALC-ACRES

3.00

SUB DIV CD 0

LAST MAINT DATE 05 13 2019

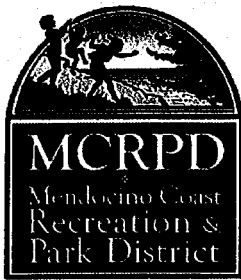
PARCEL 1

2

3

4

F5-OWNER HISTORY F19-MORE SITUS F1-AOL F2-TO VIEW



300 South Lincoln Street  
Fort Bragg, CA 95437  
707-964-9446  
Fax 707-964-1813  
[www.mendocostrec.org](http://www.mendocostrec.org)

August 5, 2019

Mendocino Coast Hospital Foundation  
Attn: Ellen Persa, Administrative Manager  
775 River Drive  
Fort Bragg CA 95437

Dear Ms. Ellen Persa,

On behalf of the Mendocino Coast Recreation and Park District (District), we are very happy to hear Winesong is planning on being held again this year.

The District proudly supports this wonderful funding raising event and understands the event is scheduled for September 7, 2019 at the Mendocino Coast Botanical Gardens. As the property owner, the District respectfully requests to be named as a supplemental member on the Mendocino Coast Hospital general liability insurance policy for the 2019 Winesong event. Please have the coverage include set-up and tear down dates as well and provide the District with a copy prior to September 7, 2019.

Please feel free to contact me if you have any questions or concerns.

Thank you.

A handwritten signature in black ink, reading "Dan Keyes", is positioned above the printed name and email address.

Dan Keyes, District Administrator  
[dkeyes@mcrpd.us](mailto:dkeyes@mcrpd.us)

C.V. Starr Community Center

Sigrid & Harry Spath Aquatic Facility

## CONFIDENTIAL DRAFT

### Venue Use Agreement

This Venue Use Agreement is entered into on 4/13/17 by and between MENDOCINO COAST BOTANICAL GARDENS, a California not-for-profit corporation, hereinafter referred to as "MCBG" and the MENDOCINO COAST HOSPITAL FOUNDATION, a California not-for-profit corporation, hereinafter referred to as "MCHF".

This Venue Use Agreement is made with reference to the following facts:

4. (1) MCHF is the lessee or real property and MCBG is the lessor. The property under consideration is the Mendocino Coast Botanical Gardens, consisting of approximately 47 acres two miles south of Fort Bragg, California.

(2) MCHF desires to use the event lawn and adjacent areas west and south of the Narrows Gate and Parking Lot A at MCBG annually, the Saturdays following Labor Day for the purpose of sponsoring a fundraising event titled "WINE SONG" on the following dates:

Saturday, September 9, 2017

Saturday, September 8, 2018

Saturday, September 14, 2019

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MCBG hereby agrees to the use of the premises described above and MCHF hereby accepts the premises described above for Saturday, September 9, 2017, September 8, 2018, and September 14, 2019. 7 MB

- a. MCBG and MCHF are both committed to hosting Winesong is a spirit of cooperation and community benefit.
- b. MCHF, working in cooperation with MCBG staff, will have access to the facility no later than Tuesday during the week preceding the event to complete the set-up of the auction area. On the Friday preceding the event MCHF will have access to the Tasting event areas to set up tables, chairs, flags and canopies. Staging areas will be designated for Thursday equipment drop. Set-up will be predetermined by joint agreement of MCBG and MCHF and will be conducted with as much sensitivity as possible to minimize disturbance to Gardens' visitors on those days. No vehicle will be allowed on narrow paths during visiting hours.
- c. A Site Coordinator shall be supplied by MCHF to supervise set-up and coordinate activities with MCBG.
- d. At the Winesong event, an auction will be held in the Event Meadow in the southwest corner of the MCBG's facility. MCBG shall prepare the garden area in cooperation with the MCHF Event Director and equipment provider.
- e. If either MCHF or MCBG determines that major site improvements would benefit the production of Winesong, the parties will negotiate the value and cost of the improvements and MCHF contributions.
- f. MCHF agrees to work in partnership with MCBG representatives with regard to table location and control of foot traffic.
- g. MCHF and MCBG agree to the limitations herein described. The parties agree to cooperate and to protect sensitive plant specimens by cordoning off these areas to foot and vehicle traffic. MCHF agrees to limit the number of vendor tables placed throughout the Gardens to 100, and to limit the total inclusive attendance (including all vendors, restaurant people, volunteers, and staff) to 1,800. The density of activity in sensitive plant areas may be limited. MCBG agrees to maintain adequate access for the above stated 100 tables and total inclusive attendance of 1,800. The parties will cooperate in setting the locations for all tables with MCBG having the right of final approval.



h. MCHF shall be responsible for cleaning the area after the event as quickly as possible. Where at all feasible, all material should be made of recycled product and that recycled garbage should be placed in containers for recycling. All other debris from the event shall be placed in proper receptacles by the Sunday following the event, and removed by the Monday following the event. Tents and other items shall be removed no later than the following Friday.

2. This is a three year agreement covering the 2017, 2018 and 2019 Winesong events. The use agreement and fee structure will be fixed for the life of this agreement. Unforeseen changes may be negotiated separately.

As a usage fee, MCHF shall pay to MCBG the sum of twenty thousand dollars each year for three years. The use agreement and fee structure of this contract will be reviewed twice: each year commencing in 2018 with the expectation of renewing the contract for an additional two years taking into account unforeseen changes and cost increases. The Agreement will be reviewed and approved no later than July 1<sup>st</sup> commencing with the 2018 review period.

January 2018 – begin the contract process for 2020 & 2021.

January 2020 – begin the contract process for 2022 & 2013.

- a. MCHF agrees to place a pre-approved full page advertisement in the auction catalog that will represent and promote the Gardens and that the Gardens will also be referenced on the event tasting map. The MCHF will give the Gardens the artwork deadline and design parameters at least six weeks in advance.
- b. MCHF will agree to place one Live Auction lot, obtained by MCBG, into the Live Auction. MCHF must deem this lot appropriate, with a full description supplied by the MCBG by July 1<sup>st</sup> in order to be included in auction catalogs. Lessor will be provided advice and support by the MCHF Event Director regarding production of this live auction lot and MCBG will receive 100% of the proceeds for the auction lot. This subparagraph shall be reviewed annually and may be terminated by either party with 90 days' notice.
- c. MCHF agrees to compensate MCBG for the cost of any additional mutually agreed on labor to clean-up the grounds and to cover any damages resulting from this event. MCHF will provide a \$3,000 deposit (consistent with the use of the grounds by every other group with MCBG) by the end of August each year for this purpose. Representatives of both parties will conduct a thorough post-event inspection of the Gardens on the Monday following the event, and within 14 days following the event mutually determine the total sum for clean-up and/or damage, at which time the remaining deposit will be returned.
- d. MCHF agrees to grant permission to MCBG to use of the Winesong tents and equipment without charge the week of Winesong up to and including the Monday following Winesong. MCBG's event schedule must be determined prior to MCHF's production contract negotiations beginning in October of the previous year. MCHF agrees to furnish MCBG a copy of the Winesong Production Contract on or before January 1<sup>st</sup> of the event year. MCBG will be responsible for any additional costs in 'resetting' the Auction area for the purpose of their fundraising concert/events. Additional details will be worked out in a cooperative spirit between the Winesong Event Director or MCHF Executive Director and the MCBG concert/event representative. MCBG agrees to comply with presenting the Winesong venue as contracted with contracted Production Company. Additionally, MCBG will supply certificates for its liability and other event insurance for any fundraising events and hold harmless MCHF for all non-test related concerns during the period from its fundraising concert/event set up to breakdown.

3. The parties agree that during the hours of the event MCHF and MCBG shall co-supervise the event and MCHF shall further supervise the parking of vehicles. The Gardens will only be open for Winesong activities from dawn to dusk with the exception of designated works crews that may arrive earlier or stay later. MCHF shall be responsible for providing parking (off-site) and/or shuttle service for attendees.

- a. MCHF will keep vehicle traffic to a minimum throughout the Gardens. No vehicle traffic will be allowed east of the Narrows Gate. Limited parking will be allowed along the Farmhouse Road in

the field immediately west of the Vegetable Garden. Vehicle traffic is limited to walking speed, and under no circumstance shall exceed 5 mph.

b. If MCHF needs early access (before 7:30 a.m.) to the Gardens specific requests must be discussed each year at least one week in advance.

4. MCHF agrees to ensure that parking readily remains available for necessary MCBG staff on the day of the Winesong event.

5. MCHF hereby agrees that it will have in force on the event day, set-up and dates, general liability insurance, including property damage and personal injury liability in an amount of not less than \$10 million. MCHF shall provide MCBG with written proof of such coverage at least one week before each Winesong event. MCHF shall cause MCBG and the Mendocino Coast Recreation and Park District to be named as 'additional insured' for this event on the insurance policy covering MCHF.

6. MCBG reserves the right to pursue construction projects which may be in the proximity of the Event Lawn at any time outside the Winesong event timetable of September 1 – 30 in any year of the term of this agreement. If construction is undertaken, and if the land use format changes as a result of a new building on sites used by Winesong, MCBG will make every effort to provide additional space for lost Winesong venue space. MCBG will notify MCHF of its construction plans no later than 120 prior to any Winesong event. Upon such notification, MCHF will have the right to terminate this contract within 30 days of notification.

7. In addition thereto, MCHF hereby agrees to hold harmless MCBG from any and all claims, demands, actions and causes of action which may accrue as a result of MCHF's use of the premises on the date/s specified here.

a. In addition thereto, MCBG agrees to hold harmless MCHF from any and all claims, demands, actions and causes of action which may accrue as a result of MCBG's negligence during MCHF's use of the premises on the date/s specified herein.

8. MCHF shall not be liable for any venue use fee in the event that inclement weather forces the event to an alternate indoor location, except for actual cost incurred by MCBG in preparation for the event.

9. MCHF produces Winesong as an annual fund-raising event in support of its mission to raise funds to provide financial support to the Mendocino Coast Healthcare District (d.b.a. Mendocino Coast District Hospital). Should MCHF discontinue or cease to produce Winesong this agreement shall be terminated upon 90 days' notice from MCHF to MCBG.

10. This Agreement shall inure to the benefit of, and be binding upon, the heirs, administrators and assigns of each of the parties hereto.

11. MCHF shall meet all requirements of the California State Highway Patrol, Mendocino County Sheriff's Office, ABC and the local Fire Department. MCHF shall obtain all required permits applicable to the event.

12. In the event of default of either party hereto, the non-defaulting party is entitled to Attorney's fees, Court costs and other incidental costs incurred in the enforcement of the Agreement against the defaulting party.

IN WITNESS THEREOF, the parties have set their hand on the date herein set forth.

MENDOCINO COAST BOTANICAL GARDENS

MENDOCINO COAST HOSPITAL FOUNDATION

  
Molly Barker, MCBG Executive Director

  
Michelle Roberts, MCHF Executive Director

Date: 4/12/11

Date: 4/12/11



FD#: \_\_\_\_\_

## ENVIRONMENTAL HEALTH DIVISION

860 N Bush St, Ukiah, CA 95482

Telephone: (707) 234-6625

**Community Event Application / Permit**  
(Statement of Adequacy for an Outdoor Festival)**Non-Profit Tax ID#:** EIN 68-0041554

Event Name: Winesong Event Date(s) and Hours: 9/7/2019 11AM-5PM

Event Location: Mendocino Coast Botanical Gardens # of Food Vendor Booths: Approx. 45 (current list attached)

Property Owner: 18220 N. Hwy. 1, Fort Bragg, CA 95437 Estimated Maximum Attendance: 1000 guests plus 500 vendors & volunteers

Name: Mendocino Coast Recreation & Park Dist. Coordinator's Contact Person: Ellen Persa

Coordinator's Business Name: Mendocino Coast Hospital Foundation Phone #: 707-961-4688

Mail Address: 775 River Dr., Fort Bragg, CA 95437

The following information must be submitted **a minimum of one month prior to the event date:**  
(*Faxed or Photocopies will not be accepted*)

- ☐ **Event On Time < 15 Food Vendor Booths = \$158** ☐ **Event On Time 15 or > Food Vendor Booths = \$303**
- ☐ **Event Late Fee < 15 Food Vendor Booths = \$256** ☐ **Event Late Fee 15 or > Food Vendor Booths = \$384**

☒ **Site Plan**

The site plan must show the proposed location of the temporary food facility vendors, the restrooms, and any shared facilities such as sinks, sewer access, or garbage dumpsters, and locations of drinking fountains.

☒ **Food Vendor List and Temporary Food Permit Applications**

Complete and submit the attached vendor list with this application. It is your responsibility to distribute the enclosed blue booklets which include the food vendor application and fees, to your food vendors.

☒ **Toilet Facilities**

1. At least one toilet facility is required to be provided for each 15 employees within 200 feet of each temporary food facility. Each toilet facility shall be provided with handwashing facilities with hot and cold running water, pump dispenser soap, and single-use sanitary towels.
2. A minimum of one toilet and one handwashing facility shall be available for each 100 patrons.

☒ **Water Supply****List Water Source:** Mountain Fresh Spring Water

A potable water supply shall be provided.

A minimum of one drinking fountain shall be available for each 500 patrons.

☒ **Refuse Disposal**

Provide # and type of waste receptacles to be available at event.

A minimum of one 50 gallon garbage can shall be available for each 100 patrons per day.

As Event Coordinator, I certify that all of the information above has been provided and is correct and that I have read and understand the "Temporary Food Facility Requirements", and I understand that I am responsible for ensuring compliance with the California Retail food Code (Cal Code) by the temporary food vendors operating at this event.

Applicant  
Signature: \_\_\_\_\_Date: 8/4/2019Applicant's  
Title: \_\_\_\_\_Administrative Manager

Fee Received: \_\_\_\_\_

Payment #: \_\_\_\_\_

Payment Date: \_\_\_\_\_

Received By: \_\_\_\_\_

When approved by the Environmental Health Division, this  
application shall serve as your permit.

**(For Official Use Only)**

Approved By: \_\_\_\_\_

**Environmental Health Specialist**

Approval Date: \_\_\_\_\_

## Community Event Food Vendor List

**Event Name:** Winesong **Event Date(s):** 9/7/2019

**Event Coordinator:** It is your responsibility to provide the blue booklet containing the food permit application to each of the **food vendor booths** you expect to be operating at your event in a timely manner. If you run low, you should contact 234-6625 immediately for more. Please remember to advise the food vendors that their permit application and fee must be submitted to Environmental Health (5) business days prior to the event start date, in order to qualify for the reduced permit fee. Applications received less than (5) business days prior to the event, will be subject to a delinquent fee.

**Postmarks are acceptable. Faxed or Photocopied Applications will not be accepted.**

Vendor Business Name	Contact Person	Mailing Address	Phone #	PHF*/NPHF*
		Please see attached list		

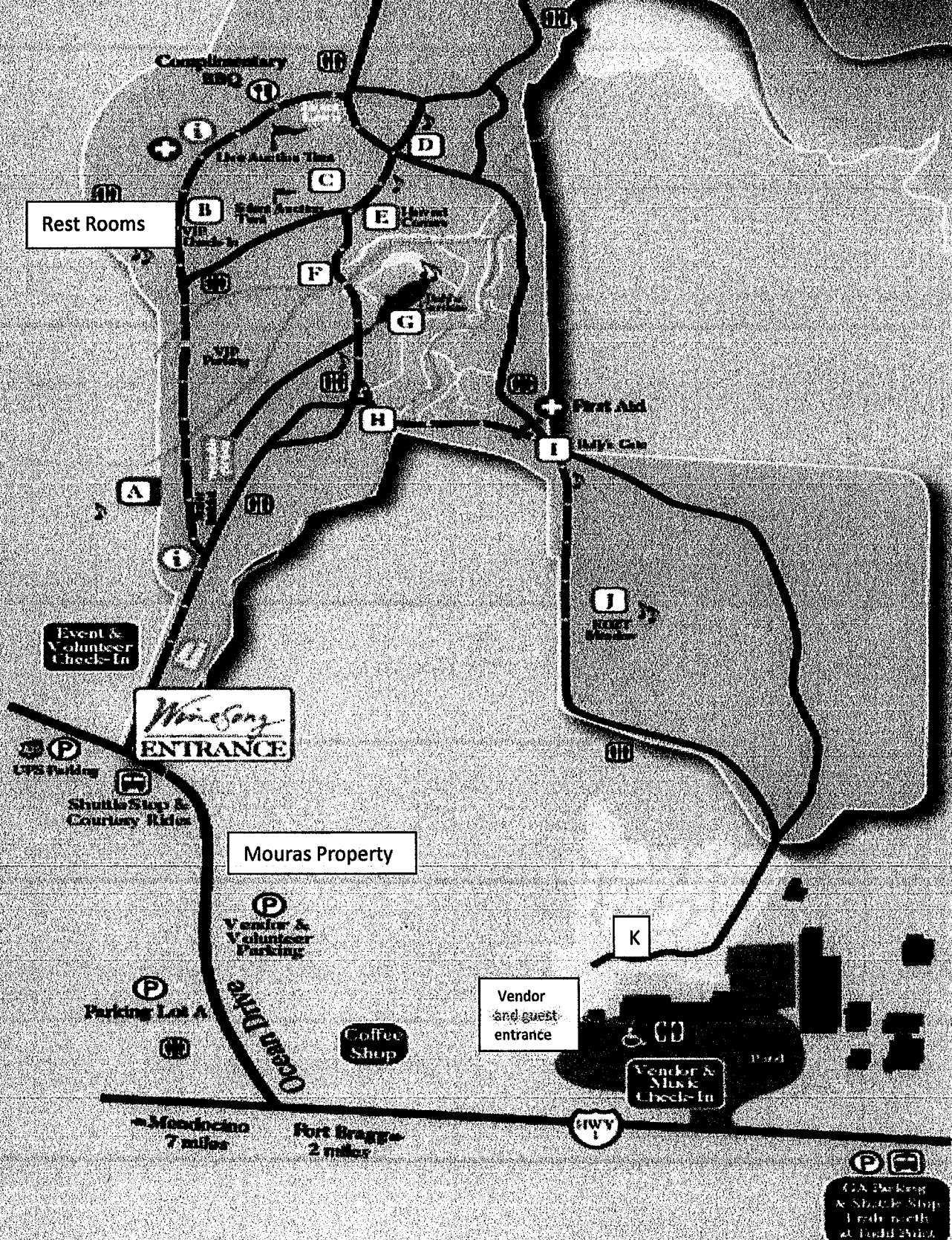
**\*Booths serving Potentially Hazardous Foods (PHFs):** Potentially hazardous foods are which are typically high in protein content, contain moisture, have neutral or slightly acidic pH levels, and have a history of foodborne illness outbreaks and a natural potential for contamination due to production and processing methods. Examples are:

Tofu or Soy Protein foods Cooked Rice, Beans or other heat-treated plant foods Sprouts and Raw Seeds	Meat; Beef, Pork, Lamb... Shell Eggs	Milk and Milk Products Bake or Boiled Potatoes Shellfish and Crustacea	Fish Sliced Melons Garlic-in-Oil Mixtures Synthetic ingredients
--	---	--	--

**\*\*Booths serving Non-Potentially Hazardous Foods (NPHFs):** Non-Potentially hazardous foods are as follows:

Cookies      Breads      Cakes      Potato Chips      Popcorn      Cotton Candy      Candy Bars      Etc...

Pacific Ocean



## Winesong Wine & Food Tasting: Beverage Vendors

Artevino/Maple Creek Winery  
Artezin Zinfandel  
Balletto Vineyards  
Barra of Mendocino  
Bellacosa  
Bee Hunter  
Big River Coffee  
Black Oak Coffee Roasters  
Blue Oasis  
Boeket Wines  
Booch Craft Kombucha  
Breathless Sparking Wines  
Bricoleur Vineyards  
Brutoca Family Vineyards  
Bundaberg Brewed Drinks  
Burrell School Single Vineyard  
Cache Creek Vineyards & Winery  
CalStar Cellars  
Carol Shelton Wines  
Champ de Reves  
Chance Creek  
Christopher Creek  
Copain Wines  
Davis Bynum  
DeLoach Vineyards  
Domaine Anderson  
Dry Creek Vineyard  
Dry Sparkling Sodas  
Duckhorn Vineyards  
Dusky Goose  
Estate 1856  
Fentimans Sodas  
The Flight Deck  
Foursight Wines  
Frey Vineyards  
Vintage Wine Estates  
Goldeneye  
Gowar's Heirloom Ciders  
Graziano Family of Wines  
Greenwood Ridge Vineyards  
Grgich Hills Estate  
Halcon  
Handley Cellars  
Husch  
J. Rickards Winery  
Jackson Family Wines  
Jaxon Keys  
Kings Mountain  
Korbel CA Champagne  
Larsen Projekt  
Lula

Paradise Ridge  
Matrix Winery  
McNab Ridge Wine Company  
Meyer Family Celars  
Miner Family Winery  
Minus Tide  
Mountain Fresh Water  
Murder Ridge  
Navarro Vineyards  
North Coast Brewing  
Overtime Brewing  
Panthea Winery & Vineyard  
Paradise Ridge  
Pech Merle  
Pedroncelli  
Peterson Winery  
Philo Rige Vineyards  
Powicana Farm  
Pride Mountain Vineyards  
Rapsallion Spirits Co.  
Rivino  
Roederer Estate  
Roma's Vineyard  
Experience Rose  
Saddleback Cellars  
Scharffenberger  
Seebass  
Shandel's Oppenlander Vineyard  
Silver Oak  
Simaine Cellars  
Smith Story  
Southen Destinations  
Steele  
Stephen & Walker  
Swanson Vineyards  
Tamar Distillery  
Thanksgiving Coffee  
Toulouse Vineyards  
Valiance  
Walt Wines  
Whispering Pines Water  
Witching Stick  
Wrights Station  
Yorkeville Cellars Organic Vineyards  
Zialena

## **Winesong Wine & Food Tasting: Culinary Vendors**

A Sweet Affair

Albion River Inn Restaurant

Asian Fusion Sea Valley Café

Bonanno Family Gourmet Olives

Café Beaujolais

Caito Fisheries

Carol Hall's Hot Pepper Jelly Company

Costeaux French Bakery

Crush Italian Steakhouse

Ellery Clark Catering

Frosted Cupcakes & Goodies

Guittard Chocolate Company

Harvest Market

Hopland Tap Room & Grill

Kemmy's Pies

The Ledford House

Little River Inn

MacCallum House

MCDH Nutrition Services

Mendocino G.F. Baking Company

Mendocino Hotel

Mendocino James & Preserves

Mendocino Mushrooms

Noyo Food Forest

Noyo Harbor Inn

Pennyroyal Farm

Piaci's Pub & Pizzeria

Restaurant Los Gallitos

Silver's at the Wharf

Sugar Coated Catering

Tres Bien Creamery

Trillium Café

Westport Hotel

Also –

Winesong is setting up two large BBQ stations, one at each end of the event staging areas

Celebrating our  
35th year of

**WineSong!**  
2019

CHARITY AUCTION  
& TASTING

**Mendocino Coast  
Hospital Foundation**

775 River Drive  
Fort Bragg, CA 95437  
tel 707.961.4688  
fax 707.961.4975  
admin@winesong.org  
www.winesong.org  
www.mchfoundation.org

**MCHF Board of Directors**

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BOB CIMMIYOTTI  
JAMES KATZELL, M.D.  
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*Immediate Past-President*  
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STEPHANIE SIMONICH,  
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SUSAN WARNER,  
*Secretary/Treasurer*

**Auction Committee**

DAN BERGER  
MEREDYTHE & CLAYT DALEY, JR  
NARSAI DAVID  
VINCE & RENEE DIPIERRO  
ANN & DICK GRACE  
JETT GULBRONSEN  
JOSEPH & PATRICIA HARBISON  
MONTY & SARA PREISER  
GEORGE ROSE  
MICHAEL & JANET VERLANDER  
ALLEN CHERRY, *Pacini Wines*  
ALBERT & BONNIE LAKE, *Vintours*

**MCHF Staff**

MICHELLE ROBERTS,  
*Executive Director*  
MELISSA SEALE-IVANKAY,  
*Event Director*  
ELLEN PERSA,  
*Administrative Manager*

**Winesong**

ZIGGY ESCHLIMAN  
*Auction Director*  
JANIS MACDONALD,  
*Tasting Coordinator*

MCHF is a 501(c)(3) tax exempt  
organization. EIN 68-0041554

July 21, 2019

Joe Moura  
Moura Family  
18200 N. Hwy. 1  
Fort Bragg, CA 95437

Dear Mr. Moura,

On behalf of the Mendocino Coast Hospital Foundation, I am writing to request permission to use your properties located at 18200 and 18150 N. Hwy. 1 in Fort Bragg for parking purposes for our 35th Winesong Charity Auction & Grand Tasting, which will be held on Saturday, Sept. 7<sup>th</sup>, 2019.

Included herein is an insurance Certificate of Coverage regarding your property.

Since 1984 our charity event has raised more than \$8 million for enhancements in medical services and equipment at the Mendocino Coast Hospital.

We very much appreciate your continued support for the work we do. To show our appreciation we will send you four complimentary tickets to Winesong later this summer.

If you have questions or concerns, please give me a call at (707) 961-4688. Please sign and return one copy of this letter in the enclosed envelope.

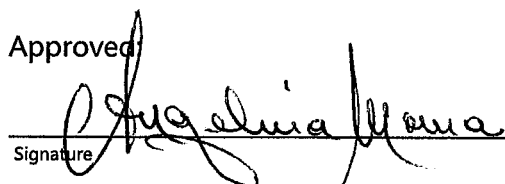
Thank you in advance for your support of MCHFoundation.

Sincerely,

  
Ellen Persa

Administrative Manager

Approved

  
Signature

Date

07/31/19

Please sign and return a copy of this form. Thank you!



Celebrating our  
35th year of

**WineSong!**  
2019

CHARITY AUCTION  
& TASTING

**Mendocino Coast  
Hospital Foundation**

775 River Drive  
Fort Bragg, CA 95437  
tel 707.961.4688  
fax 707.961.4975  
admin@winesong.org  
www.winesong.org  
www.mchfoundation.org

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*Event Director*  
ELLEN PERSA,  
*Administrative Manager*

**Winesong**

ZIGGY ESCHLIMAN  
*Auction Director*  
JANIS MACDONALD,  
*Marketing Coordinator*

MCHF is a 501(c)(3) tax exempt  
organization. EIN 68-0041554

July 21, 2019

Judy Haun  
180 Boatyard Dr  
Fort Bragg, CA 95437

Dear Ms. Haun,

On behalf of the Mendocino Coast Hospital Foundation, I am writing to request permission to use your properties located at 200 & 250 W. Ocean View Dr. in Fort Bragg for parking purposes for our 35th Winesong Charity Auction & Grand Tasting, which will be held on Saturday, Sept. 7<sup>th</sup>, 2019.

Included herein is an insurance Certificate of Coverage regarding your property.

Since 1984 our charity event has raised more than \$8 million for enhancements in medical services and equipment at the Mendocino Coast Hospital.

We very much appreciate your continued support for the work we do. To show our appreciation we will send you four complimentary tickets to Winesong later this summer.

If you have questions or concerns, please give me a call at (707) 961-4688.

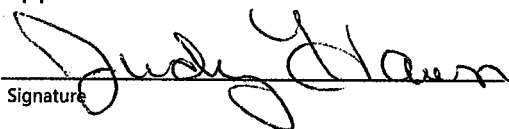
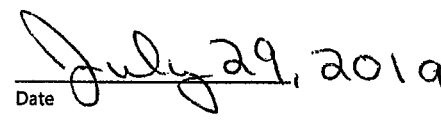
Thank you in advance for your support of MCHFoundation.

Sincerely,

  
Ellen Persa

Administrative Manager

Approved:

   
Signature Date

Please sign and return a copy of this form. Thank you!

**Ellen Persa**

---

**From:** gregpatton1 <gregpatton1@yahoo.com>  
**Sent:** Friday, March 29, 2019 8:47 AM  
**To:** Ellen Persa  
**Subject:** Re: Winesong Insurance Certificates

Hello Ellen:

Everything looks correct and is still available for parking for the hospital fund raising event.

We will look for your use form.

Best of luck, once again.

Greg Patton

Sent via the Samsung Galaxy Tab A, an AT&T 4G LTE tablet

----- Original message -----

**From:** Group II Commercial Real Estate <admin@groupiire.com>  
**Date:** 3/28/19 11:23 AM (GMT-08:00)  
**To:** Greg Patton <gregpatton1@yahoo.com>  
**Subject:** FW: Winesong Insurance Certificates



---

**From:** Ellen Persa [mailto:ellen@mchfoundation.org]  
**Sent:** Thursday, March 28, 2019 10:50 AM  
**To:** Group II Real Estate  
**Subject:** RE: Winesong Insurance Certificates

Hello Greg,

Hope this finds you all doing well. Here we are - that time again...we're preparing our insurance certificate list for our policy renewal and I'm hoping we can again use your property for parking for Winesong on 6/7/2019.

**THOMAS D. ALLMAN**  
Sheriff-Coroner



**Undersheriff Matthew Kendall**

**Captain Gregory L. Van Patten**  
*Field Services*

**Captain Tim Pearce**  
*Corrections*

**County of Mendocino**  
**Office Of The Sheriff-Coroner**

---

July 23, 2019



Winesong!  
775 River Drive  
Fort Bragg CA 95437

To Whom It May Concern:

I have reviewed your security provisions for the Winesong! charity event that will be held Friday September 6<sup>th</sup>, Saturday September 7<sup>th</sup> and Sunday September 8<sup>th</sup> 2019. The Mendocino County Sheriff's Office has no issues with the attached security provisions and we do support your event.

Very truly yours,

THOMAS D. ALLMAN  
SHERIFF-CORONER

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Andrew Porter", is written over a horizontal line.

Lt. Andrew Porter  
Coast Sector Commander

TA/AP/jnw  
cc: file



## Mendocino County Health & Human Services Agency

*Healthy People, Healthy Communities*

**Tammy Moss Chandler, Director**

**Environmental Health**

Trey Strickland, Director



UKIAH OFFICE  
860 N. Bush St.  
Ukiah, CA 95482  
Phone: 707-234-6625

FORT BRAGG OFFICE  
120 W. Fir St.  
Fort Bragg, CA 95437  
Phone: 707-961-2714

August 12<sup>th</sup>, 2019

Mendocino County Tax Collector

501 Low Gap Road, Room 1060

Ukiah, CA 95482

**Subject: WINESONG**

Dear Shari Schapmire,

The Environmental Health Department has received the application and permit for the Winesong event. The application was reviewed as a single day event sponsored by the Mendocino Coast Hospital, to be held on September 8<sup>th</sup>, 2019.

The facilities and planned operation are found to be adequate to meet public health requirements for such an outdoor event or festival.

Items addressed were: location, operation, sanitation (liquid waste and hand washing), refuse disposal, and food service.

Sincerely,

A handwritten signature in black ink that reads "Vince Hawkins".

Vince Hawkins, REHS

Consumer Protection Program

Mendocino County Environmental Health Division