



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting August 3, 2021

TELECONFERENCE INFORMATION

The meeting will be held in person and via teleconferencing, as authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, with members of the Board attending from separate remote locations. This hybrid format recognizes that the state is moving beyond the Blueprint for a Safer Economy beginning June 15, 2021.

Members of the public may participate in person, or via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/98419219560>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 984 1921 9560.

To provide public comment, press the "Raise Hand" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar ID 984 1921 9560.

To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

ON THE WEB You can view the upcoming agenda at <http://monocounty.ca.gov/bos>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

2. RECOGNITIONS

A. Proclamation Designating the Month of August 2021 Child Support Awareness Month

Departments: Board of Supervisors, sponsored by Chair Kreitz
10 minutes

(Amy Weurdig, Eastern Sierra Child Support Services Regional Director) - Each August, Child Support Awareness Month is recognized and celebrated by the 47 County and Regional Child Support offices across California, along with child support offices nationwide. The Eastern Sierra Child Support Services Agency acknowledges the dedication of our child support services team and their hard work in providing a safety net for our local children and families.

Recommended Action: Adopt proposed proclamation. Provide any desired direction to staff.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments
Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

4. DEPARTMENT/COMMISSION REPORTS

Receive brief oral report on emerging issues and/or activities.

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Board Minutes - June 8, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on June 8, 2021.

Recommended Action: Approve the Board Minutes from the Regular Meeting on June 8, 2021.

Fiscal Impact: None.

B. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 6/30/2021.

Recommended Action: Approve the Investment Report for the Quarter ending 6/30/2021.

Fiscal Impact: None

C. Contract with Caporusso Communications

Departments: CAO

Proposed contract with Caporusso Communications pertaining to public relations and communication services.

Recommended Action: Approve County entry into proposed contract and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The contract limit is \$90,000 through June 30, 2022, and was included in the adopted budget.

D. Authority to Hire Emergency Preparedness Manager at Step C

Departments: Public Health

Authorize the Public Health Director to fill the Emergency Preparedness Manager position at Step C (75C).

Recommended Action: Authorize the Public health Director to hire Ms. Brianne Chappell-McGovern at a C step in the position of Emergency Preparedness Manager.

Fiscal Impact: There is no impact to the County General Fund. The cost of this position is currently budgeted in fiscal year 2021-22. The fiscal impact for the remainder of fiscal year 2021-22 will be approximately \$123,690 consisting of \$72,476 in salary and \$51,214 in benefits.

E. Amendment to Desert Springs Contract Limit for Fiscal Year 2020-2021

Departments: Economic Development

Amendment to the Desert Springs contract limit applicable to FY 2020-2021.

Recommended Action: Approve Desert Springs contract limit amendment for FY 2020-2021 (see attached draft amendment) using unspent appropriations for fish stocking in FY 2020-2021, and authorize Board Chair to sign the amendment.

Fiscal Impact: None. The increase required for the Fish Enhancement (102) budget to support the contract limit increase is funded entirely from unspent FY 2020-2021 appropriations included in the carryover balance in the Fish Enhancement fund balance. There is no fiscal impact to the County's General Fund.

F. Ordinance Amending Mono County Code Section 3.52.050 - Assessment Appeals Boards

Departments: Clerk of the Assessment Appeals Board

Proposed ordinance amending Mono County Code Section 3.52.050 to align with changes in state law which eliminated specified qualifications for members of County Assessment Appeals Boards in counties with populations under 200,000.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: None.

G. Ordinance Amending Chapter 2.68 of the Mono County Code "Personnel System"

Departments: Human Resources

Ordinance amending Chapter 2.68 of the Mono County Code to reflect the current use of Personnel Rules applicable to individual bargaining units, rather than a codified Personnel System

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Letter from Alan Haight and Jo McProud Expressing Concern Regarding Off-Highway Vehicles in the Mammoth Lakes-June Lake Area

A letter from Alan Haight and Jo McProud expressing concern regarding the increasing prevalence of unregulated off-highway vehicles in the Mammoth Lakes-June Lake area of the Inyo National Forest.

B. Letter from Los Angeles Department of Water and Power (LADWP) Regarding LADWP's Adaptive Management Plan for the Bi-State Sage

Grouse in Long Valley

Letter from Cynthia McClain-Hill, President of the Board of Water and Power Commissioners, responding to the letter sent by the Board of Supervisors on April 20, 2021 regarding LADWP's Adaptive Management Plan for the Bi-State Sage Grouse in Long Valley.

C. Notification of Eastern Sierra Land Trust Application for Second Renewal of Accreditation

Eastern Sierra Land Trust has announced that they are applying for their second renewal of their accreditation with the Land Trust Accreditation Commission and the Land Trust Alliance (LTA). The land trust accreditation program recognizes land conservation organizations that meet national quality standards for protecting important natural places and working lands.

D. Application for Alcoholic Beverage License

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Krystin Snyder located at 474 S. Landing Rd, Crowley Lake, CA 93546.

E. Letter from Tri-Valley Groundwater Management District Board of Directors Regarding Appointments to the Board

A letter from the Tri-Valley Groundwater Management District Board of Directors notifying the Board of Supervisors of the opportunity to make an appointment to the Tri-Valley Board of Directors by August 24, 2021.

F. Letter from Inyo County Board of Supervisors to Altice USA/Suddenlink Regarding Issues

A letter from the Inyo County Board of Supervisors to Altice/Suddenlink regarding issues related to broadband service in the region.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health
30 minutes

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic. Discussion of planning for changes to County operations, including, but not limited to: status of emergency declarations; returning to in-person County meetings; returning remote employees to work.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire Emergency Operations Center

10 minutes

(Justin Nalder, EOC Director) - Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

Recommended Action: Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts.

Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

Fiscal Impact: Continuation of the declared emergencies supports the County's eligibility for state disaster assistance while debris efforts are still underway. Debris removal costs are eligible for reimbursement only when there is an immediate threat to public health and safety.

C. PUBLIC HEARING: General Plan Amendment 21-01 (GPA 21-01): Safety Element, Land Use Element Cleanup & Chapter 16, Accessory Dwelling Units Update

Departments: Community Development

Public Hearing: 10:00 AM (30 minutes)

(Bentley Regehr, Planning Analyst) - Proposed ordinance for modifications to the Safety Element and Chapter 16 of the Land Use Element (Accessory Dwelling Units), and minor changes to the Land Use Element.

Recommended Action:

- 1) Hold a public hearing on GPA 21-01, the associated Addendum to the General Plan Environmental Impact Report, and receive testimony, deliberate, and make any desired modifications; and
- 2) Introduce, read title, and waive further reading of proposed Ordinance ORD21-__ making the required findings, certifying the Addendum, and adopting General Plan Amendment 21-01.

Fiscal Impact: None.

D. Contract Approval for Prescriptive Accessory Dwelling Unit (ADU) Design

Departments: Community Development

15 minutes

(Jason Davenport, Building Inspector) - Proposed contract with RRM Design Group pertaining to engineering and architectural services.

Recommended Action: Approve County entry into proposed contract with RRM Design Group. Provide any desired direction to staff.

Fiscal Impact: Total budget not to exceed \$80,000 with grant funding of \$74,800 and approved general fund (Building Division budget) of \$5,200.

E. Approval of Contract between Mono County and EcoShift for Services Related to Updates to Vehicle Miles Traveled (VMT) and Greenhouse Gas Emissions (GHG) Standards

Departments: Community Development

10 minutes

(Bentley Regehr, Planning Analyst) - Proposed contract with EcoShift Consulting pertaining to services related to updates to Vehicle Miles Traveled (VMT) and Greenhouse Gas Emissions (GHG) standards.

Recommended Action: Approve County entry into proposed contract and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The County's budget for the project is \$105,200, of which \$85,200 are SB-2 grant funds and \$20,000 are LTC funds. Up to 5% of the funding will be available to compensate for County staff time.

F. Fiscal Year 2020-2021 Year End Clean Up Budget Adjustment

Departments: Finance, CAO

10 minutes

(Janet Dutcher, Finance Director, Megan M. Chapman, Accountant II) - During the year-end process of closing the accounting records, approval from the Board of Supervisors is required when budgeted appropriations are estimated insufficient to cover actual spending incurred by County Departments and where other administrative remedies to reallocate budgeted amounts within budget units is not available or inefficient to do so.

Recommended Action: Approve and direct the Finance Director to make the FY 2020-2021 year-end budget clean-up adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

Fiscal Impact: If approved as recommended, General Fund expenditure contingencies is reduced by \$64,000 to a remaining balance of \$254,550. In non-General Fund accounts, additional spending of \$125,987 is offset by an increase of \$37,000 in GF subsidy to cover unanticipated maintenance expenditures at the County's airports, use of \$32,987 of carryover in the Fish Enhancement fund, and use of \$56,000 of carryover in the Civic Center Capital

Projects fund.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session – Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Amerisourcebergen Drug Corp., Cardinal Health, McKesson Corporation, Purdue Pharma L.P., Purdue Pharma, Inc, The Purdue Frederick Co., Inc. et al., U.S. Dist. Court for Eastern California, Case No. 2:18- cv-00149-MCEKJN.

C. Closed Session – Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Ernesto Bravo and Elvira Bravo, Mono County Superior Court Case No. CV 200072.

D. Closed Session - Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

10. BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

ADJOURN



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Board of Supervisors, sponsored by Chair Kreitz

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Amy Weurdig, Eastern Sierra Child Support Services Regional Director

SUBJECT Proclamation Designating the Month of August 2021 Child Support Awareness Month

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Each August, Child Support Awareness Month is recognized and celebrated by the 47 County and Regional Child Support offices across California, along with child support offices nationwide. The Eastern Sierra Child Support Services Agency acknowledges the dedication of our child support services team and their hard work in providing a safety net for our local children and families.

RECOMMENDED ACTION:

Adopt proposed proclamation. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proclamation

History

Time	Who	Approval
7/22/2021 12:57 PM	County Counsel	Yes
7/19/2021 9:42 AM	Finance	Yes
7/30/2021 1:50 PM	County Administrative Office	Yes



MEETING: July 27, 2021

FROM: Amy Weurdig

SUBJECT: Proclamation Declaring August 2021 Child Support Awareness Month

RECOMMENDED ACTION:

Request Board approve a proclamation declaring August 2021 as Child Support Awareness Month in Inyo County.

SUMMARY/JUSTIFICATION:

Each August, Child Support Awareness Month is recognized and celebrated by the 47 County and Regional Child Support offices across California, along with child support offices nationwide. The Eastern Sierra Child Support Services Agency acknowledges the dedication of our child support services team and their hard work in providing a safety net for our local children and families. Our agency recognizes that children are our most valuable resource and we strive to assist families in meeting their emotional, medical and financial needs by promoting positive relationships, assisting in the establishment of support services and ensuring that support payments are received on a regular and timely basis. During the past year, our local child support office adapted quickly to the challenges of the pandemic by supporting families and connecting them with vital community resources. In addition, over \$2,747,818 was collected in FFY 2019-2020 to assist local children and families. In reflection of our continued dedication to serve local families through our support program, the Eastern Sierra Child Support Services Agency respectfully requests that the Inyo Board of Supervisors adopt the following resolution proclaiming August 2021 as "Child Support Awareness Month."

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Inyo County

FINANCING:

N/A



AUGUST 2021 CHILD SUPPORT AWARENESS MONTH PROCLAMATION

WHEREAS, children are our most valuable resource and consistent support helps them become healthy, productive and well-adjusted adults; and,

WHEREAS, Child Support Awareness Month recognizes the role of parental, emotional, financial and community service support in the wellbeing of our children; and,

WHEREAS, in the past year alone, the Eastern Sierra Child Support Agency provided assistance to over 896 children and 1046 families in Inyo and Mono Counties; and,

WHEREAS, Child Support Professionals working for the Eastern Sierra Department of Child Support Services work day in and day out to improve the quality of life of children and families through timely, accurate, and responsive child support services; and,

WHEREAS, The Eastern Sierra Child Support Agency is dedicated to seeking new ways in which to increase the accessibility and effectiveness of its child support program through innovative systems and procedures; and,

WHEREAS, Eastern Sierra Department of Child Support serving Inyo and Mono Counties, actively seeks to provide Family-Centered Services through partnerships with other County and State agencies, to establish and collect consistent child support payments to families; and,

WHEREAS, increasing public awareness of the significance of child support through outreach, education and other media outlets will reinforce the importance of parental responsibility for the financial, emotional and physical support of their children; and

NOW, THEREFORE, the Mono County Board of Supervisors proclaims August 2021 as “Child Support Awareness Month” in Mono County.

APPROVED AND ADOPTED this 3rd day of August 2021, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - June 8, 2021

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the Board Minutes from the Regular Meeting on June 8, 2021.

RECOMMENDED ACTION:

Approve the Board Minutes from the Regular Meeting on June 8, 2021.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[DRAFT Minutes](#)

History

Time	Who	Approval
7/23/2021 9:29 AM	County Counsel	Yes
7/27/2021 12:45 PM	Finance	Yes
7/30/2021 1:48 PM	County Administrative Office	Yes



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

Teleconference Only - No Physical Location

**Regular Meeting
June 8, 2021**

Backup Recording	Zoom
Minute Orders	M21-130 – M21-136
Resolutions	R21-37 – R21-43
Ordinance	ORD21-04 Not Used

9:00 AM Meeting Called to Order by Chair Kreitz.

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).

Supervisors Absent: None.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Duggan.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

2. RECOGNITIONS – NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Toured old hospital and house purchased by County
- Continued weekly meeting on budget
- Workplace Wellness meeting

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Robert Bendorf - Strategic planning
- Conversation with Patricia Robertson (Mammoth Lakes Housing) regarding strategies to improve access to affordable housing
- Worked with staff on audit of outstanding COVID-19 orders

4. DEPARTMENT/COMMISSION REPORTS

None.

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Board Minutes - May 11, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on May 11, 2021.

Action: Approve the Board Minutes from the Regular Meeting on May 11, 2021.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-130

B. Board Minutes - May 17, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Special Meeting on May 17, 2021.

Action: Approve the Board Minutes from the Special Meeting on May 17, 2021.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-131

C. Board Minutes - May 18, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on May 18, 2021.

Action: Approve the Board Minutes from the Regular Meeting on May 18, 2021.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-132

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

D. Resolution Suspending Operation of Mono County Fish and Wildlife Commission

Departments: Economic Development

Proposed resolution suspending operations of the Mono County Fish and Wildlife Commission; directing staff to return to the Board with a workshop and recommendations; and specifying that the Mono County Board of Supervisors will continue to make determinations regarding expenditures from the Fish and Game Fine Fund under Fish and Game Code section 13103.

Action: Approve Resolution R21-43, suspending operations of the Mono County Fish and Wildlife Commission.

Gardner motion. Corless seconded.

Vote: 5 yes, 0 no

R21-43

Supervisor Peters:

- Expressed concern regarding indefinite suspension of commission
- Request for staff to come back to Board with workshop by end of August

Stacey Simon, County Counsel:

- Clarified that four positions are expiring at end of June. For those whose terms are not up for reappointment, their appointment is suspended and may be reinitiated upon further action by the Board

Jeff Simpson, Economic Development Manager:

- Prepared to come back by August with a workshop with recommendations for the Board

Staff direction to come back at end of August with workshop.

E. Resolution to Opt-Out of AOT (Laura's Law)

Departments: Behavioral Health

It is required by the Department of Health Care Services (DHCS) for counties to have a Resolution to Opt-Out of the Assisted Outpatient Treatment (AOT), aka: Laura's Law. The Behavioral Health department provides the services to any person who would qualify for treatment under Laura's Law, and is recommending an opt-out due to the added administrative burden for the county.

Given our current inter-departmental collaborative structures, between the court, DA, probation department, jail and other entities, individuals who require the level of services outlined by Laura's Law, will be (and have been) provided intensive, outpatient, WrapAround type services to enhance their ability to experience recovery. Opting Out of the AOT does not change our service delivery, it only changes our ability to continue

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

providing what is needed on a case-by-case basis without added and unfunded administrative burden.

Action: Approve Resolution R21-37, Authorizing Mono County Behavioral Health to Opt Out of the Requirements of AB 1976 Regarding Assisted Outpatient Treatment.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

R21-37

F. Senate Bill 1 - Road Maintenance and Rehabilitation Account (RMRA) Project List

Departments: Public Works - Engineering

Proposed resolution adopting a list of projects for 2021-2022 funded by SB1: The Road Repair and Accountability Act of 2017.

Action: Approve Resolution R21-38, adopting a list of projects for 2021-2022 funded by SB 1: The Road Repair and Accountability Act of 2017.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

R21-38

G. 2021 Special Events Road Closures

Departments: Public Works - Roads

When road impacts exist due to special events held within the County, roads must be closed, or traffic controlled in accordance with County policy which includes an approving Board Resolution. Staff has endeavored to gather the requisite information from special events in 2021 and bring them forward for Board approval at once.

Action:

- 1) Adopt proposed resolution R21-39 "A resolution of the Mono County Board of Supervisors authorizing the temporary closure of county roads for the Town of Mammoth Lakes Fourth of July fireworks celebration."
- 2) Adopt proposed resolution R21-40 "A resolution of the Mono County Board of Supervisors authorizing the temporary closure of a portion of a county road in June Lake for the annual June Lake triathlon to be held on Saturday July 10, 2021."
- 3) Adopt proposed resolution R21-41 "A Resolution of the Mono County Board of Supervisors authorizing the closure of certain county roads and state highways to thru traffic in the Mono Lake and Long Valley areas for the 2021 Mammoth Gran Fondo bike ride."
- 4) Adopt proposed resolution R21-42 "A resolution of the Mono County Board of Supervisors authorizing the temporary closure of county roads in the Bridgeport area for the 2021 Bridgeport Ridge Rambler."

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

R21-39, R21-40, R21-41, R21-42

H. Bridgeport Banner Caltrans Maintenance Agreement

Departments: Public Works - Facilities

Proposed contract with CalTrans pertaining to an agreement between Mono County and Caltrans for the Bridgeport Banner Project.

Action: Approve County entry into proposed contract and authorize Board Chair to execute said contract on behalf of the County.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-133

6. CORRESPONDENCE RECEIVED – NONE

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic. Discussion of planning for changes to County operations as the State moves into its "Beyond the Blueprint" stage, including, but not limited to: status of emergency declarations; returning to in-person County meetings; and returning remote employees to work.

Action: None.

Bryan Wheeler, Public Health Director:

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-119>) – 1.08% 30-day increase, Blueprint for a Safer Economy – yellow tier, walk-in vaccination clinic schedule, vax for the win campaign, Beyond the Blueprint, Cal OSHA COVID-19 Prevention emergency temporary standards
- Addressed third dose / booster

Bob Lawton, CAO:

- In person meetings

Stacey Simon, County Counsel:

- Addressed Cal OSHA regulations

Chair Kreitz:

- Intends to attend June 15 meeting in person

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Supervisor Peters:

- Cal OSHA – asked about barriers or social distancing instead of masking if unvaccinated

Supervisor Corless:

- Recommend waiting until July until more direction is provided

Supervisor Duggan:

- Recommend waiting until July until more direction is provided

Supervisor Gardner:

- Does not feel need for June 15 meeting in person

Break: 10:04 AM

Reconvened: 10:10 AM

B. FY 2021-22 Recommended Budget Presentation

Departments: CAO, Finance

(Janet Dutcher, Finance Director, Megan Mahaffey, Accountant II) - The budget development team will present the FY 2021-22 Recommended Budget, which was published on June 4, 2021 in anticipation of the budget public hearing scheduled for June 15, 2021.

Action: None.

Janet Dutcher, Finance Director:

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-119>) – Budget policy and fiscal resiliency, Budget approach and key results, Budget balancing, Budget overview & the numbers, Positions

Megan Mahaffey, Accountant II:

- Budget book materials

Public Comment:

- Fred Carleton – 14 county survey should be released in time for the paper to present it to the public

C. Letter to California Department of Fish and Wildlife (CDFW) Regarding Fishing Regulations on the East Walker River

Departments: Economic Development

(Jeff Simpson, Economic Development Manager) - The proposed draft letter addresses the negative impacts of the recently changed CDFW fishing regulation for the East Walker River (closed in winter, increase fish harvest, switching from barbless hooks to barbed hooks, and regulation simplification), and recommends an emergency regulation change on the East Walker River to catch-and-release angling year-round with barbless artificial lures with a zero trout limit.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Action: Approve and authorize the chair to sign the supplemental comment letter for submittal.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-134

Jeff Simpson, Economic Development Manager:

- Reviewed letter

Break: 11:23 AM

Reconvened: 11:31 AM

D. Letter to the Board of Forestry and Fire Protection Regarding the 2021 State Minimum Fire Safe Regulations

Departments: Community Development

(Wendy Sugimura, Community Development Director, April Sall, Planning Analyst) - Proposed comment letter to the Board of Forestry and Fire Protection (BOF) regarding the 2021 State Minimum Fire Safe Regulations. The BOF initiated a 45-day comment period on April 23 and comments are due before the end of the public hearing at the June 22 BOF meeting.

Action:

- 1) Approve as amended and authorize the Chair to sign.
- 2) Direct staff to submit the approved letter by the June 22 deadline, and provide direction on making public comment on at the June 22 Board of Forestry public hearing.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-135

Wendy Sugimura, Community Development Director:

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-119>) – background, SMFSR overview, concerns, additional comment, suggested edits

April Sall, Planning Analyst:

- Wildfire rebuilds – 30-foot setback impacts

E. Predevelopment Loan Agreement with Pacific West Communities, Inc.

Departments: Behavioral Health

(Amanda Greenberg, Program Manager) - Proposed predevelopment loan agreement with Pacific West Communities, Inc. pertaining to the development of planned permanent supportive/affordable housing project in the Town of Mammoth Lakes.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Action: Approve loan agreement and authorize County Administrative Officer to execute the agreement on behalf of the County.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-136

Amanda Greenberg, Program Manager:

- Presented item

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

Moved to Item 10.

9. CLOSED SESSION

Closed Session: 12:43 PM

Reconvened: 2:08 PM

No action to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Dave Wilbrecht. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. K.R. Property Development & Real Estate et al. (Mono County Superior Court Case No. CV200081).

10. BOARD MEMBER REPORTS

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Supervisor Corless:

- 6/2 - Justice, Equity, Diversity, Inclusion working group meeting; there will be an update on the program at the 6/15 BOS meeting.
- 6/3 - US Forest Service Region 5 listening session with county supervisors
- 6/4 - Yosemite Gateway Area Coordination Team recreation task force meeting, discussed recreation impacts and shared our dispersed camping collaboration resources.
- Continued work on RCRC meeting in Mammoth--thanks to Supervisor Duggan for her assistance. Also participated in other RCRC-related meetings.
- Congratulations to MHS Class of 2021!

Supervisor Duggan:

- 05/19/21 – I participated in Round 2 of the 2021-22 Mono County Budget Meetings with my colleagues.
- 5/20/21 – Long Valley RPAC
 - I participated the meeting of the re-formed Long Valley RPAC. The new and returning members selected officers, priorities, and goals. This group has decided to meet every other month.
 - Inyo County Supervisor Jen Roeser, owner of the McGee Creek Pack Station, is collaboration with me on wildfire prevention best practices and I am sharing the Swall Meadows & Paradise Community Wildfire Protection Plan with her.
- 5/24/21 – I participated in the final session of the Mammoth Voices Leadership Academy. This group is committed to promoting civil discourse and helping mentor those interested in community service. They will be offering another class in 2022.
- 5/25/21 - I attended the Economic Development, Tourism, and Film Commission meeting. There was discussion of the general uptick in business throughout the county, the many film production inquiries, and the status of the Fish and Wildlife Commission.
- 5/26/21 – I attended with Mono County staff and County Counsel the monthly meeting of the TGMD. This was their first meeting in person, but they want to continue to offer board members a ZOOM option for those who cannot attend meetings. I will work with IT to explore their options.
- 6/2/21 –
 - I participated in the last meeting of my term as a Board Member for Mammoth Lakes Tourism. I again want to thank the staff and Board for their support of the entire Eastern Sierra community through MLT's work with the 2020 Food Bank and the Mono County Vaccine Clinics. I look forward to continuing to partner with MLT through their collaboration with Mono County Tourism and various other organizations.
 - I participated in the LAFCO meeting along with Commissioner Kreitz. We held a public meeting then adopted the 2021-22 Budget, discussed possible future annexations at MMSA, and will be reviewing property tax agreements for the Snowcreek Annexation at a future meeting. There was also discussion of updating the Mono/Madera MOU for emergency services.
- 6/4/21 – I participated in class 1 of CSAC's Leading for Diversity, Equity, and Inclusion. This was an excellent, interactive session with a follow-up class on June 18.
- I am continuing to assist Supervisor Corless with arrangements for the upcoming RCRC Annual Meeting in Mammoth 6/16-18.

Supervisor Gardner:

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- On Wednesday June 2 I participated in three meetings:
 - The meeting of the Mono Basin Partners coordinated by Katherine Jones from the Mono Lake State Park Reserve. We discussed the opening of the Mono Basin Scenic Visitor Center and other activities and events in the area.
 - The meeting of the County's Justice, Equity, Diversity, and Inclusion Working Group. We had a good discussion regarding the next steps for this group.
 - The monthly meeting of the June Lake Citizens Advisory Committee. Topics discussed included requests to Caltrans for crosswalks and other safety-related options for Rt. 158 in June Lake, general traffic calming in the June lake village area, and the status of dispersed camping at Grant Lake.
- On Thursday June 3 I participated in three events:
 - A Caltrans press event at the vista viewpoint on Sherwin Grade for their Clean California litter cleanup proposal. We discussed the status of the dispersed camping project and supported Caltrans effort to clean up our roadsides.
 - A webinar on Effective Leadership in Housing and Development sponsored by the Institute for Local Government. One of the key takeaways from this event was the need to build widespread organized citizen support for housing in our communities.
 - The opening training session for the Mono Basin Volunteer Program. This year 13 new trainees joined the almost 90 existing volunteers who provide various support to several public and non-profit agencies in the Mono Basin.
- On Friday June 4 I participated in the monthly meeting of the Kutzadika Tribal Council. They were pleased that Rep. Obernolte did introduce the bill last Tuesday June 1 to provide formal Federal recognition of their tribe. Now the challenge is getting Congress to act on this bill and enact it as soon as possible. The tribe continues to be active in working on several events and consultation with various public agencies.
- Also, on Friday I joined three other volunteers at Grant Lake in cleaning up fire rings and trash left by campers over the Memorial Day weekend. This past weekend we had about 11-12 dispersed campers at the lake with only two illegal fires Saturday night.
- Finally, yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. We heard updates from several different public agency representatives, including a great listing of proposed USFS recreation facility improvements planned for the next several years, including campgrounds, trails and trailheads, and visitor centers. As these and other projects are completed, we will have much better recreation infrastructure for our tourists and residents to enjoy on our public lands.

Supervisor Kreitz:

- June 2, I participated in the LAFCO meeting where we adopted the annual budget, which was a roll-over budget. We received an update from Mammoth Resorts VP of Development, Tom Hodges on the Main Lodge rebuild as a result of their land trade with the USFS. Tom said that they are evaluating whether or not they will tie-into the MCWD system for the Main Lodge development or create a new and improved waste water treatment facility where they currently house their waste water. Tom also mentioned that the GIS system has not been updated to include the land trade. Request that IT and the Assessor look into this.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- On Thursday, June 3rd I participated in an ILG Effective Leadership webinar on Housing and Development. It was a good basic overview of housing development with a lot of discussion around the determination of the states' Regional Housing Needs Allocation (RHNA).
- I attended two additional meetings on Thursday - the CCRH Board met to discuss topics for our meeting with HCD Director, Gustavo Velasquez; and the SCE wildfire safety meeting.
- Friday, June 4th I joined a call with Supervisor Peters, IT Director Nate Greenberg, PIO Justin Caporusso, and CAO Bob Lawton for what was intended to be a meeting with Senator Borgeas' head of staff on the Governor's broadband budget item. While the Senator's staff didn't end up joining us it was a productive meeting and conversation. I will be reaching out to key Assemblymembers this week to encourage their support for the middle mile funding to be allocated and implemented this year, not over the course of many years as now proposed. It is unfortunate that a letter in opposition from AT&T has led to a last minute unraveling of a solid plan to get reliable and efficient broadband to all residents of California.
- Yesterday, June 7th I volunteered at the Mammoth Vaccination Clinic. Great to see some first dose people and lots of second dose youth. The CCRH Legislative Committee met later that afternoon for our standing meeting. The committee discussed the AB 880 which would have created a revolving loan fund for disaster areas that need their federal disaster funding in advance of federal distribution in order to get homes rebuilt more quickly. The bill, sponsored by Assemblymember Aguilar-Curry was moved to the suspense file unfortunately. We also discussed the draft budget which includes funds for farmworker housing. There's also a lot of concern around CDLAC's rural set-aside for 4% LIHTC which is insufficient to meet the demands of rural affordable housing development. The last round only funded one development of many that applied under the rural set-aside. We will be taking this matter up with the HCD Director at our meeting this afternoon.
- The MLH Board met last night. The Board welcomed another new board member, Mr. Brian D'Andrea. Brian comes with a wealth of experience and knowledge in affordable housing development as he is the Senior Vice President at Century Housing Corporation, a nonprofit affordable housing organization located in Los Angeles. The Board then participated in a governance workshop. MLH is working on a revised cost of work for the 238 Sierra Manor Road project given the escalating cost of materials and HCDs request for an update as they review possible grant funding for the project. As of May the median single family home price in unincorporated Mono County was \$559,000 and the median condo price was \$425,000. The Board approved contracts for two local consultants to develop a marketing plan and one to implement the marketing plan. The Board approved the fiscal year 2021-22 budget which includes an anticipated 5% contract increase from the Town. MLH and the Town Council are meeting July 7th for a joint meeting to discuss the draft three year contract.

Supervisor Peters:

- June 3, I attended the Southern California Edison Wildfire Safety webinar – discussed their plans to deal with PSPS and how to reduce the impacts on the communities, discussion about email alerts, resiliency project for when PSPS events occur
- Also attended the Antelope Valley RPAC – excellent updates on the Mountain View Fire, recovery efforts, planning updates, discussions about community coming out of COVID

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- On June 4, attended the CSAC Broadband Working group – focusing in on what is happening to the 7 billion dollar budget passed in the May revise. Discussion with Assemblymember Bigelow specific to this issue.
- On June 5, attended the Antelope Valley Lions Club monthly business meeting – continue to do great work in the community. Also visited later that day with the USFS permit holders up at Virginia Lakes and representatives from Forest Service. Looking at signage, anticipated improvements.
- Yesterday, conversation with Race Communication Vice President about some areas that are still struggling to be connected with fiber. Illegal infrastructures.
- Met with multiple Mountain View Fire survivors, a lot of new emerging issues. Thanked Mary Booher, Justin Nalder, CAO Lawton, and Louis Molina.
- Lastly, spoke with Vice President of California Wool Growers Association regarding issue that impacts AG wages for sheep and goat herders.

Moved to Item 9.

ADJOURNED AT 2:12 PM.

ATTEST

JENNIFER KREITZ
CHAIR OF THE BOARD

QUEENIE BARNARD
SENIOR DEPUTY CLERK OF THE BOARD

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Finance

TIME REQUIRED

SUBJECT Quarterly Investment Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Investment Report for the Quarter ending 6/30/2021.

RECOMMENDED ACTION:

Approve the Investment Report for the Quarter ending 6/30/2021.

FISCAL IMPACT:

None

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Investment Report for the Quarter ending 6/30/2021](#)

History

Time	Who	Approval
7/22/2021 12:57 PM	County Counsel	Yes
7/19/2021 9:43 AM	Finance	Yes
7/30/2021 1:51 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank, CGIP
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM, MPA
Finance Director

Kimberly Bunn
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

Date: August 3, 2021
To: Honorable Board of Supervisors
Treasury Oversight Committee
Treasury Pool Participants
From: Gerald Frank
Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended June 30, 2021 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows growth in the current mix of cash and investments when compared to prior months and particularly the same time last year. Additionally, the section at the bottom shows maturity by month for all non-same day investments.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff’s Department has two accounts: The Civil Trust Account and the Sheriff’s Revolving Fund. The balances in these accounts as of June 30, 2021 were \$34,564 and \$3,572 respectively.
- Mono County’s OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$28,778,790 as of June 30, 2021. This is an irrevocable trust to mitigate the liability for the County’s obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on June 30, 2021.

Weighted Average Maturity (WAM) as of June 30, 2021 was 540 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a cost basis, the portfolio totaled \$145,415,204 and the market value was \$147,204,294 (calculated by Union Bank) or 101.2% of cost. Market value does not include accrued interest, which was \$337,250 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	9/30/2020	12/31/2020	3/31/2021	6/30/2021
Average Daily Balance	\$133,384,429	144,649,715	150,218,863	152,222,665
Earned Interest (including accruals)	\$513,690	475,919	440,483	414,496
Earned Interest Rate	1.5321%	1.3089%	1.1892%	1.0922%
Number of Days in Quarter	92	92	90	91
Interest Received (net of amortized costs)	514,015	479,404	439,255	397,976
Administration Costs	\$11,028	\$11,804	\$17,089	\$11,558
Net Interest for Apportionment	\$502,987	\$467,600	\$422,166	\$386,418



Mono County Portfolio Holdings by Security Sector As of June 30, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cash												
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	8,589,054.07	8,589,054.07	8,589,054.07	0.50	0.50	N/A	1	None		5.92
Sub Total / Average Cash			8,589,054.07	8,589,054.07	8,589,054.07	0.500	0.500		1		0.00	5.92
Local Government Investment Pools												
Local Agency Investment Fund LGIP	LAIF6000Q	7/1/2014	58,958,932.96	58,958,932.96	58,958,932.96	0.26	0.26	N/A	1	NR		40.66
Sub Total / Average Local Government Investment Pools			58,958,932.96	58,958,932.96	58,958,932.96	0.262	0.262		1		0.00	40.66
CD Negotiable												
Abacus Federal Savings Bank 1.75 10/18/2024	00257TBJ4	10/18/2019	249,000.00	249,000.00	260,381.79	1.750	1.750	10/18/2024	1,206	None	143.26	0.17
ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022	01748DAX4	9/29/2017	245,000.00	245,000.00	251,176.45	2.150	2.150	9/29/2022	456	None	14.43	0.17
Ally Bank 1.9 8/22/2022	02007GLF8	9/18/2019	245,932.96	247,000.00	252,058.56	1.900	2.053	8/22/2022	418	None	1,645.76	0.17
American Express Bank, FSB 2.35 5/3/2022	02587CEM8	5/3/2017	245,000.00	245,000.00	249,745.65	2.350	2.350	5/3/2022	307	None	914.89	0.17
Apex Bank 3.1 8/24/2023	03753XBD1	8/24/2018	245,000.00	245,000.00	260,035.65	3.100	3.100	8/24/2023	785	None	124.85	0.17
Austin Telco FCU 1.8 2/28/2025	052392AA5	2/28/2020	249,000.00	249,000.00	260,267.25	1.800	1.800	2/28/2025	1,339	None	356.10	0.17
AXOS Bank 1.65 3/26/2025	05465DAE8	3/26/2020	249,000.00	249,000.00	260,336.97	1.650	1.650	3/26/2025	1,365	None	45.02	0.17
Bank Hapoalim B.M. 3.5 11/14/2023	06251AV31	11/14/2018	245,000.00	245,000.00	263,842.95	3.500	3.500	11/14/2023	867	None	1,104.18	0.17
Bank of Baroda New York 3.3 9/28/2023	06062R4E9	11/19/2018	243,652.50	245,000.00	261,777.60	3.300	3.423	9/28/2023	820	None	2,082.16	0.17
Bank of Botetourt 1.75 10/25/2024	063907AA7	10/25/2019	249,000.00	249,000.00	260,424.12	1.750	1.750	10/25/2024	1,213	None	59.69	0.17
Bank of Deerfield 2.85 2/15/2024	061785DY4	2/15/2019	249,000.00	249,000.00	265,740.27	2.850	2.850	2/15/2024	960	None	291.64	0.17
Bank of Delight 2.85 2/22/2024	061803AH5	2/22/2019	249,000.00	249,000.00	265,852.32	2.850	2.850	2/22/2024	967	None	155.54	0.17
Bank of New England 3.2 7/31/2023	06426KAM0	8/9/2018	247,000.00	247,000.00	262,252.25	3.200	3.200	7/31/2023	761	None	0.00	0.17
Belmont Savings Bank 2.7 2/28/2023	080515CHO	2/28/2018	245,000.00	245,000.00	255,233.65	2.700	2.700	2/28/2023	608	None	36.25	0.17
BENEFICIAL BANK 2.15 10/18/2022	08173QBX3	10/18/2017	245,000.00	245,000.00	251,441.05	2.150	2.150	10/18/2022	475	None	1,053.50	0.17
BMW Bank North America 2.7 3/9/2022	05580ALT9	3/9/2018	245,000.00	245,000.00	249,517.80	2.700	2.700	3/9/2022	252	None	2,047.93	0.17
Caldwell Bank & Trust Company 1.95 8/19/2024	128829AE8	8/19/2019	247,000.00	247,000.00	259,471.03	1.950	1.950	8/19/2024	1,146	None	1,728.66	0.17
Capital One Bank USA NA 2 8/21/2024	14042TCB1	8/30/2019	245,000.00	245,000.00	257,769.40	2.000	2.000	8/21/2024	1,148	None	1,731.78	0.17
CAPITAL ONE, NATIONAL ASSOCIATION 1.7 10/5/2021	14042RCQ2	10/5/2016	245,000.00	245,000.00	245,923.65	1.700	1.700	10/5/2021	97	None	981.34	0.17
Celtic Bank 1.35 4/2/2025	15118RUR6	4/2/2020	249,000.00	249,000.00	257,578.05	1.350	1.350	4/2/2025	1,372	None	257.87	0.17
Centerstate Bank 1 4/30/2025	15201QDK0	5/13/2020	248,000.00	248,000.00	253,312.16	1.000	1.000	4/30/2025	1,400	None	414.47	0.17
CF Bank 2 8/13/2024	15721UDA4	8/13/2019	249,000.00	249,000.00	261,910.65	2.000	2.000	8/13/2024	1,140	None	231.95	0.17
City National Bank of Metropolis 1.65 2/14/2025	17801GBX6	2/14/2020	249,000.00	249,000.00	260,140.26	1.650	1.650	2/14/2025	1,325	None	180.10	0.17
Commercial Bank Harrogate 3.4 11/15/2023	20143PDV9	11/15/2018	249,000.00	249,000.00	267,525.60	3.400	3.400	11/15/2023	868	None	347.92	0.17
Commercial Savings Bank 1.8 10/18/2024	202291AG5	10/18/2019	247,000.00	247,000.00	258,707.80	1.800	1.800	10/18/2024	1,206	None	889.20	0.17
Congressional Bank 2.1 7/24/2024	20726ABD9	7/24/2019	247,000.00	247,000.00	260,399.75	2.100	2.100	7/24/2024	1,120	None	2,231.12	0.17
Cornerstone Community Bank 2.6 5/17/2024	219240BY3	5/17/2019	249,000.00	249,000.00	265,419.06	2.600	2.600	5/17/2024	1,052	None	230.58	0.17
Country Bank New York 3 1/25/2024	22230PBY5	1/25/2019	249,000.00	249,000.00	266,375.22	3.000	3.000	1/25/2024	939	None	102.33	0.17
Crossfirst Bank 2.05 8/18/2022	22766ABN4	8/18/2017	245,000.00	245,000.00	250,377.75	2.050	2.050	8/18/2022	414	None	165.12	0.17
Delta National Bank and Trust 0.55 7/21/2025	24773RBW4	7/31/2020	249,000.00	249,000.00	249,642.42	0.550	0.550	7/21/2025	1,482	None	562.81	0.17
Direct Federal Credit Union 3.5 9/11/2023	25460FCF1	12/10/2018	249,000.00	249,000.00	266,773.62	3.500	3.500	9/11/2023	803	None	477.53	0.17
Dollar BK Fed Savings BK 2.9 4/13/2023	25665QAX3	4/13/2018	245,000.00	245,000.00	256,838.40	2.900	2.900	4/13/2023	652	None	1,518.33	0.17
Enerbank USA 3.2 8/30/2023	29278TCP3	8/31/2018	245,000.00	245,000.00	260,694.70	3.200	3.200	8/30/2023	791	None	0.00	0.17
Enterprise Bank & Trust 1.8 11/8/2024	29367SJK8	11/8/2019	249,000.00	249,000.00	260,914.65	1.800	1.800	11/8/2024	1,227	None	270.15	0.17
Evansville Teachers Federal Credit Union 2.6 6/12/2024	299547AQ2	6/12/2019	249,000.00	249,000.00	265,767.66	2.600	2.600	6/12/2024	1,078	None	514.37	0.17
Farmers State Bank 2.35 9/19/2022	310567AB8	1/19/2018	245,000.00	245,000.00	251,646.85	2.350	2.350	9/19/2022	446	None	173.51	0.17
First Bank of Highland 2.2 8/9/2022	319141HD2	8/9/2017	245,000.00	245,000.00	250,688.90	2.200	2.200	8/9/2022	405	None	2,082.16	0.17
First Jackson Bank 1.05 3/27/2025	32063KAV4	3/27/2020	247,790.04	249,000.00	254,796.72	1.050	1.150	3/27/2025	1,366	None	21.49	0.17
First Kentucky Bank Inc 2.55 4/26/2024	32065TAZ4	4/26/2019	249,000.00	249,000.00	264,774.15	2.550	2.550	4/26/2024	1,031	None	69.58	0.17
First Missouri State Bank 2.85 8/14/2023	32100LBY0	2/13/2019	246,000.00	246,000.00	259,623.48	2.850	2.850	8/14/2023	775	None	2,631.53	0.17
First National Bank Dama 2.8 5/5/2023	32117BCX4	3/5/2019	249,000.00	249,000.00	260,912.16	2.800	2.800	5/5/2023	674	None	477.53	0.17
First National Bank of McGregor 2.85 2/21/2024	32112UCW9	2/21/2019	249,000.00	249,000.00	265,837.38	2.850	2.850	2/21/2024	966	None	194.42	0.17
First National Bank of Michigan 1.65 2/14/2025	32114VBT3	2/14/2020	249,000.00	249,000.00	260,140.26	1.650	1.650	2/14/2025	1,325	None	180.10	0.17



Mono County Portfolio Holdings by Security Sector As of June 30, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
First Premier Bank 2.05 8/22/2022	33610RQY2	8/22/2017	245,000.00	245,000.00	250,439.00	2.050	2.050	8/22/2022	418	None	1,775.08	0.17
First Service Bank 3.3 5/16/2023	33640VCF3	11/16/2018	249,000.00	249,000.00	249,356.07	3.300	3.300	5/16/2023	685	None	315.17	0.17
Firstier Bank 1.95 8/23/2024	33766LAJ7	8/23/2019	249,000.00	249,000.00	261,601.89	1.950	1.950	8/23/2024	1,150	None	93.12	0.17
Flagstar Bank FSB 0.6 7/22/2025	33847E3W5	7/22/2020	249,000.00	249,000.00	250,130.46	0.600	0.600	7/22/2025	1,483	None	650.81	0.17
FNB BANK INC 2 2/25/2022	330459BY3	8/25/2017	245,000.00	245,000.00	248,113.95	2.000	2.000	2/25/2022	240	None	67.12	0.17
FNB Bank Inc/Romney 3 1/16/2024	30257JAM7	1/16/2019	249,000.00	249,000.00	266,746.23	3.000	3.000	1/16/2024	930	None	306.99	0.17
Fulton Bank 2.85 3/7/2023	359899AE1	3/7/2019	245,000.00	245,000.00	256,027.45	2.850	2.850	3/7/2023	615	None	2,199.97	0.17
Great Plains Bank 2.8 2/27/2024	39115UBE2	2/27/2019	249,000.00	249,000.00	265,603.32	2.800	2.800	2/27/2024	972	None	57.30	0.17
Haddon Savings Bank 0.35 10/20/2025	404730DA8	11/12/2020	247,179.71	249,000.00	246,472.65	0.350	0.486	10/20/2025	1,573	None	171.91	0.17
Healthcare Systems Federal Credit Union 3.2 1/18/2	42228LAC5	1/18/2019	245,000.00	245,000.00	256,500.30	3.200	3.200	1/18/2023	567	None	3,501.15	0.17
High Plains Bank 3 1/16/2024	42971GAA9	1/16/2019	245,000.00	245,000.00	261,934.40	3.000	3.000	1/16/2024	930	None	3,322.60	0.17
Home Savings Bank UT 2.85 2/12/2024	43733LBF3	2/12/2019	246,000.00	246,000.00	262,499.22	2.850	2.850	2/12/2024	957	None	2,650.73	0.17
Industrial and Commercial Bank of China USA, NA 2.	45581EAR2	2/14/2018	245,000.00	245,000.00	254,817.15	2.650	2.650	2/14/2023	594	None	284.60	0.17
Inspire Federal Credit Union 1.15 3/18/2025	457731AK3	3/18/2020	249,000.00	249,000.00	255,713.04	1.150	1.150	3/18/2025	1,357	None	94.14	0.17
Jefferson Financial Credit Union 3.35 10/19/2023	474067AQ8	10/19/2018	245,000.00	245,000.00	262,463.60	3.350	3.350	10/19/2023	841	None	1,619.01	0.17
Kemba Financial Credit Union 1.75 10/18/2024	48836LAF9	10/18/2019	249,000.00	249,000.00	260,381.79	1.750	1.750	10/18/2024	1,206	None	143.26	0.17
Knox TVA Employee Credit Union 3.25 8/30/2023	499724AD4	8/30/2018	245,000.00	245,000.00	260,939.70	3.250	3.250	8/30/2023	791	None	632.64	0.17
KS Statebank Manhattan KS 2.1 5/17/2022	50116CBE8	11/17/2017	245,000.00	245,000.00	249,365.90	2.100	2.100	5/17/2022	321	None	183.25	0.17
Lafayette Federal Credit Union 3.5 11/20/2023	50625LAK9	11/20/2018	249,000.00	249,000.00	268,217.82	3.500	3.500	11/20/2023	873	None	238.77	0.17
LCA Bank Corporation 2.3 1/12/2022	501798LJ9	1/12/2018	245,000.00	245,000.00	247,937.55	2.300	2.300	1/12/2022	196	None	2,609.08	0.17
Lebanon Federal Credit Union 3.2 9/21/2023	52248LAA4	9/21/2018	245,000.00	245,000.00	261,096.50	3.200	3.200	9/21/2023	813	None	2,169.42	0.17
Live Oak Banking Company 1.85 1/20/2025	538036HP2	1/24/2020	249,000.00	249,000.00	261,788.64	1.850	1.850	1/20/2025	1,300	None	366.00	0.17
Maine Savings Federal Credit Union 3.3 5/19/2023	560507AJ4	10/19/2018	249,000.00	249,000.00	263,481.84	3.300	3.300	5/19/2023	688	None	247.64	0.17
Mainstreet Bank 2.6 4/26/2024	56065GAG3	4/26/2019	249,000.00	249,000.00	265,122.75	2.600	2.600	4/26/2024	1,031	None	70.95	0.17
MEDALLION BANK 2.15 10/11/2022	58404DAP6	10/11/2017	245,000.00	245,000.00	251,355.30	2.150	2.150	10/11/2022	468	None	1,168.95	0.17
Merrick Bank 2.05 8/10/2022	59013JZP7	8/10/2017	245,000.00	245,000.00	250,282.20	2.050	2.050	8/10/2022	406	None	275.21	0.17
Michigan Legacy Credit Union 3.45 11/9/2023	59452WAE8	11/9/2018	249,000.00	249,000.00	267,697.41	3.450	3.450	11/9/2023	862	None	494.25	0.17
Midwest Bank of West IL 3.3 8/29/2022	59828PCA6	11/28/2018	249,000.00	249,000.00	258,222.96	3.300	3.300	8/29/2022	425	None	45.02	0.17
Morgan Stanley Bank 2.65 1/11/2023	61747MF63	1/11/2018	245,000.00	245,000.00	254,307.55	2.650	2.650	1/11/2023	560	None	3,023.90	0.17
Morgan Stanley Private Bank 3.55 11/8/2023	61760ARS0	11/8/2018	245,000.00	245,000.00	263,585.70	3.550	3.550	11/8/2023	861	None	1,262.92	0.17
Mountain America Federal Credit Union 3 3/27/2023	62384RAF3	3/27/2018	245,000.00	245,000.00	256,965.80	3.000	3.000	3/27/2023	635	None	302.05	0.17
Northland Area Federal Credit Union 2.6 2/13/2023	666496AB0	2/13/2018	245,000.00	245,000.00	254,616.25	2.600	2.600	2/13/2023	593	None	2,408.38	0.17
Northwest Bank 2.95 2/13/2024	66736ABP3	2/13/2019	249,000.00	249,000.00	266,357.79	2.950	2.950	2/13/2024	958	None	342.12	0.17
Numerica Credit Union 3.4 10/31/2023	67054NAM5	10/31/2018	249,000.00	249,000.00	267,244.23	3.400	3.400	10/31/2023	853	None	0.00	0.17
Pacific Crest Savings Bank 2.85 3/13/2024	69417ACG2	3/13/2019	249,000.00	249,000.00	266,190.96	2.850	2.850	3/13/2024	987	None	330.52	0.17
Pacific Enterprise Bank 1.15 3/31/2025	694231AC5	3/31/2020	249,000.00	249,000.00	255,725.49	1.150	1.150	3/31/2025	1,370	None	0.00	0.17
Pathfinder Bank 0.7 3/11/2026	70320KAX9	3/11/2021	249,000.00	249,000.00	248,432.28	0.700	0.700	3/11/2026	1,715	None	90.73	0.17
Peoples Bank Newton NC 2 7/31/2024	710571DS6	8/1/2019	248,253.00	249,000.00	261,816.03	2.000	2.063	7/31/2024	1,127	None	0.00	0.17
Plains Commerce Bank 2.6 5/10/2024	72651LCJ1	5/10/2019	245,000.00	245,000.00	261,094.05	2.600	2.600	5/10/2024	1,045	None	890.05	0.17
Preferred Bank LA Calif 2 8/16/2024	740367HP5	8/16/2019	249,000.00	249,000.00	261,935.55	2.000	2.000	8/16/2024	1,143	None	191.01	0.17
Raymond James Bank, NA 2 8/23/2024	75472RAE1	8/23/2019	247,000.00	247,000.00	259,888.46	2.000	2.000	8/23/2024	1,150	None	1,718.85	0.17
Resource One Credit Union 1.9 11/27/2024	76124YAB2	2/4/2020	247,263.80	245,000.00	257,668.95	1.900	1.700	11/27/2024	1,246	None	369.85	0.17
Sallie Mae Bank/Salt Lake 2.75 4/10/2024	7954502D6	4/10/2019	245,000.00	245,000.00	261,682.05	2.750	2.750	4/10/2024	1,015	None	1,495.17	0.17
San Francisco FCU 1.1 3/27/2025	79772FAF3	3/27/2020	249,000.00	249,000.00	255,259.86	1.100	1.100	3/27/2025	1,366	None	22.51	0.17
State Bank of India-Chicago IL 3.6 11/29/2023	856283G59	11/29/2018	245,000.00	245,000.00	264,739.65	3.600	3.600	11/29/2023	882	None	773.26	0.17
State Bank of Reeseville 2.6 4/12/2024	856487AM5	4/12/2019	249,000.00	249,000.00	264,926.04	2.600	2.600	4/12/2024	1,017	None	319.27	0.17
Synchrony Bank 1.45 4/17/2025	87165FZD9	4/17/2020	248,000.00	248,000.00	257,518.24	1.450	1.450	4/17/2025	1,387	None	729.05	0.17
Third Federal Savings & Loan 1.95 11/25/2024	88413QCK2	11/25/2019	245,000.00	245,000.00	258,090.35	1.950	1.950	11/25/2024	1,244	None	471.21	0.17
Toyota Financial Savings Bank 0.9 4/22/2026	89235MKY6	4/22/2021	248,000.00	248,000.00	249,205.28	0.900	0.900	4/22/2026	1,757	None	421.94	0.17
Triad Bank/Frontenac MO 1.8 11/8/2024	89579NCB7	11/8/2019	249,000.00	249,000.00	260,914.65	1.800	1.800	11/8/2024	1,227	None	270.15	0.17
UBS Bank USA 3.45 10/24/2023	90348JEV8	10/24/2018	249,000.00	249,000.00	267,391.14	3.450	3.450	10/24/2023	846	None	141.21	0.17



Mono County Portfolio Holdings by Security Sector As of June 30, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
United Community Bank 1.65 2/7/2025	90983WBT7	2/7/2020	249,000.00	249,000.00	260,107.89	1.650	1.650	2/7/2025	1,318	None	258.89	0.17
University of Iowa Community Credit Union 3 4/28/2	91435LAB3	4/30/2018	245,000.00	245,000.00	257,504.80	3.000	3.000	4/28/2023	667	None	583.97	0.17
USAlliance Federal Credit Union 3 8/20/2021	90352RAC9	8/22/2018	245,000.00	245,000.00	246,024.10	3.000	3.000	8/20/2021	51	None	161.10	0.17
Verus Bank of Commerce 2.8 2/22/2024	92535LCC6	2/22/2019	249,000.00	249,000.00	265,523.64	2.800	2.800	2/22/2024	967	None	152.81	0.17
Washington Federal Bank 2.05 8/23/2024	938828BJ8	8/23/2019	249,000.00	249,000.00	262,381.26	2.050	2.050	8/23/2024	1,150	None	97.89	0.17
WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021	9497486Z5	8/3/2016	245,000.00	245,000.00	245,316.05	1.600	1.600	8/3/2021	34	None	289.97	0.17
Workers Credit Union 2.55 5/31/2022	98138MAB6	3/3/2020	250,426.75	245,000.00	250,559.05	2.550	1.544	5/31/2022	335	None	0.00	0.17
Sub Total / Average CD Negotiable			24,965,498.76	24,964,000.00	26,101,328.29	2.361	2.355		905		71,614.07	17.22
Corporate Bonds												
Apple Inc 0.7 2/8/2026-21	037833EB2	2/24/2021	497,115.00	500,000.00	494,165.00	0.700	0.819	2/8/2026	1,684	Moody's-Aa1	1,380.56	0.34
Apple Inc 2.15 2/6/2022-15	037833AY6	10/20/2017	500,095.39	500,000.00	505,965.00	2.150	2.145	2/6/2022	221	Moody's-Aa1	4,210.42	0.34
Apple Inc 2.7 5/13/2022-15	037833BF6	11/13/2018	488,676.62	500,000.00	510,730.00	2.700	3.392	5/13/2022	317	Moody's-Aa1	1,762.50	0.34
Apple Inc. 3.45 5/6/2024-14	037833AS9	5/6/2019	514,690.00	500,000.00	541,230.00	3.450	2.816	5/6/2024	1,041	Moody's-Aa1	2,587.50	0.34
Bank of New York Mellon 2.1 10/24/2024	06406RAL1	10/24/2019	499,880.00	500,000.00	523,955.00	2.100	2.105	10/24/2024	1,212	Moody's-A1	1,925.00	0.34
Bank of New York Mellon 3.5 4/28/2023	06406RAG2	4/30/2018	500,250.92	500,000.00	529,045.00	3.500	3.489	4/28/2023	667	Moody's-A1	3,013.89	0.34
Berkshire Hathaway Inc 3.4 1/31/2022	084670BF4	4/25/2017	528,500.00	500,000.00	509,130.00	3.400	2.135	1/31/2022	215	Moody's-Aa2	7,083.33	0.34
Colgate-Palmolive 2.25 11/15/2022-17	19416QEL0	11/15/2017	499,805.00	500,000.00	513,335.00	2.250	2.258	11/15/2022	503	Moody's-Aa3	1,406.25	0.34
International Business Machine Corp 1.875 8/1/2022	459200HG9	10/19/2017	490,400.00	500,000.00	508,480.00	1.875	2.301	8/1/2022	397	Moody's-A2	3,880.21	0.34
Johnson & Johnson 2.625 1/15/2025-17	478160CJ1	1/16/2020	517,404.64	500,000.00	531,105.00	2.625	1.892	1/15/2025	1,295	Moody's-Aaa	6,015.62	0.34
Microsoft Corp 2.65 11/3/2022-22	594918BH6	11/3/2017	507,740.00	500,000.00	514,280.00	2.650	2.320	11/3/2022	491	Moody's-Aaa	2,097.92	0.34
Microsoft Corp 2.7 2/12/2025-24	594918BB9	2/13/2020	523,695.00	500,000.00	535,620.00	2.700	1.707	2/12/2025	1,323	Moody's-Aaa	5,175.00	0.34
Oracle Corp 2.5 5/15/2022-15	68389XBB0	11/13/2018	483,495.00	500,000.00	507,735.00	2.500	3.509	5/15/2022	319	Moody's-Baa2	1,562.50	0.34
Procter & Gamble Co 2.15 8/11/2022-17	742718EU9	10/29/2018	480,269.24	500,000.00	510,545.00	2.150	3.267	8/11/2022	407	Moody's-Aa3	4,150.69	0.34
Toyota Motor Credit 3.35 1/5/2024	89236TFS9	2/12/2019	506,560.00	500,000.00	534,685.00	3.350	3.059	1/5/2024	919	Moody's-A1	8,002.78	0.34
Toyota Motor Credit Corp 3.45 9/20/2023-18	89236TFN0	10/3/2018	499,217.02	500,000.00	531,485.00	3.450	3.484	9/20/2023	812	Moody's-A1	4,887.50	0.34
United Parcel Service 2.5 4/1/2023-23	911312BK1	4/5/2018	485,225.00	500,000.00	518,110.00	2.500	3.145	4/1/2023	640	Moody's-A2	3,090.28	0.34
US Bancorp 1.45 5/12/2025	91159HHZ6	2/12/2021	516,420.83	500,000.00	511,225.00	1.450	0.665	5/12/2025	1,412	Moody's-A1	966.67	0.34
US Bancorp 3 3/15/2022-22	91159HHC7	4/25/2017	517,195.00	500,000.00	508,675.00	3.000	2.253	3/15/2022	258	Moody's-A1	4,375.00	0.34
US Bank NA 3.4 7/24/2023-23	90331HNV1	8/1/2018	498,910.00	500,000.00	529,855.00	3.400	3.448	7/24/2023	754	S&P-AA-	7,366.67	0.34
Sub Total / Average Corporate Bonds			10,055,544.66	10,000,000.00	10,369,355.00	2.595	2.510		744		74,940.29	6.90
Municipal Bonds												
Bonita Unified School District 0.58 8/1/2024	098203VV1	4/15/2021	250,000.00	250,000.00	249,117.50	0.580	0.580	8/1/2024	1,128	S&P-AA-	302.08	0.17
Bonita Unified School District 1.054 8/1/2025	098203VV9	4/15/2021	250,000.00	250,000.00	250,940.00	1.054	1.054	8/1/2025	1,493	S&P-AA-	548.96	0.17
California State GO UNLTD 2.367 4/1/2022	13063DAD0	4/27/2017	252,287.50	250,000.00	254,122.50	2.367	2.170	4/1/2022	275	Moody's-Aa2	1,462.94	0.17
California State GO UNLTD 2.367 4/1/2022	13063DAD0	4/27/2017	251,937.50	250,000.00	254,122.50	2.367	2.200	4/1/2022	275	Moody's-Aa2	1,462.94	0.17
Central Valley Support Services Joint Powers Agenc	155751CU2	9/4/2018	641,651.40	585,000.00	643,622.85	5.526	3.400	9/1/2023	793	S&P-A+	10,685.90	0.40
Citrus Community College GO 0.819 8/1/2025	17741RGC6	8/4/2020	350,000.00	350,000.00	348,449.50	0.819	0.819	8/1/2025	1,493	Moody's-Aa1	1,186.41	0.24
City of Glendora CA POB 1.898 6/1/2024	378612AE5	9/5/2019	500,000.00	500,000.00	515,500.00	1.898	1.898	6/1/2024	1,067	S&P-AAA	764.47	0.34
City of Ridgecrest California 5 6/1/2022	765761BH3	12/18/2018	463,478.00	440,000.00	457,393.20	5.000	3.351	6/1/2022	336	S&P-AA	1,772.22	0.30
Desert Sands Unified School District 1.544 8/1/202	250433TY5	5/22/2020	308,022.55	305,000.00	312,869.00	1.544	1.300	8/1/2024	1,128	Moody's-Aa2	1,949.09	0.21
Hawaiian Gardens Redevel 2.714 12/1/2023	41987YAV8	4/29/2019	501,250.00	500,000.00	524,210.00	2.714	2.655	12/1/2023	884	S&P-AA	1,093.14	0.34
Imperial Community College District 2.024 8/1/2023	452641JN4	10/16/2019	500,000.00	500,000.00	513,295.00	2.024	2.024	8/1/2023	762	S&P-AA	4,188.56	0.34
LANCASTER REDEV AGY A 2.125 8/1/2021	513802CE6	8/1/2016	661,995.40	655,000.00	655,844.95	2.125	1.900	8/1/2021	32	S&P-AA	5,760.82	0.45
Long Beach Community College Dist 2 5/1/2025	542411N22	3/25/2021	282,449.70	270,000.00	282,333.60	2.000	0.853	5/1/2025	1,401	Moody's-Aa2	885.00	0.19
Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024	544587S6	3/10/2021	501,130.00	500,000.00	495,290.00	0.683	0.620	11/1/2024	1,220	S&P-AA-	1,100.39	0.34
Los Angeles Cnty Public Wks 6.091 8/1/2022-10	54473ENR1	7/12/2018	555,000.00	500,000.00	530,955.00	6.091	3.176	8/1/2022	397	Moody's-Aa2	12,604.99	0.34
Menlo Park City School Dist 1.928 7/1/2024	58684ONA4	10/8/2019	500,000.00	500,000.00	518,675.00	1.928	1.928	7/1/2024	1,097	Moody's-Aaa	4,793.22	0.34
Rancho Cucamonga Ca Public Finance Authority 3 5/1	75213EAY0	2/14/2019	449,896.50	450,000.00	468,711.00	3.000	3.004	5/1/2023	670	S&P-AA	2,212.50	0.31
Rancho Santiago Community College GO 0.734 9/2/202	752147HJ0	9/2/2020	500,000.00	500,000.00	496,465.00	0.734	0.734	9/2/2025	1,525	Moody's-Aa2	1,213.14	0.34
Rosemead School District 2.042 8/1/2024	777526MP6	10/9/2019	350,000.00	350,000.00	362,376.00	2.042	2.042	8/1/2024	1,128	Moody's-Aa3	2,958.06	0.24



Mono County Portfolio Holdings by Security Sector As of June 30, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
San Bernardino City USD 0.984 8/1/2024	796711G86	10/6/2020	337,311.50	335,000.00	336,299.80	0.984	0.800	8/1/2024	1,128	Moody's-A1	1,364.34	0.23
San Bernardino Community College District 2.044 8/	796720MG2	12/12/2019	250,000.00	250,000.00	261,267.50	2.044	2.044	8/1/2024	1,128	Moody's-Aa1	2,114.97	0.17
San Jose Evergreen Community College Dist 1.908 8/	798189PW0	10/1/2019	250,000.00	250,000.00	259,450.00	1.908	1.908	8/1/2024	1,128	Moody's-Aa1	1,974.25	0.17
San Jose RDA Successor Agency 2.828 8/1/2023	798170AF3	1/11/2019	302,776.55	305,000.00	319,521.05	2.828	3.000	8/1/2023	762	S&P-AA	3,569.96	0.21
Southwestern Community College GO 0.891 8/1/2025	845389JH9	8/5/2020	502,465.00	500,000.00	497,630.00	0.891	0.790	8/1/2025	1,493	Moody's-Aa2	1,843.88	0.34
State of California 3 4/1/2024	13063DLZ9	4/4/2019	511,190.00	500,000.00	533,040.00	3.000	2.520	4/1/2024	1,006	Moody's-Aa2	3,708.33	0.34
University of California 0.985 5/15/2025	91412HKZ5	3/10/2021	501,735.00	500,000.00	500,555.00	0.985	0.900	5/15/2025	1,415	Moody's-Aa3	1,504.86	0.34
University of California 3.466 5/15/2024-18	91412HBL6	7/9/2019	530,595.00	500,000.00	539,965.00	3.466	2.131	5/15/2024	1,050	Moody's-Aa2	2,166.25	0.34
University of California 3.638 5/15/2024	91412GVB8	3/8/2021	499,312.45	455,000.00	493,593.10	3.638	0.550	5/15/2024	1,050	Moody's-Aa2	2,069.11	0.31
Sub Total / Average Municipal Bonds			11,754,484.45	11,500,000.00	11,875,614.05	2.419	1.852		954		77,260.78	7.93
US Agency												
FFCB 0.33 4/5/2024-22	3133EMVD1	4/5/2021	998,500.00	1,000,000.00	996,840.00	0.330	0.380	4/5/2024	1,010	Moody's-Aaa	779.17	0.69
FFCB 0.52 10/14/2025-21	3133EMCP5	10/14/2020	998,750.00	1,000,000.00	982,620.00	0.520	0.545	10/14/2025	1,567	Moody's-Aaa	1,097.78	0.69
FFCB 0.53 10/22/2025-21	3133EMEC2	11/6/2020	998,000.00	1,000,000.00	986,100.00	0.530	0.571	10/22/2025	1,575	Moody's-Aaa	1,001.11	0.69
FFCB 0.68 6/10/2025-22	3133ELH80	6/26/2020	1,000,000.00	1,000,000.00	997,560.00	0.680	0.680	6/10/2025	1,441	Moody's-Aaa	377.78	0.69
FFCB 1.5 10/16/2024	3133EK3B0	10/18/2019	990,760.00	1,000,000.00	1,031,460.00	1.500	1.694	10/16/2024	1,204	Moody's-Aaa	3,083.33	0.69
FFCB 2.08 11/1/2022	3133EHM91	11/15/2017	998,080.00	1,000,000.00	1,025,950.00	2.080	2.121	11/1/2022	489	Moody's-Aaa	3,408.89	0.69
FFCB 2.35 1/17/2023	3133EH7F4	1/17/2018	999,770.00	1,000,000.00	1,033,780.00	2.350	2.355	1/17/2023	566	Moody's-Aaa	10,640.28	0.69
FFCB 2.7 4/11/2023	3133EJKN8	4/11/2018	999,196.41	1,000,000.00	1,044,010.00	2.700	2.717	4/11/2023	650	Moody's-Aaa	5,925.00	0.69
FFCB 3.05 10/2/2023	3133EJD48	10/17/2018	996,674.50	1,000,000.00	1,061,140.00	3.050	3.123	10/2/2023	824	Moody's-Aaa	7,455.56	0.69
FFCB 3.17 1/26/2024	3133EJM48	2/4/2019	1,023,543.68	1,000,000.00	1,071,160.00	3.170	2.662	1/26/2024	940	Moody's-Aaa	13,560.56	0.69
FHLB 0.5 1/26/2026-21	3130AKMD5	1/26/2021	998,755.00	1,000,000.00	984,670.00	0.500	0.525	1/26/2026	1,671	Moody's-Aaa	2,138.89	0.69
FHLB 0.6 1/28/2026-21	3130AKPC4	1/28/2021	1,000,000.00	1,000,000.00	985,230.00	0.600	0.600	1/28/2026	1,673	Moody's-Aaa	2,533.33	0.69
FHLB 0.7 3/24/2025-21	3130ALN34	3/24/2021	1,000,000.00	1,000,000.00	1,000,000.00	0.700	0.700	3/24/2025	1,363	Moody's-Aaa	1,866.67	0.69
FHLB 1 12/30/2025-21	3130ALR55	3/30/2021	1,000,000.00	1,000,000.00	1,000,150.00	1.000	1.000	12/30/2025	1,644	Moody's-Aaa	2,500.00	0.69
FHLB 1.05 4/15/2026-21	3130ALU51	4/15/2021	1,000,000.00	1,000,000.00	997,060.00	1.050	1.050	4/15/2026	1,750	Moody's-Aaa	2,187.50	0.69
FHLB 1.15 4/29/2026-21	3130ALXJ8	4/29/2021	1,000,000.00	1,000,000.00	1,000,140.00	1.150	1.150	4/29/2026	1,764	Moody's-Aaa	1,948.61	0.69
FHLB 2 9/9/2022	313380GJ0	9/29/2017	1,002,290.00	1,000,000.00	1,022,590.00	2.000	1.951	9/9/2022	436	Moody's-Aaa	6,166.67	0.69
FHLB 2.875 6/13/2025	3130A5R35	7/21/2020	842,255.35	755,000.00	818,661.60	2.875	0.483	6/13/2025	1,444	Moody's-Aaa	1,025.02	0.52
FHLB 3.25 6/9/2023	313383QR5	2/4/2019	461,340.00	450,000.00	476,064.00	3.250	2.632	6/9/2023	709	Moody's-Aaa	853.12	0.31
FHLMC 0.53 10/28/2025-22	3134GWYZ3	10/28/2020	1,000,000.00	1,000,000.00	986,870.00	0.530	0.530	10/28/2025	1,581	Moody's-Aaa	912.78	0.69
FHLMC 0.57 10/8/2025-21	3134GWY26	10/8/2020	1,000,000.00	1,000,000.00	988,690.00	0.570	0.570	10/8/2025	1,561	Moody's-Aaa	1,298.33	0.69
FHLMC 0.6 7/22/2025-22	3134GV5V6	7/22/2020	1,000,000.00	1,000,000.00	994,150.00	0.600	0.600	7/22/2025	1,483	Moody's-Aaa	2,633.33	0.69
FHLMC 2.375 1/13/2022	3137EADB2	1/13/2017	1,016,560.00	1,000,000.00	1,012,240.00	2.375	2.025	1/13/2022	197	Moody's-Aaa	11,017.36	0.69
FNMA 0.55 1/28/2026-21	3135G06R9	1/28/2021	1,000,000.00	1,000,000.00	985,260.00	0.550	0.550	1/28/2026	1,673	Moody's-Aaa	2,322.22	0.69
FNMA 0.625 7/14/2025-22	3136G4YL1	7/14/2020	1,000,000.00	1,000,000.00	994,400.00	0.625	0.625	7/14/2025	1,475	Moody's-Aaa	2,881.94	0.69
FNMA 0.7 7/24/2025-22	3136G4YE7	7/24/2020	1,000,000.00	1,000,000.00	998,710.00	0.700	0.700	7/24/2025	1,485	Moody's-Aaa	3,033.33	0.69
FNMA 0.74 6/30/2025-21	3136G4XZ1	6/30/2020	795,000.00	795,000.00	795,023.85	0.740	0.740	6/30/2025	1,461	Moody's-Aaa	0.00	0.55
FNMA 1.375 10/7/2021	3135G0Q89	10/26/2016	997,470.00	1,000,000.00	1,003,510.00	1.375	1.428	10/7/2021	99	Moody's-Aaa	3,170.14	0.69
FNMA 2 10/5/2022	3135G0T78	10/6/2017	999,340.00	1,000,000.00	1,023,020.00	2.000	2.014	10/5/2022	462	Moody's-Aaa	4,722.22	0.69
FNMA 2.375 1/19/2023	3135G0T94	1/23/2018	994,410.00	1,000,000.00	1,033,810.00	2.375	2.495	1/19/2023	568	Moody's-Aaa	10,621.53	0.69
Sub Total / Average US Agency			29,110,694.94	29,000,000.00	29,330,869.45	1.373	1.293		1,163		111,162.45	20.00
US Treasury												
T-Note 0.5 2/28/2026	91282CBQ3	3/1/2021	984,896.26	1,000,000.00	984,840.00	0.500	0.809	2/28/2026	1,704	Moody's-Aaa	1,657.61	0.69
T-Note 0.75 5/31/2026	91282CCF6	6/4/2021	996,098.01	1,000,000.00	994,300.00	0.750	0.830	5/31/2026	1,796	None	614.75	0.69
Sub Total / Average US Treasury			1,980,994.27	2,000,000.00	1,979,140.00	0.625	0.819		1,750		2,272.36	1.38
Total / Average			145,415,204.11	145,011,987.03	147,204,293.82	1.197	1.131		540		337,249.95	100.00



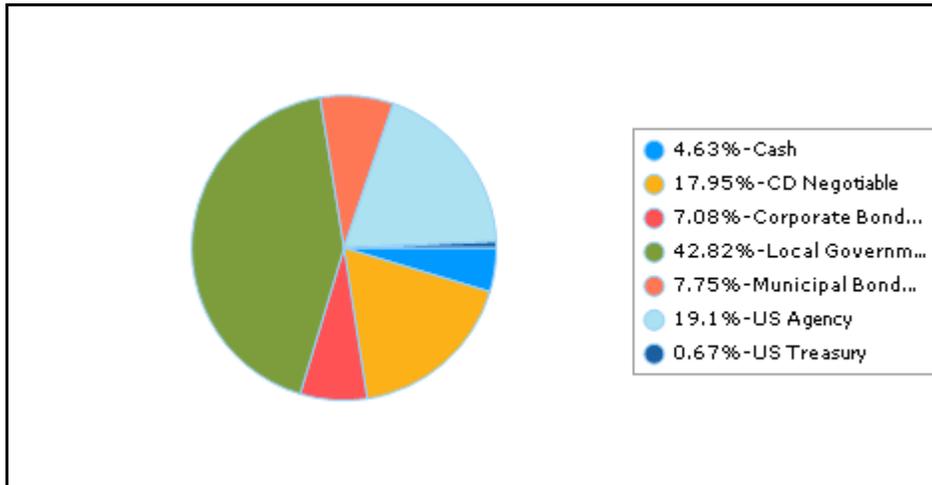
Mono County Distribution by Asset Category - Market Value Investment Portfolio

Begin Date: 3/31/2021, End Date: 6/30/2021

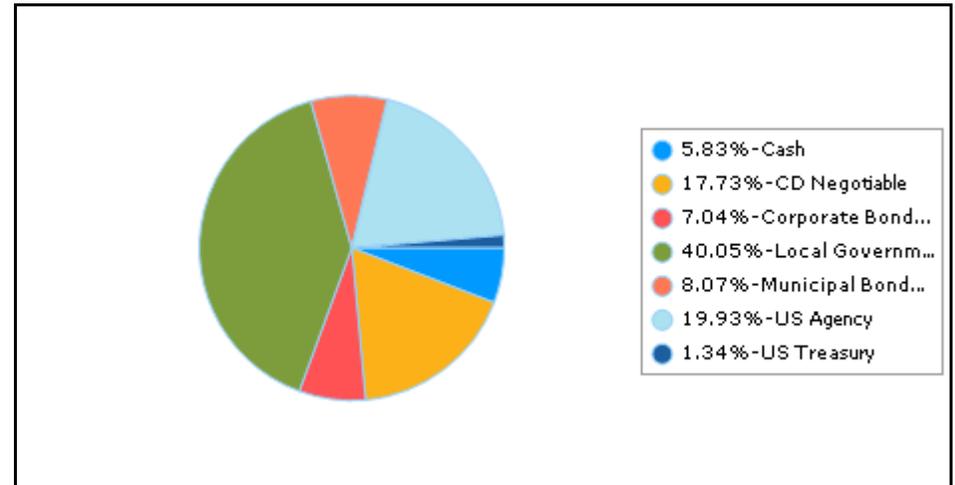
Asset Category Allocation

Asset Category	Market Value 3/31/2021	% of Portfolio 3/31/2021	Market Value 6/30/2021	% of Portfolio 6/30/2021
Cash	6,815,982.02	4.63	8,589,054.07	5.83
CD Negotiable	26,397,841.28	17.95	26,101,328.29	17.73
Corporate Bonds	10,409,675.00	7.08	10,369,355.00	7.04
Local Government Investment Pools	62,983,571.31	42.82	58,958,932.96	40.05
Municipal Bonds	11,405,217.45	7.75	11,875,614.05	8.07
US Agency	28,091,841.65	19.10	29,330,869.45	19.93
US Treasury	979,920.00	0.67	1,979,140.00	1.34
Total / Average	147,084,048.71	100.00	147,204,293.82	100.00

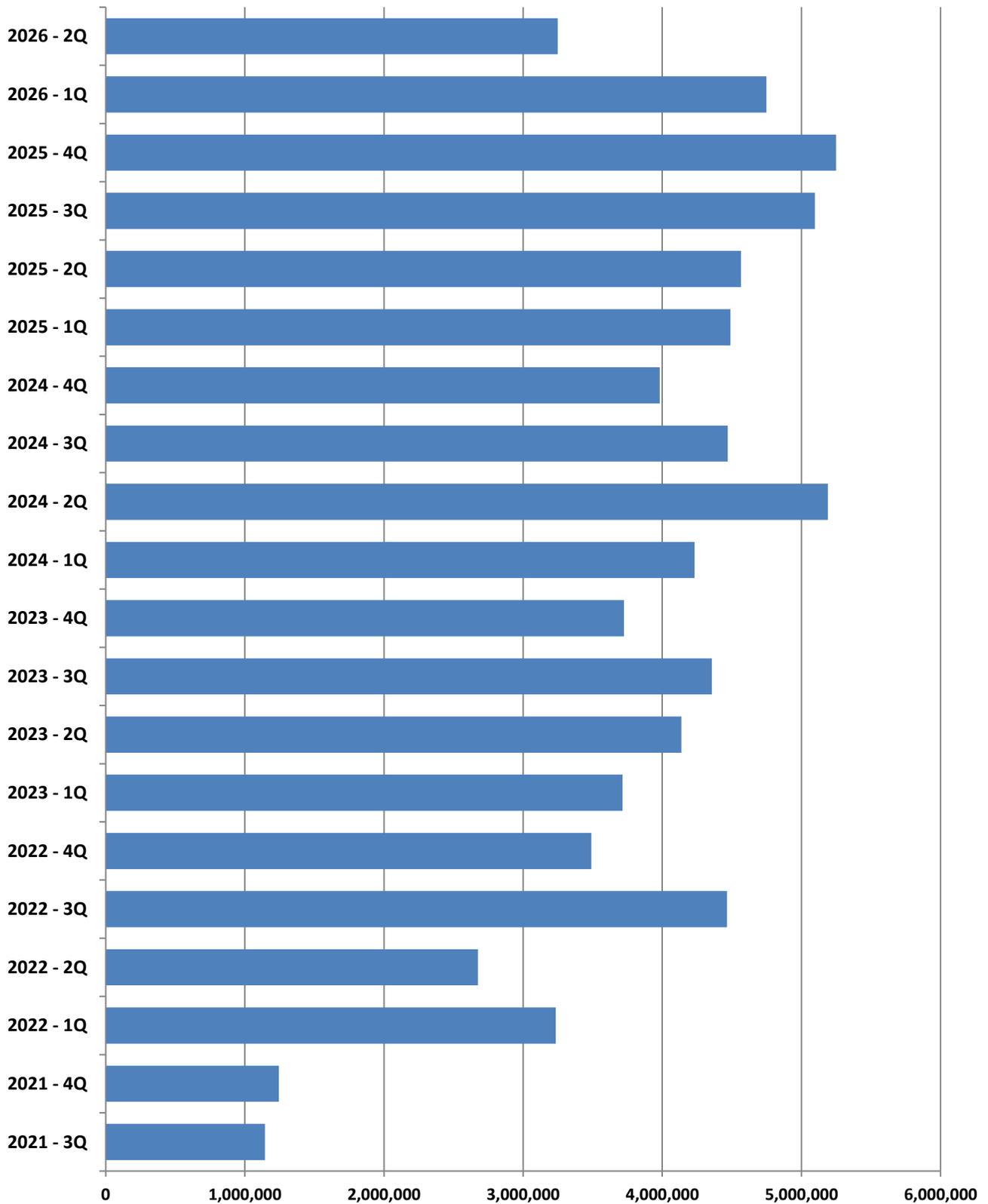
Portfolio Holdings as of 3/31/2021



Portfolio Holdings as of 6/30/2021

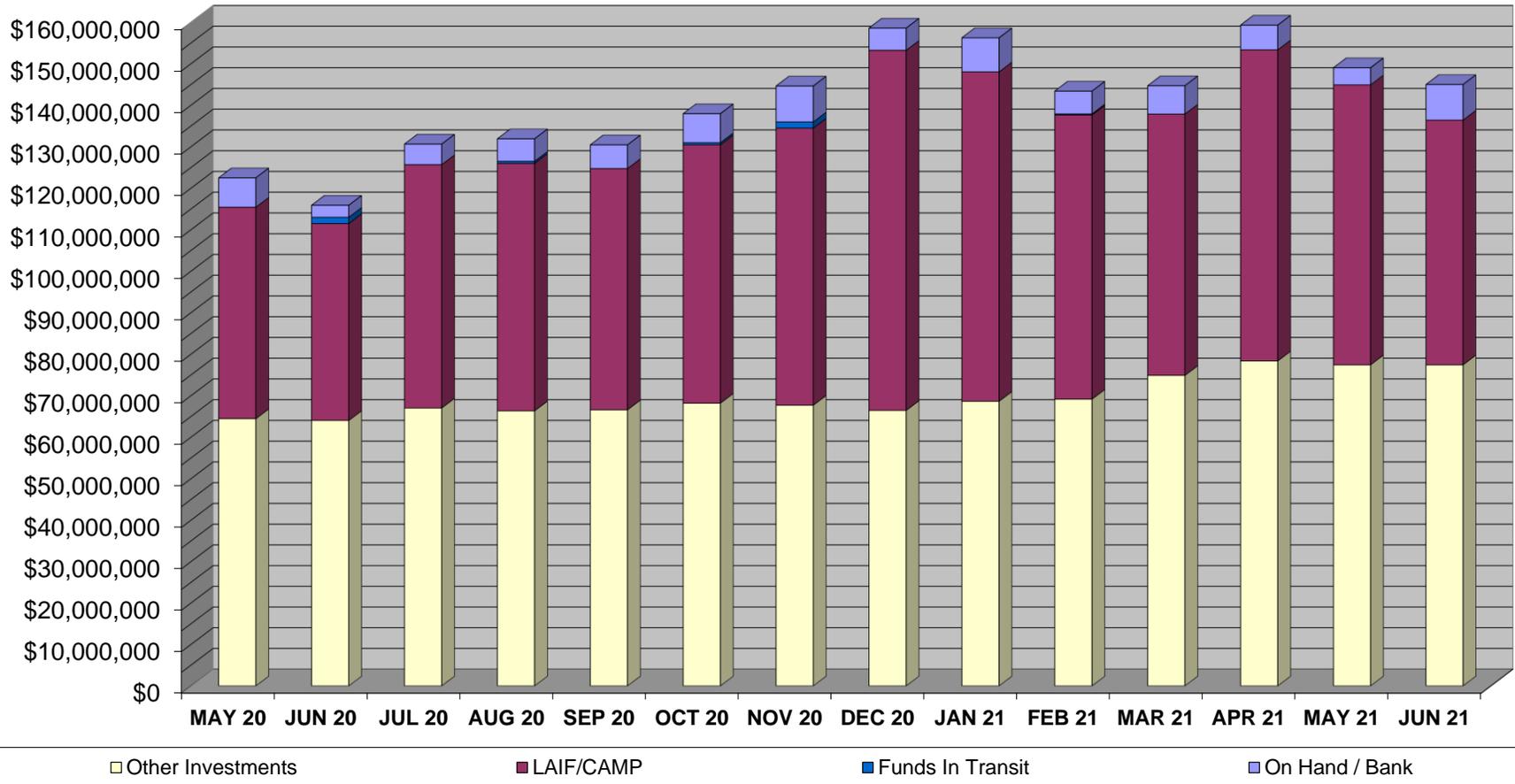


Maturity Distribution As of 6/30/2021



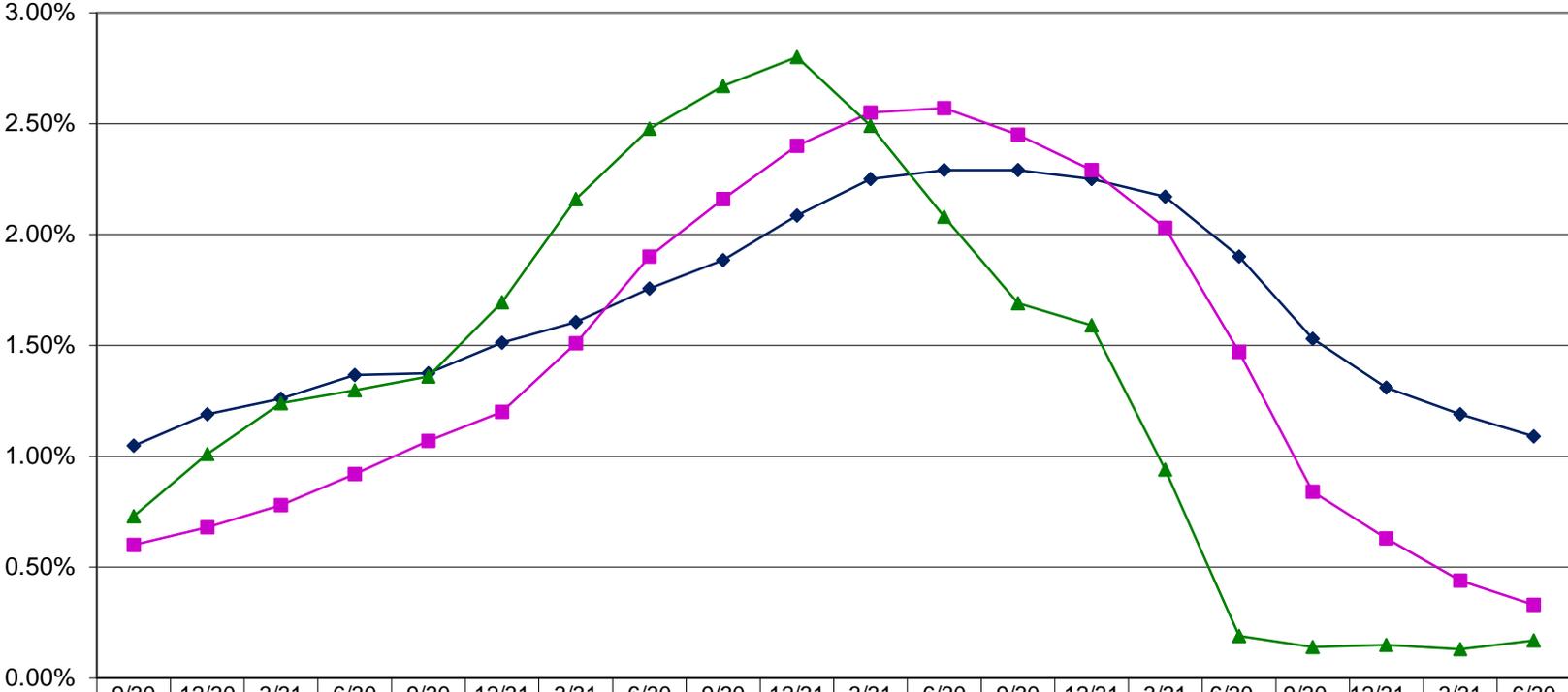
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

	MAY 20	JUN 20	JUL 20	AUG 20	SEP 20	OCT 20	NOV 20	DEC 20	JAN 21	FEB 21	MAR 21	APR 21	MAY 21	JUN 21
On Hand / Bank	\$7,079,440	\$2,900,770	\$4,957,551	\$5,418,533	\$5,694,857	\$6,984,590	\$8,650,251	\$5,348,186	\$8,203,932	\$5,496,367	\$6,815,982	\$5,951,503	\$4,130,003	\$8,589,054
Funds In Transit		\$1,500,000		\$494,000		\$498,000	\$1,492,000			\$249,000				
LAIF/CAMP	\$50,955,962	\$47,455,963	\$58,645,865	\$59,645,865	\$58,145,865	\$62,276,387	\$66,776,387	\$86,776,387	\$79,382,480	\$68,483,472	\$62,983,571	\$74,958,933	\$67,458,933	\$58,958,933
Other Investments	\$64,490,686	\$64,060,685	\$67,054,936	\$66,370,936	\$66,621,936	\$68,218,936	\$67,729,937	\$66,480,936	\$68,680,000	\$69,186,000	\$74,911,000	\$78,414,000	\$77,464,000	\$77,464,000
TOTAL	\$122,526,088	\$115,917,418	\$130,658,352	\$131,929,334	\$130,462,658	\$137,977,913	\$144,648,575	\$158,605,509	\$156,266,412	\$143,414,839	\$144,710,553	\$159,324,436	\$149,052,936	\$145,011,987



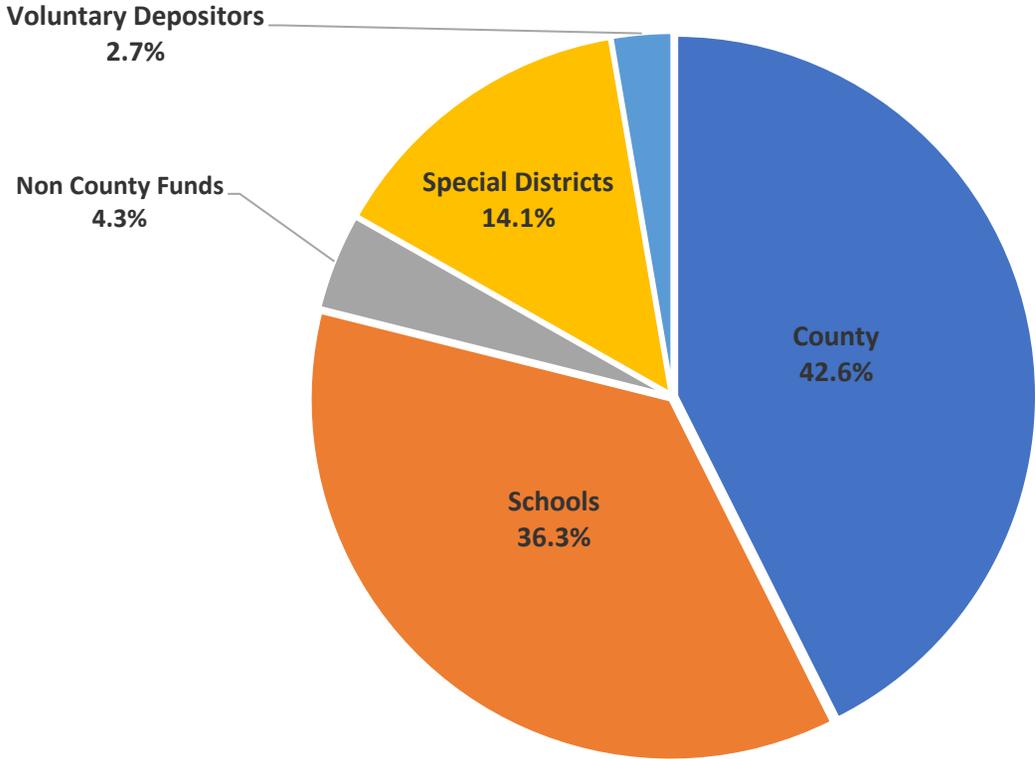
MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2021								\$1,145,000.00		\$1,245,000.00			\$2,390,000.00
Calendar Year 2022	\$1,745,000.00	\$745,000.00	\$745,000.00	\$500,000.00	\$1,735,000.00	\$440,000.00		\$2,976,000.00	\$1,490,000.00	\$1,490,000.00	\$2,000,000.00		\$13,866,000.00
Calendar Year 2023	\$2,490,000.00	\$735,000.00	\$490,000.00	\$2,490,000.00	\$1,197,000.00	\$450,000.00	\$747,000.00	\$1,786,000.00	\$1,824,000.00	\$1,743,000.00	\$1,482,000.00	\$500,000.00	\$15,934,000.00
Calendar Year 2024	\$2,243,000.00	\$1,740,000.00	\$249,000.00	\$2,492,000.00	\$1,949,000.00	\$749,000.00	\$996,000.00	\$3,475,000.00		\$2,494,000.00	\$1,488,000.00		\$17,875,000.00
Calendar Year 2025	\$749,000.00	\$1,496,000.00	\$2,245,000.00	\$745,000.00	\$1,270,000.00	\$2,550,000.00	\$3,498,000.00	\$1,100,000.00	\$500,000.00	\$4,249,000.00		\$1,000,000.00	\$19,402,000.00
Calendar Year 2026	\$3,000,000.00	\$1,500,000.00	\$249,000.00	\$2,248,000.00	\$1,000,000.00								\$7,997,000.00
TOTAL													\$77,464,000.00

MONO COUNTY TREASURY POOL
 QUARTERLY YIELD COMPARISON



	9/30 2016	12/30 2016	3/31 2017	6/30 2017	9/30 2017	12/31 2017	3/31 2018	6/30 2018	9/30 2018	12/31 2018	3/31 2019	6/30 2019	9/30 2019	12/31 2019	3/31 2020	6/30 2020	9/30 2020	12/31 2020	3/31 2021	6/30 2021
—◆— COUNTY	1.05%	1.19%	1.26%	1.37%	1.38%	1.51%	1.60%	1.76%	1.89%	2.09%	2.25%	2.29%	2.29%	2.25%	2.17%	1.90%	1.53%	1.31%	1.19%	1.09%
—■— LAIF	0.60%	0.68%	0.78%	0.92%	1.07%	1.20%	1.51%	1.90%	2.16%	2.40%	2.55%	2.57%	2.45%	2.29%	2.03%	1.47%	0.84%	0.63%	0.44%	0.33%
—▲— 2YR TREAS	0.73%	1.01%	1.24%	1.30%	1.36%	1.69%	2.16%	2.48%	2.67%	2.80%	2.49%	2.08%	1.69%	1.59%	0.94%	0.19%	0.14%	0.15%	0.13%	0.17%

Investment Pool Participants as of 6/30/2021



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

Districts Participating in Pool

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Bridgeport Public Utility District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

Districts Not Participating in Pool

Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: CAO

TIME REQUIRED

SUBJECT Contract with Caporusso
Communications

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with Caporusso Communications pertaining to public relations and communication services.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Board Chair to execute said contract on behalf of the County.
Provide any desired direction to staff.

FISCAL IMPACT:

The contract limit is \$90,000 through June 30, 2022, and was included in the adopted budget.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Contract](#)

History

Time	Who	Approval
7/28/2021 9:18 PM	County Counsel	Yes
7/27/2021 1:18 PM	Finance	Yes
7/30/2021 1:51 PM	County Administrative Office	Yes

**AGREEMENT BETWEEN COUNTY OF MONO
AND CAPORUSSO COMMUNICATIONS COMPANY
FOR THE PROVISION OF COMMUNICATIONS AND PUBLIC RELATIONS SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the public relations services of Caporusso Communications Company, of Roseville, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the County Administrative Officer (CAO) or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County 's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from August 3, 2021, to June 30, 2022, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed NINETY THOUSAND DOLLARS (\$90,000), (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of

any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence and One Million dollars (\$1,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury

(including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County’s control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Robert C. Lawton, CAO
P.O. Box 696
Bridgeport, CA 93517
rlawton@mono.ca.gov

Contractor:
Caporusso Communications Company
209 Pinecrest Court
Roseville, CA 95678
916) 412-0571
justin@caporussocommunications.com

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND CAPORUSSO COMMUNICATIONS
FOR THE PROVISION OF COMMUNICATIONS AND PUBLIC RELATIONS SERVICES**

TERM:

FROM: August 3, 2021 TO: June 30, 2022

SCOPE OF WORK:

At the request of the County Administrative Officer, Contractor shall draft communications and public relations materials including, but not limited to, press releases, correspondence, flyers, web and social media content, newsletters and public information sheets for the County or any of its individual departments.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CAPORUSSO COMMUNICATIONS
FOR THE PROVISION OF COMMUNICATIONS AND PUBLIC RELATIONS SERVICES**

TERM:

FROM: August 3, 2021 TO: June 30, 2022

SCHEDULE OF FEES:

County shall pay Contractor \$85.00 per hour for the provision of work and services under this Agreement. Total payments shall not exceed \$90,000 as set forth in paragraph 3.D of the Agreement.

See Attachment B1, incorporated herein by this reference (optional).



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Public Health

TIME REQUIRED

SUBJECT Authority to Hire Emergency
Preparedness Manager at Step C

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Authorize the Public Health Director to fill the Emergency Preparedness Manager position at Step C (75C).

RECOMMENDED ACTION:

Authorize the Public health Director to hire Ms. Brianne Chappell-McGovern at a C step in the position of Emergency Preparedness Manager.

FISCAL IMPACT:

There is no impact to the County General Fund. The cost of this position is currently budgeted in fiscal year 2021-22. The fiscal impact for the remainder of fiscal year 2021-22 will be approximately \$123,690 consisting of \$72,476 in salary and \$51,214 in benefits.

CONTACT NAME: Bryan Wheeler

PHONE/EMAIL: 760-924-1835 / bwheeler@mono.ca.gov

SEND COPIES TO:

Bryan Wheeler, Stephanie Butters, Ryan Roe, HR

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
7/22/2021 12:54 PM	County Counsel	Yes
7/28/2021 2:13 PM	Finance	Yes
7/30/2021 1:50 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

Date: August 3, 2021
To: Honorable Board of Supervisor
From: Bryan Wheeler, Public Health Director
Subject: Authority to Hire at Step C

Recommendation:

Authorize the Public Health Director to fill the Emergency Preparedness Manager position at Step C (75C).

Discussion:

The Emergency Preparedness Manager position is a current vacant position due to the retirement of the prior incumbent. After conducting interviews, Bri Chappell - McGovern has accepted to fill this position.

Mrs. Chappell - McGovern possesses excellent qualifications for the position of Emergency Preparedness Manager. She has five years' experience in this position for Inyo County Public Health and has the expertise needed for this position. She is licensed as a paramedic and teaches at a local college. Mrs. Chappell - McGovern has strong ties to the native American community. Mrs. Chappell - McGovern is currently the Emergency preparedness Manager for Inyo County. Typically, a new employee is placed at Step A of a given salary range. In accordance with the Mono County Personnel System (MCPE), Board of Supervisors approval is required when an employee is hired above Step A. Given Mrs. Chappell - McGovern's experience and qualifications, the department is requesting authorization to offer her employment at Step C of the salary range (Range 75) for this position.

Fiscal Impact:

There is no impact to the County General Fund. The cost of this position is currently budgeted in fiscal year 2021-22. The fiscal impact for the remainder of fiscal year 2021-22 will be approximately \$123,690 consisting of \$72,476 in salary and \$51,214 in benefits.

For questions regarding this item, please call Stephanie Butters at (760) 932-5587.

Submitted by: Stephanie Butters, Public Health Fiscal and Administrative Officer
Reviewed by: Bryan Wheeler, Public Health Director



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Economic Development

TIME REQUIRED

SUBJECT Amendment to Desert Springs
Contract Limit for Fiscal Year 2020-
2021

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Amendment to the Desert Springs contract limit applicable to FY 2020-2021.

RECOMMENDED ACTION:

Approve Desert Springs contract limit amendment for FY 2020-2021 (see attached draft amendment) using unspent appropriations for fish stocking in FY 2020-2021, and authorize Board Chair to sign the amendment.

FISCAL IMPACT:

None. The increase required for the Fish Enhancement (102) budget to support the contract limit increase is funded entirely from unspent FY 2020-2021 appropriations included in the carryover balance in the Fish Enhancement fund balance. There is no fiscal impact to the County's General Fund.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 7607091149 / avennos@mono.ca.gov

SEND COPIES TO:

avennos@mono.ca.gov; jdutcher@mono.ca.gov;
cmilovich@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Contract Amendment - Desert Springs](#)

History

Time	Who	Approval
7/28/2021 9:16 PM	County Counsel	Yes
7/29/2021 8:06 AM	Finance	Yes
7/30/2021 1:51 PM	County Administrative Office	Yes



MONO COUNTY ECONOMIC DEVELOPMENT

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-4634

Alicia Vennos
Economic Development Director
Avennos@mono.ca.gov
760-924-1743

Jeff Simpson
Economic Development Manager
Jsimpson@mono.ca.gov
760-924-4634

STAFF REPORT

SUBJECT: Amendment to the Desert Springs contract limit applicable to FY 2020-2021.

RECOMMENDATION: Approve Desert Springs contract limit amendment for FY 20-21 (see attached draft amendment) using unspent appropriations for fish stocking in FY20-21, and authorize the chair to sign the amendment.

BACKGROUND: The timing of ordering the annual Desert Springs fish stocking in advance and the fiscal year budget being adopted before the start of the fiscal year results in the need to carryover unspent appropriations from one fiscal year to the next. This step was overlooked during the budget process this year. A budget amendment is proposed on your board agenda as a separate item. Also, the annual contract with Desert Springs requires amendment to include a higher annual cap because of deliveries that were normally scheduled for July but were made in June due to vendor constraints. This agenda item is to authorize approval of the contract limit amendment to accommodate the June 30th stocking delivery, originally scheduled for July 2nd.

FISCAL IMPACT: The increase required for the Fish Enhancement (102) budget to support the contract limit increase is funded entirely from unspent FY 2020-2021 appropriations included in the carryover balance in the Fish Enhancement fund balance. There is no fiscal impact to the County's General Fund.

**AGREEMENT AND FIRST AMENDMENT TO THE
AGREEMENT BETWEEN THE COUNTY OF MONO AND
DESERT SPRINGS TROUT FARM
FOR THE PROVISION OF TROUT STOCKING SERVICES**

This Agreement and First Amendment is entered into August 3, 2021, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Desert Springs Trout Farm (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor, and signed by Contractor on June 27, 2014, providing for trout stocking (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The Contract Limit set forth in paragraph 3.D of the Agreement is hereby increased from \$120,000 to \$125,000 for the fiscal year commencing July 1, 2020 and ending June 30, 2021.
2. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

Jennifer Kreitz, Board Chair

Print Name and Title

Date

Date

Approved as to Form:

County Counsel



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Clerk of the Assessment Appeals Board

TIME REQUIRED

SUBJECT Ordinance Amending Mono County
Code Section 3.52.050 - Assessment
Appeals Boards

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed ordinance amending Mono County Code Section 3.52.050 to align with changes in state law which eliminated specified qualifications for members of County Assessment Appeals Boards in counties with populations under 200,000.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance

History

Time	Who	Approval
7/22/2021 12:57 PM	County Counsel	Yes
7/28/2021 1:54 PM	Finance	Yes
7/30/2021 1:51 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievalt

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: August 3, 2021

Re: Ordinance updating Mono County Code provisions related to qualifications for Assessment Appeals Board members.

Recommended Action

Adopt proposed ordinance amending Mono County Code Section 3.52.050 to align with changes in state law which altered the required qualifications for members of county assessment appeals boards in counties having populations of less than 200,000.

Strategic Plan Focus Areas Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Discussion

In 1984 Mono County adopted rules related to the establishment and functioning of its Assessment Appeals Board (AAB), which are codified in Chapter 3.52 of the Mono County Code. Mono's rules were consistent with state laws at that time, which required individuals appointed to serve on a County Assessment Appeals Board to have a minimum of five years professional experience in California as a certified public accountant or public accountant, a licensed real estate broker, an attorney, a property appraiser accredited by a nationally recognized professional organization, a property appraiser certified by the Office of Real Estate Appraisers, or a property appraiser certified by the State Board of Equalization.

State law was subsequently amended to eliminate these requirements in counties having populations of less than 200,000, thereby making it appropriate for Mono County to amend its rules to align with state requirements. This change also broadens the potential pool of individuals who may be appointed to serve on Mono's AAB, thereby addressing a longstanding issue of recruitment. The proposed language would reference the above qualifications as *desirable qualifications*, but confirm that they are not mandatory.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



ORDINANCE NO. ORD21-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS
AMENDING MONO COUNTY CODE SECTION 3.52.050
TO ALIGN WITH CHANGES IN STATE LAW
WHICH CHANGED THE REQUIRED QUALIFICATIONS
FOR INDIVIDUALS SERVING ON COUNTY ASSESSMENT APPEALS BOARDS
IN COUNTIES WITH POPULATIONS OF LESS THAN 200,000**

WHEREAS, in 1984 Mono County enacted rules related to the establishment and functioning of its Assessment Appeals Board (AAB), which are codified in Chapter 3.52 of the Mono County Code; and

WHEREAS, Mono County's rules were consistent with state laws at that time which required individuals appointed to serve on County Assessment Appeals Boards to have at least five years of professional experience in one of several specified professions; and

WHEREAS, subsequently, state law was amended to eliminate these requirements in counties having populations of less than 200,000, thereby making it appropriate for Mono County to amend its rules to follow state requirements; and

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that:

SECTION ONE: Section 3.52.050 of the Mono County Code is hereby amended, in its entirety, to read as follows:

3.52.050 "Qualifications"

Any person whom the board of supervisors believes is possessed of or capable of acquiring competent knowledge of property appraisal and taxation may be appointed to the Assessment Appeals Board. A typical, but not exclusive, way to achieve such competent knowledge would be five years or more of professional experience in California as one of the following: a certified public accountant or public accountant, a licensed real estate broker, an attorney, or a property appraiser accredited by a nationally recognized professional organization. No person shall be qualified to be a member of the assessment appeals board who has, within the three years immediately preceding his or her appointment, been an employee of the Mono County assessor's office.

SECTION TWO: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government

1 Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the
2 Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take
effect until 30 days after the date of publication.

3 **PASSED, APPROVED** and **ADOPTED** this _____ day of _____, 2021,
4 by the following vote, to wit:

5 **AYES:**

6 **NOES:**

7 **ABSENT:**

8 **ABSTAIN:**
9

10 _____
Jennifer Kreitz, Chair
11 Mono County Board of Supervisors

12 **ATTEST:**

APPROVED AS TO FORM:

13 _____
14 Clerk of the Board

_____ County Counsel



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Human Resources

TIME REQUIRED

SUBJECT Ordinance Amending Chapter 2.68 of the Mono County Code "Personnel System"

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Ordinance amending Chapter 2.68 of the Mono County Code to reflect the current use of Personnel Rules applicable to individual bargaining units, rather than a codified Personnel System

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance

History

Time	Who	Approval
7/22/2021 12:56 PM	County Counsel	Yes
7/27/2021 12:55 PM	Finance	Yes
7/30/2021 1:51 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievault

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: August 3, 2021

Re: Ordinance amending Chapter 2.68 of the Mono County Code to reflect the current use of Personnel Rules applicable to individual bargaining units, rather than a codified Personnel System

Recommended Action

Adopt proposed ordinance amending Mono County Code Chapter 2.68 to eliminate the outdated Personnel System and replace it with a reference to adopted Personnel Rules for each Employee Bargaining Unit

Strategic Plan Focus Areas Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

None.

Discussion

This item is purely a housekeeping matter. It recently came to this office's attention that the language of Mono County Code Chapter 2.68 "Personnel System", which has been superseded and replaced by individual sets of Personnel Rules applicable to each bargaining unit (and with minor variations between units), remains codified in the County Code through historical omission. In order to avoid confusion (and misinformation) related to these outdated and inoperable rules, it is proposed that the language in Chapter 2.68 be repealed.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



ORDINANCE NO. ORD21-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS
REPEALING MONO COUNTY CODE CHAPTER 2.68
“PERSONNEL SYSTEM” WHICH HAS BEEN SUPERSEDED
BY PERSONNEL RULES NEGOTIATED BETWEEN THE COUNTY
AND EACH OF ITS EMPLOYEE BARGAINING UNITS**

WHEREAS, historically, Mono County’s personnel system was contained in Chapter 2.68 of the Mono County Code; and

WHEREAS, in or around 2010, the County updated the contents of that personnel system to create a set of “personnel rules” which it proposed for adoption to each of its employee bargaining units as part of the meet-and-confer process leading to the approval of memoranda of understanding (MOU) for those units. These personnel rules were implemented as to each bargaining unit between 2010 and 2014; and

WHEREAS, upon execution of those MOUs, employees within the following bargaining units became subject to the personnel rules rather than to Chapter 2.68: (1) Mono County Public Employees (MCPE), (2) Deputy Sheriffs’ Association (DSA); (3) Public Safety Officers’ Association (PSOA); (4) Paramedic Fire Rescue Association (PFRA); and (5) Mono County Probation Officers’ Association (MCPOA); and

WHEREAS, because Chapter 2.68 is outdated and inapplicable to the County’s represented employees, the Board of Supervisors wishes, as a housekeeping matter, to repeal Chapter 2.68 and replace it with a short reference to the applicable personnel rules;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that:

SECTION ONE: Chapter 2.68 of the Mono County Code “Personnel System” is hereby repealed in its entirety and amended to read as follows:

Section 2.68.010

The personnel rules applicable to Mono County’s represented employees were adopted by each employee bargaining unit upon agreement to or implementation of a memorandum of understanding for that bargaining unit. Adopted personnel rules remain in effect as to all employees within the applicable bargaining unit unless and until those rules are amended, repealed or replaced by formal action of the Board of Supervisors, following a meet-and-confer process where required. Reference in an employment contract to the “personnel system” or the “personnel rules” shall mean those personnel rules applicable to the Mono County Public Employees (MCPE) bargaining unit.

1 **SECTION TWO:** This ordinance shall become effective 30 days from the date of its
2 adoption and final passage, which appears immediately below. The Clerk of the Board of
3 Supervisors shall post this ordinance and also publish it in the manner prescribed by Government
4 Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the
5 Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take
6 effect until 30 days after the date of publication.

7 **PASSED, APPROVED** and **ADOPTED** this _____ day of _____, 2021,
8 by the following vote, to wit:

9 **AYES:**

10 **NOES:**

11 **ABSENT:**

12 **ABSTAIN:**

13 _____
14 Jennifer Kreitz, Chair
15 Mono County Board of Supervisors

16 **ATTEST:**

17 **APPROVED AS TO FORM:**

18 _____
19 Clerk of the Board

20 _____
21 County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

TIME REQUIRED

SUBJECT

Letter from Alan Haight and Jo
McProud Expressing Concern
Regarding Off-Highway Vehicles in
the Mammoth Lakes-June Lake Area

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A letter from Alan Haight and Jo McProud expressing concern regarding the increasing prevalence of unregulated off-highway vehicles in the Mammoth Lakes-June Lake area of the Inyo National Forest.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time	Who	Approval
7/22/2021 12:54 PM	County Counsel	Yes
7/14/2021 12:54 PM	Finance	Yes
7/30/2021 1:50 PM	County Administrative Office	Yes

From: Alan Haight <alanhaight@sbcglobal.net>

Sent: Tuesday, July 13, 2021 10:42 AM

To: Bob Gardner <bgardner@mono.ca.gov>; BOS <BOS@mono.ca.gov>; matthew.paruolo@usda.gov

Subject: Concern regarding Off-Highway Vehicles in the Mammoth Lakes-June Lake Area

You don't often get email from alanhaight@sbcglobal.net. [Learn why this is important](#)

[EXTERNAL EMAIL]

Dear Friends,

We are writing to express concern regarding the increasing prevalence of unregulated off-highway vehicles in the Mammoth Lakes-June Lake Area of the Inyo National Forest. We would appreciate the distribution of this email to those responsible for management of this area, especially within the U.S. Forest Service.

My wife's family has owned a Forest Service lease cabin at Glass Creek for the past thirty years. Originally purchased by my wife's father, it has been an annual haven for the family, which now includes nieces and nephews of the extended family. The cabin is frequently occupied from the end of April through October, and the family enjoys hiking, backpacking, bird watching, fly fishing and other activities from the base provided by the cabin.

In recent years, and especially in the last two, there has been increasing use of the Glass Creek campground and nearby off-highway roads by off-highway vehicles, including dirt bikes, with no apparent regulation or concern for the impacts that are plainly evident. These vehicles are present throughout the day in this area, and are frequently operated at night after dark, with flood lights and sometimes even very loud amplified music and at high speeds with engines racing. Considering the dust, noise and frequent passage of vehicles, along with garbage and erosion and consequences for wildlife habitat, it is hard to imagine a more impactful activity than this.

Although not exclusively the consequence of off-highway vehicle use of the area, we have also seen significant and harmful effects from unregulated dispersed camping. In particular, along the northern end of the Owens River Road and especially around Big Springs, garbage, toilet paper, impacts to vegetation and to wildlife are widely evident, and while our family would have enjoyed the occasional visit to Big Springs and fly fishing in the headwaters, the noise and pollution are too prevalent to be able to appreciate this area.

We're certain that each of the recipients of this letter is aware of the issues presented by rampant and unregulated use of these back roads by off-highway vehicles. Providing enforcement in the absence of stated regulations is obviously impossible, and so we would like to encourage the Mono County Board of Supervisors and the U.S. Forest Service to engage in deep and urgent consideration of the impacts of this incompatible use when unregulated, and arrive at a sensible and balanced framework for the present and future use of the area by off-highway vehicles.

With appreciation and respect,
Alan Haight
Jo McProud



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

TIME REQUIRED

SUBJECT

Letter from Los Angeles Department of Water and Power (LADWP) Regarding LADWP's Adaptive Management Plan for the Bi-State Sage Grouse in Long Valley

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Letter from Cynthia McClain-Hill, President of the Board of Water and Power Commissioners, responding to the letter sent by the Board of Supervisors on April 20, 2021 regarding LADWP's Adaptive Management Plan for the Bi-State Sage Grouse in Long Valley.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter
Letter from BOS 4-20-21

History

Time	Who	Approval
7/22/2021 12:59 PM	County Counsel	Yes
7/19/2021 9:42 AM	Finance	Yes
7/30/2021 1:50 PM	County Administrative Office	Yes

June 2, 2021

Ms. Jennifer Kreitz, Chair
Mono County Board of Supervisors
P.O. Box 715
Bridgeport, California 93517

Dear Ms. Kreitz:

Subject: April 20 Letter Regarding Los Angeles Department of Water and Power's
Adaptive Management Plan for the Bi-State Sage Grouse in Long Valley

Thank you for your recent correspondence on behalf of the Mono County Board of Supervisors. While we have not yet had the pleasure of meeting in person, I know we share a concern about the management and the future of the lands owned by Los Angeles Department of Water and Power (LADWP) in Mono County. LADWP owns, manages, and is committed to protecting approximately 38,000 acres of Bi-State Sage Grouse-inhabited areas in Mono County. LADWP has a long history of implementing numerous activities directed at protecting both the unlisted Sage Grouse and the habitats that they depend on.

On April 20, 2021, the Mono County Board of Supervisors sent a letter to the Board of Water and Power Commissioners detailing its view of LADWP and United States Fish and Wildlife Service's joint efforts related to Sage Grouse conservation in Long Valley. While staff at LADWP take issue with several of the characterizations in your letter, given the pending litigation Mono County filed against LADWP related to the management of its lands and water, it would be difficult for us to provide comments at this time.

As LADWP examines water conservation actions in the Long Valley area, we remain committed to continuing maintaining practices that are beneficial for Sage Grouse.

While we may have differing opinions on the management of the creeks and lands in Long Valley, we should celebrate our mutual achievements. For nearly 40 years, LADWP has worked with local partners, such as the Mono County Board of Supervisors, to restore and preserve the natural beauty of Mono Basin. During that

Ms. Jennifer Kreitz
Page 2
June 2, 2021

time, the utility has invested in dozens of restoration projects, while exports from Mono Basin have been reduced by more than 80 percent. The water instead now remains in Mono Basin to support environmental restoration projects that improve the ecological vibrancy of the region.

Thanks in part to LADWP's commitment to the region, Mono Lake and its tributaries offer abundant resources for the unique water birds nesting on shore, and a healthy environment for the plants and fish to thrive. For the last 20 years, water elevation in Mono Lake has been an average of 10 feet higher than its lowest point in 1981.

I hope that we will find more areas of common interest as we move forward. I look forward to touring your County and its natural treasures as soon as circumstances allow.

If you have any questions or would like additional information, please feel free to contact Mr. Anselmo G. Collins, Deputy Senior Assistant General Manager – Water System, and Director of Water Operations Division by email at anselmo.collins@ladwp.com or by phone, at (213) 367-1001.

Sincerely,



Cynthia McClain-Hill, President
Board of Water and Power Commissioners

AGC:slr

c: Board of Water and Power Commissioners

Ms. Yvette L. Furr

Mr. Martin L. Adams

Mr. Richard F. Harasick

Mr. Anselmo G. Collins



Jennifer Kreitz - District One Rhonda Duggan - District Two Bob Gardner - District Three
John Peters - District Four Stacy Corless - District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

April 20, 2021

Via email and U.S. Mail

Cynthia McClain-Hill, President
Los Angeles Department of Water and Power
Board of Commissioners
PO Box 51111
Los Angeles, CA 90051-0100

Mr. Paul Souza, Regional Director
United States Fish and Wildlife Service
2800 Cottage Way
Sacramento, CA 95825

RE: LADWP's Adaptive Management Plan for the Bi-State Sage Grouse in Long Valley

Honorable President McClain-Hill and Mr. Souza:

On April 6, 2021, the Mono County Board of Supervisors received a presentation from its staff regarding LADWP's *Adaptive Management Plan for the Bi-State Sage-Grouse Brood-Rearing Habitat on Los Angeles Department of Water and Power Lands in Long Valley* (the AMP). The Board commends LADWP for its attention to this critical issue, and for the speed with which the plan was developed – LADWP staff commenced work on the plan in late July 2020, and submitted what it describes as the final document to the U.S. Fish and Wildlife Service (USFWS) near the end of December 2020.

As background to these comments, Mono County has been involved in efforts to preserve the Bi-State Distinct Population Segment of the greater sage grouse (“Bi-State Sage Grouse” or “Sage Grouse”) for nearly two decades. As a member of the Bi-State Local Area Working Group (Bi-State LAWG) along with federal, state and local agencies, nonprofit organizations and tribal representatives, Mono was a partner in the development of the first Bi-State Sage Grouse conservation plan in 2004. Thereafter, the County participated in the development, and now implementation, of the 2012 Bi-State Conservation Action Plan (the “2012 Action Plan”) and is a signatory to the multi-agency Memorandum of Understanding for Bi-State Sage Grouse conservation. The measures called for in the 2012 Action Plan, along with the \$45 million dollar commitment to implement those measures (including \$5.9 million committed by Mono County), have resulted in significant gains for the Sage Grouse and its habitat.

One area of particular focus in the preservation of the Bi-State Sage Grouse, and the subject of LADWP's AMP, is Long Valley in southern Mono County, which supports approximately 30% of California's entire population. Much of this important habitat is on land owned and operated by the Los Angeles Department of Water and Power (LADWP) – land that would be designated as critical habitat if the Bi-State Sage Grouse were listed under the Endangered Species Act.

Having now reviewed the AMP, this Board notes that, perhaps as a result of the expedited timeline, important issues require further clarification or revision. The following comments and suggestions are intended to address these issues so that the AMP can serve what appears to be the purpose for its development – to set forth specific actions and commitments to preserve Bi-State Sage Grouse habitat on LADWP-owned lands in Long Valley.

1. The plan does not address or explain how it correlates to historic irrigation practices in Long Valley which have long sustained the Bi-State Sage Grouse.

In 2018, when irrigation water to ranch lessees in Long Valley was significantly reduced to levels mimicking a drought (despite runoff that year being approximately 80% of average) there was a correspondingly precipitous decline in the Bi-State Sage Grouse population – from 152 males counted in the Spring of 2018, to 105 males in the Spring 2019. This is a loss of more than 40 individuals in a single year. The next largest decline in recent history was a decrease of 27 birds following the devastating five-year drought ending in 2016. The Bi-State population in Long Valley has otherwise remained relatively stable since at least 2012.

The same historic irrigation practices that sustain the Bi-State Sage Grouse have created ecologically significant meadow and wetland habitat and support a variety of species and conditions critical to a healthy ecosystem. Recognizing the potential impact on the environment which would result from a modification to historic irrigation practices, in March of 2021, the Alameda Superior Court ruled that LADWP must maintain historic irrigation in Long Valley and Little Round Valley until such time as it complies with the California Environmental Quality Act (CEQA). The Court's ruling allows for annual variations in water delivery based on snowpack and runoff conditions, around a historic average of 3.2 AF/acre.

Because the AMP does not address how it will operate in relationship to historic irrigation and water spreading practices, there is a lack of clarity regarding what will actually occur on the ground – this season or in future years. Will water be provided only as described in the AMP (i.e., through McGee and Convict Creek diversions and only to Lek3) or will it continue to be provided to other regions in Long Valley that also support Sage Grouse and contain leks?

The AMP should be clarified to explain its relationship to historic irrigation practices and water deliveries so that those concerned with Sage Grouse preservation (including wildlife managers) and the preservation of other natural resources can understand its actual impact on Bi-State Sage Grouse population and habitat in Long Valley.

2. The plan does not state whether it applies in all year types or only in the driest years when there is a need to prioritize water deliveries to the most critical areas.

Mono County staff participating in plan development understood from that process that the AMP seeks to lay out a strategy for prioritizing water deliveries in years of low water availability. In other words, when there is limited water, the AMP describes how those scarce water supplies would be allocated to ensure the greatest positive impact on areas which scientific data confirms to be important for Sage Grouse brood rearing (see section 3 below regarding scientific, versus historical data and knowledge). This approach was supported by County staff during the process. However, the December AMP does not confirm that understanding and, perhaps by omission, appears to be proposing that only a minimal amount of water (i.e., smaller deliveries through fewer ditches, and on a much smaller land area) would be provided regardless of water-year type or water availability.

If it is not the intention of the AMP to reduce water deliveries and thereby risk impacting habitat for the Bi-State Sage Grouse even during years where water is available, then the AMP should be revised or clarified to specifically state that it sets forth a backstop strategy for dry years only (and to specify the water availability thresholds that would trigger its implementation). With that clarification, the issues raised in section 3 below should also be addressed.

Alternatively, if such clarification is not made, then the conclusion must be drawn that the AMP proposes a new management regime that involves a severe curtailment of water deliveries to much of the Long Valley region, potentially shrinking Bi-State Sage Grouse habitat and risking unintended consequences for lekking and brood rearing areas. As such, the AMP would not only violate the Alameda Court's March 8, 2021 ruling, but would reflect a new project requiring environmental review under CEQA. The Board of Supervisors does not believe that to be the intention.

3. The AMP should include a description of historic practices and resulting habitat conditions and provide measures to protect habitat resulting from those practices.

The AMP strives to identify the most beneficial timing for water distribution and the most valuable areas for brood-rearing on LADWP lands in Long Valley. Recognizing that there is a lack of current science on both of these issues, the AMP commits to future scientific study to improve understanding. The Board of Supervisors supports additional research and data development, but cautions that it should not be pursued to the exclusion of existing on-the-ground knowledge and experience regarding Sage Grouse prevalence and the measures necessary for preservation of those populations.

LADWP lands in Long Valley have long been managed by private lessees on behalf of LADWP with beneficial results for the Bi-State Sage Grouse and without comprehensive scientific study or analysis. As expressed (and loosely paraphrased here) by biologists working in the area from more than one wildlife management agency – “We don't know what the ranchers do with the water, but what they have done has worked well for the sage grouse.”

While further data is developed through scientific studies, historically successful land and water management strategies should not be ignored or abandoned on the basis that they are not “scientific data.” Indeed, that approach could harm the Bi-State population while purportedly seeking to protect it and therefore undermine future efforts to develop scientific information by inadvertently altering important habitat before it is identified.

For example, several regions in Long Valley which are known to support Bi-State Sage Grouse (regardless of whether radio telemetry has confirmed their presence) are not addressed by the AMP at all. These include Hot Creek and the Upper Owens River. The AMP does not provide for water deliveries to or include management strategies for these regions, despite the existence of historical knowledge confirming their use by Bi-State Sage Grouse. Measures to preserve Sage Grouse in areas where the birds are known to exist, regardless of whether science has yet re-confirmed that knowledge, must be undertaken or, ironically, additional species decline could result from a plan that seeks on its face to protect the species.

4. Underlying assumptions and premises in the AMP unduly limit its effectiveness in protecting the Bi-State Sage Grouse in Long Valley.

Perhaps again due to the short timeframe in which the plan was developed, the AMP excludes the possibility of improving existing water conveyance systems in Long Valley to benefit the Bi-State Sage Grouse or the building of new conveyance systems. And the AMP acknowledges that “new water systems may be needed or existing ones [may need to be] improved [sic]”. Such improvements should not be categorically excluded, and if they remain options in the future, that should be stated in the AMP.

As just one example, water in the Owens River could be delivered and spread when other creek flows are too low to be used. Current Owens River diversions already create mesic habitat, and the river is not vulnerable to low water conditions, as are Convict and McGee. Bi-State Sage Grouse are found in the Upper Owens River area and in the sagebrush to the west around Little Hot Creek. Additional habitat could be provided in these areas even in lower water years through expansion and improvement of water conveyance facilities utilizing Owens River water.

In closing, the Mono County Board of Supervisors again commends LADWP for its attention to the preservation of Bi-State Sage Grouse on LADWP-owned lands in Mono County and for the speed with which the AMP was drafted. Ultimately, with some clarifications and additions, it is hoped that the AMP could be an effective tool in the preservation of Sage Grouse habitat in Long Valley.

Sincerely,


Jennifer Kreitz (A/C), 2021 13:19 PDT

Jennifer Kreitz, Chair
Mono County Board of Supervisors

Cc: Los Angeles Department of Water and Power Commissioners

Charlton Bonham, Director, California Department of Fish and Wildlife (CDFW)
Scott Gardner, CDFW
AMP Technical Working Group
Keep Long Valley Green Coalition
Eastern Sierra Audubon Society
Sierra Club Range of Light Group



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

TIME REQUIRED

SUBJECT Notification of Eastern Sierra Land Trust Application for Second Renewal of Accreditation

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Eastern Sierra Land Trust has announced that they are applying for their second renewal of their accreditation with the Land Trust Accreditation Commission and the Land Trust Alliance (LTA). The land trust accreditation program recognizes land conservation organizations that meet national quality standards for protecting important natural places and working lands.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
[ESLT](#)

History

Time	Who	Approval
7/22/2021 12:55 PM	County Counsel	Yes
7/27/2021 12:55 PM	Finance	Yes
7/30/2021 1:51 PM	County Administrative Office	Yes

From: Carissa Gospodinoff <carissa@eslt.org>
Sent: Friday, July 16, 2021 4:18 PM
To: BOS <BOS@mono.ca.gov>
Subject: ESLT: Notification of Application of Accreditation Renewal

You don't often get email from carissa@eslt.org. [Learn why this is important](#)

[EXTERNAL EMAIL]

Greetings Chairperson and Esteemed Board Members,

Eastern Sierra Land Trust is pleased to announce that we are applying for our second renewal of our accreditation with the Land Trust Accreditation Commission and the Land Trust Alliance (LTA). Accreditation is a mark of distinction, showing that a land trust meets high standards for land conservation. The accreditation seal offers the assurance that a land trust can keep the promise of perpetuity and that it is worthy of the public trust. Attached to this email, please find our official notification, informing you that a public comment period is now open. Please feel free to forward our notice onward.

Have a wonderful weekend,

Carissa Gospodinoff

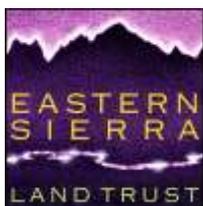
Operations Director

Eastern Sierra Land Trust

www.eslt.org | [\(760\) 873-4554](tel:(760)873-4554) | 250 N. Fowler St., PO Box 755 | Bishop, CA 93515



[Click here to make a gift that protects Eastern Sierra land and wildlife.](#)



Mono County Board of Supervisors
PO Box 715
Bridgeport, CA 93517

July 16, 2021

250 N. Fowler St.
P.O. Box 755
Bishop, CA 93515
P: (760) 873-4554
F: (760) 873-9277
www.eslt.org

BOARD OF DIRECTORS

Marie Patrick
Chair

Randy Keller
Secretary

Robert Sharp
Treasurer

Tim Bartley

Fran Hunt

Cyd Jenefsky

Rick Kattelmann

Brynn Pewtherer

Board Member Emeritus

Tony Taylor

Executive Director / CEO

Kay Ogden

Stakeholder Notification/Public Notice

Dear Chairperson and Esteemed Board Members:

The land trust accreditation program recognizes land conservation organizations that meet national quality standards for protecting important natural places and working lands forever. Eastern Sierra Land Trust is pleased to announce it is applying for our second renewal of accreditation. A public comment period is now open.

The Land Trust Accreditation Commission, an independent program of the Land Trust Alliance, conducts an extensive review of each applicant's policies and programs. This is a voluntary and very rigorous process.

Accreditation is a mark of distinction, showing that a land trust meets high standards for land conservation. The accreditation seal offers the assurance that a land trust can keep the promise of perpetuity and that it is worthy of the public trust.

The Commission invites public input and accepts signed, written comments on pending applications. Comments must relate to how Eastern Sierra Land Trust complies with national quality standards. These standards address the ethical and technical operation of a land trust. For the full list of standards see <http://www.landtrustaccreditation.org/help-and-resources/indicator-practices>.

To learn more about the accreditation program and to submit a comment, visit www.landtrustaccreditation.org, or email your comment to info@landtrustaccreditation.org. Comments may also be faxed or mailed to the Land Trust Accreditation Commission, Attn: Public Comments: (fax) 518-587-3183; (mail) 36 Phila Street, Suite 2, Saratoga Springs, NY 12866.

Comments on Eastern Sierra Land Trust's application will be most useful by August 5th, 2021.

Sincerely,

Eastern Sierra Land Trust Board of Directors & Kay Ogden, ED/CEO





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

TIME REQUIRED

SUBJECT Application for Alcoholic Beverage
License

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Krystin Snyder located at 474 S. Landing Rd, Crowley Lake, CA 93546.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[ABCApp](#)

History

Time	Who	Approval
7/28/2021 9:17 PM	County Counsel	Yes
7/28/2021 1:54 PM	Finance	Yes
7/30/2021 1:52 PM	County Administrative Office	Yes

Department of Alcoholic Beverage Control
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)
 ABC 211 (6/99)

State of California **RECEIVED**

JUL 20 2021

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **628378**
 Receipt Number: **2675998**
 Geographical Code: **2600**
 Copies Mailed Date: **July 16, 2021**
 Issued Date:

OFFICE OF THE CLERK

DISTRICT SERVING LOCATION: **BAKERSFIELD**
 First Owner: **SNYDER, KRYSTIN KATHLEENE**

Name of Business:
 Location of Business: **474 S LANDING RD
 CROWLEY LAKE, CA 93546**

County: **MONO**

Is Premises inside city limits? **No** Census Tract: **0001.01**

Mailing Address:(If different from premises address) **26573 BLACK OAKS COURT
 LAKE ARROWHEAD, CA 92352**

Type of license(s): **41** Dropping Partner: Yes No

Transferor's license/name: **593509 / HARRIS, GREGORY JOSEPH**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
41 - On-Sale Beer And Wine - Eating P PER		Y			

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	PERSON TO PERSON TRF	NA	0	07/16/21	\$335.00
Application Fee	STATE FINGERPRINTS	NA	2	07/16/21	\$78.00
Application Fee	FEDERAL FINGERPRINTS	NA	2	07/16/21	\$48.00
41 - On-Sale Beer And Wine - Eat	ANNUAL FEE	NA	0	07/16/21	\$455.00
Total					\$916.00

Have you ever been convicted of a felony? **No**
 Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of **MONO** Date: **July 16, 2021**

Applicant Name(s)

SNYDER, KRYSTIN KATHLEENE

SNYDER, TRAVIS DAVID



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

TIME REQUIRED

SUBJECT

Letter from Tri-Valley Groundwater
Management District Board of
Directors Regarding Appointments to
the Board

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A letter from the Tri-Valley Groundwater Management District Board of Directors notifying the Board of Supervisors of the opportunity to make an appointment to the Tri-Valley Board of Directors by August 24, 2021.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time	Who	Approval
7/28/2021 9:23 PM	County Counsel	Yes
7/27/2021 12:55 PM	Finance	Yes
7/30/2021 1:51 PM	County Administrative Office	Yes

MONO COUNTY TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT

P.O. Box 936
Benton, CA 93512
www.tvgmd.org

Carol Ann Mitchell, Chairperson
Phil West, Vice-Chairperson
Marion Dunn, Secretary
Geri Bassett
Richard Moss
Matt Doonan
Rhonda Duggan, Mono County District 2 Supervisor

July 23, 2021

Mono County Board of Supervisors
c/o Clerk of the Board
Scheereen Dedman
P.O. Box 715
Bridgeport, CA 93517

Dear Chair Kreitz,

The Tri-Valley Groundwater Management District Board of Directors (“Tri-Valley Board”) writes to notify the Mono County Board of Supervisors of the opportunity under Government Code section 1780 to make an appointment to the Tri-Valley Board of Directors (“Tri-Valley Board”) by August 24, 2021.

The Tri-Valley Board received and accepted the resignation of Dave Doonan on May 26, 2021. According to Water Code Appendix section 128-401(f) and Government Code section 1780, the Tri-Valley Board of Directors had 60 days, until July 25, 2021, to make an appointment by majority vote of the remaining directors. After duly posted notices, the Tri-Valley Board was unable to make an appointment of an eligible candidate during the special meeting held July 21, 2021.

Under Government Code section 1780(f)(1), the Tri-Valley Board’s inability to make an appointment triggers the ability of the Mono County Board of Supervisors to make an appointment to the Tri-Valley Board within 90 days of the original date of vacancy on May 26, 2021. As such, the Mono County Board of Supervisors has until August 24, 2021 to make an appointment to the Tri-Valley Board.

Such appointment must meet the statutory criteria for eligibility as set out in the Tri-Valley Groundwater Management District’s enabling legislation. *See* Water Code App’x § 128-401. To be eligible to fill the particular vacancy, the appointee must be a “resident[] of the district who [is] the owner[] of record of real property located within the district, and on which property there are extraction facilities capable of pumping at least 100 gallons per minute exclusive of domestic use.” Water Code App’x § 128-401(a)(3).

Should the Mono County Board of Supervisors decline or be unable to make an appointment to the Tri-Valley Board by August 24, 2021, at that time the Tri-Valley Board is

obligated by Government Code section 1780(g)(1) to call for a general election, which will be held on April 12, 2022.

By this letter, the Tri-Valley Board requests that the Mono County Board of Supervisors give direction to staff to advertise the vacancy in order to identify eligible candidates.

With thanks,

A handwritten signature in black ink, appearing to read "Emily Fox". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Emily Fox
On behalf of the Tri-Valley Board



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

TIME REQUIRED

SUBJECT

Letter from Inyo County Board of
Supervisors to Altice USA/Suddenlink
Regarding Issues

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A letter from the Inyo County Board of Supervisors to Altice/Suddenlink regarding issues related to broadband service in the region.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time	Who	Approval
7/28/2021 9:24 PM	County Counsel	Yes
7/28/2021 1:55 PM	Finance	Yes
7/30/2021 1:52 PM	County Administrative Office	Yes



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

RECEIVED

JUL 26 2021

OFFICE OF THE CLERK

July 20, 2021

Dexter Goei, Chief Executive Officer
Hakim Boubazine, President of Telecommunications & Chief Operating Officer
Robert Hoch, Senior Counsel, Government Affairs
Brad Ayres, Senior Director of Government Affairs
Altice USA/Suddenlink

Re: REQUEST FOR FURTHER ACTION TO ADDRESS SERVICE SHORTFALLS

Dear Messrs. Goei, Boubazine, Ayres, and Hoch:

The Inyo County Board of Supervisors is reaching out with this letter to highlight and summarize troubling issues related Altice/Suddenlink’s (“Suddenlink”) broadband service in our region, which require both attention and resolution. These issues were recently also described in detail in a letter collectively written and sent to Suddenlink by the counties of Mono, Placer, and Nevada, and the towns of Mammoth Lakes and Truckee, each of whom have been attempting to find resolution through discussions with Suddenlink staff and representatives for the past five years.

Inyo County is joining these neighboring Sierra Nevada entities in memorializing its concerns and to also share this information with State of California representatives responsible for regulating and legislating broadband service so that solutions can be identified and implemented.

Our concerns and those of our constituents are numerous but essentially revolve around an unacceptable inability to deliver promised services in a reliable, consistent, and prompt fashion – a failure that has created widespread frustration and zero confidence in Suddenlink in the Eastern Sierra, and outcry among customers demanding better.

Generally, these concerns can be distilled into three categories: Customer Service Issues; Technical Issues; and a Broadband Service Issues.

CUSTOMER SERVICE ISSUES

- Inadequate local customer service: many issues could not be resolved by local technical and customer service personnel, and this appears to be getting worse. Wait times for on-site service can take days and has taken as long as 6 weeks. It is also not uncommon for technicians to not show up when scheduled.
- Nonlocal Call Center: customers seeking billing assistance or technical support often get diverted to multiple call centers or departments, regularly with no resolution. This nonlocal call center doesn’t have all of the relevant, local information needed to adequately support or provide locally available services.

- Billing: promised refunds for being overcharged rarely result in the refund being received by the customer.
- Upselling instead of resolving issues: customer service representatives seem to prefer to encourage customers to buy a more expensive plan instead of resolving the existing issues.

TECHNICAL ISSUES

- Inadequate issue resolution: technicians have attempted to resolve issues through quick fixes that didn't address the root cause of the problem, and some of the root causes appear to be aging infrastructure. Resolutions at one location have also resulted in the same issue appearing at the neighboring location. Residents have also reported exposed wires on the ground for weeks with no cleanup for weeks.
- Service Level Agreements and business services: The County has a few locations with static IP addresses so that we can establish a point-to-point VPN connection. Our static IP addresses changed at least 2 or 3 times that I'm aware of in the past 4 years, disconnecting entire offices from our County network. We also had Arizona IP addresses for a few days last year, resulting in at least three County locations not having access to the County network until our original static IP addresses were restored.

BROADBAND SERVICE ISSUES

- Broadband speeds: advertised speeds of 1Gbps are rarely available at the addresses in our County. Even 100Mbps doesn't always equate to anything close to 100Mbps. While most of the high-speed connections are via cable modem that doesn't have dedicated equipment for each connection, 100Mbps service should at least be close to 100Mbps, even if neighboring residences, doctor's offices, and businesses are utilizing broadband at the same time.
- Decreases in existing service: customers have been told that they can expect a decrease in upload speed with their existing service agreement.
- Rate increases: rates increasing with no increase in bandwidth was by far the most common complaint. Baked-in rate increases – a temporary price break for new customers – were not clearly indicated, leaving customers to wonder why the cost for service increased by \$15 per month with no explanation in the bill.

The County of Inyo appreciates the investments that Suddenlink has made so far in our communities, however it is clear that more needs to be done – and should be done – to ensure local residents in our rural area receive services as promised. It is clear by state and national developments that it is no longer acceptable for residents and businesses in “underserved” rural areas to not have access to reliable high-speed broadband. Eastern Sierra customers' ability to effectively participate in 21st century communications are further stymied by a lack of local staff, Suddenlink's unwillingness to commit to specific steps to improve its service or to provide a specific timetable for improvements, and inability or outright failure to successfully address technical issues.

By copy of this letter, we are urging the California Public Utilities Commission to explore using its regulatory authority to compel Suddenlink to improve its service and our State Legislators to investigate legislative fixes. For example, the CPUC could issue an order requiring Suddenlink to establish customer service standards, which is required of all state video franchisees under current law. The CPUC could also convene hearings on Suddenlink's compliance with its state franchise, seeking testimony from members of the public regarding their experiences with Suddenlink and conducting its own inquiry regarding compliance. Likewise, our State Assembly Members and Senators could explore legislation with specific service standards and substantial enforcement tools for use by local governments and the public generally. We hope that our State leaders will consider taking these or other steps, in order to protect customers and ensure Californians' access to safe and reliable utility infrastructure and services.

Thank you in advance for your attention to these significant issues. We look forward to a concerted effort on Suddenlink's part and/or the part of our elected and appointed leaders to bring about significant, lasting improvements in the service being provided to Eastern Sierra residents and customers in neighboring counties.

Sincerely,



Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

cc:

Robert Weygandt, Chair, Placer County Board of Supervisors

Jennifer Kreitz, Chair, Mono County Board of Supervisors

Dan Miller, Chair, Nevada County Board of Supervisors

Bill Sauser, Mayor, Town of Mammoth Lakes

Anna Klovstad, Mayor, Town of Truckee

Marybel Batjer, CPUC President

Martha Guzman Aceves, CPUC Commissioner

Genevieve Shiroma, CPUC Commissioner

Clifford Rechtschaffen, CPUC Commissioner

Darcie L. Houck, CPUC Commissioner

State Assembly Member Frank Bigelow

State Senator Andreas Borgeas

State Assembly Member Megan Dahle

State Assembly Member Kevin Kiley

State Assembly Member Devon Mathis

State Senator Brian Dahle

State Senator Jim Nielson



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: CAO, Public Health

TIME REQUIRED 30 minutes

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO, Bryan
Wheeler, Public Health Director

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Update on Countywide response and planning related to the COVID-19 pandemic. Discussion of planning for changes to County operations, including, but not limited to: status of emergency declarations; returning to in-person County meetings; returning remote employees to work.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

PHONE/EMAIL: 760-932-5415 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
7/28/2021 9:23 PM	County Counsel	Yes
7/19/2021 9:41 AM	Finance	Yes
7/30/2021 1:48 PM	County Administrative Office	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Mountain View Fire Emergency Operations Center

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Justin Nalder, EOC Director

SUBJECT Mountain View Fire Update and Review of Emergency Declarations

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

RECOMMENDED ACTION:

Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts.

Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

FISCAL IMPACT:

Continuation of the declared emergencies supports the County's eligibility for state disaster assistance while debris efforts are still underway. Debris removal costs are eligible for reimbursement only when there is an immediate threat to public health and safety.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Board Declaration of Emergency
<input type="checkbox"/> Health Officer Declaration

History

Time	Who	Approval
7/23/2021 9:27 AM	County Counsel	Yes
7/19/2021 9:40 AM	Finance	Yes
7/30/2021 1:48 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

**OFFICE OF THE
COUNTY COUNSEL**

Telephone
760-924-1700

Assistant County Counsels
Christian E. Milovich
Anne L. Frievault

Mono County
South County Offices
P.O. BOX 2415

Facsimile
760-924-1701

Deputy County Counsel
Emily Fox

MAMMOTH LAKES, CALIFORNIA 93546

Paralegal/Office Manager
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Date: August 3, 2021
Re: Review of Emergency Declarations – Mountain View Fire

Recommended Action

Review need for continuing local emergency declared by the Board of Supervisors on November 17, 2020, and for continuing the local health emergency declared by the Mono County Health Officer on November 19, 2020, (ratified by the Board of Supervisors on November 24, 2020).

Determine that the need for continuing the declarations of emergency continues to exist or determine that need no longer exists and terminate one or both declarations.

Strategic Plan Focus Areas Met

- Economic Base Infrastructure Public Safety
- Environmental Sustainability Mono Best Place to Work

Discussion

On November 17, 2020, a fire broke out in the Community of Walker (the “Mountain View Fire”) in the midst of a hurricane-force wind event. More than 140 structures were destroyed, including 74 homes. On that date, by emergency action, the Board of Supervisors declared a state of local emergency under the California Emergency Services Act (CESA) (Cal. Gov’t Code § 8630). On November 19, 2020, the Governor of the State of California also proclaimed a State of Emergency under CESA, and the Mono County Health Officer declared a local health emergency under Health and Safety Code § 101080, related to the presence of hazardous and toxic materials associated with fire debris. The Board of Supervisors ratified the Health Officer’s declaration on November 24, 2020.

Under the CESA, the Board must review the need for continuing the local emergency at least once every 60 days until it terminates the emergency. Under Health and Safety Code § 101080, the Board must review the need for continuing the local health emergency at least once every 30 days. Under both provisions, the Board must terminate the local emergency at the earliest possible date that conditions warrant.

This item is on the Board's agenda for a review of the conditions necessitating the declarations of emergency as follows:

1. Declaration of Local Health Emergency

A local health emergency exists under § 101080 when an area is affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent.

The potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented.

The combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals that have been stored in homes, garages, or sheds also produce hazardous materials when burned.

Exposure to hazardous substances may lead to acute and chronic health effects, long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community

As of this date, hazardous debris removal associated with the Mountain View Fire is not complete and conditions warranting the continuation of the declared health emergency continue to exist.

2. Declaration of Local Emergency

A local emergency exists under subdivision (c) of section 8558 of the CESA when conditions exist of disaster or of extreme peril to the safety of persons and property caused by fire, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat.

As noted above, debris removal and other remediation of the events of November 17-18 is ongoing. These activities require the combined forces of Mono County, CalOES and other entities to combat.

Attachments:

November 17, 2020 Board Declaration

November 19, 2020 Health Officer Declaration

November 24, 2020 Board Ratification of Health Officer Declaration



R20-101

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DECLARING
A LOCAL EMERGENCY DUE TO SEVERE WILDFIRE IN THE ANTELOPE
VALLEY AREA CAUSED BY THE MOUNTAIN VIEW FIRE**

WHEREAS, today, November 17, 2020, during a severe wind event, a fast-moving fire erupted in the Antelope Valley in Northern Mono County (the “Mountain View Fire”); and

WHEREAS, by 4:00, the fire had destroyed structures and homes and taken at least one life; evacuations are ongoing, and animals have been let free; and

WHEREAS, the Board has determined that conditions of disaster and extreme peril exist which are beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, does hereby declare a state of emergency as a result of the Mountain View Fire in Northern Mono County, based on the findings stated above and other information presented to it during its meeting of today’s date.

BE IT FURTHER RESOLVED THAT consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act, in addition to any and all recovery assistance the State of California can provide, are requested to respond to the emergency herein described, including as necessary to respond to such eligible damages resulting from the emergency which may later be discovered.

PASSED, APPROVED and ADOPTED this 17th day of November 2020, by the following vote, to wit:

AYES: Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

NOES: None.

ABSENT: None.

ABSTAIN: None.

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

Queenie Barnard (Nov 18, 2020 12:25 PST)

Clerk of the Board

APPROVED AS TO FORM:

Stacey Simpson (Nov 18, 2020 12:40 PST)

County Counsel



MONO COUNTY HEALTH DEPARTMENT

LOCAL PUBLIC HEALTH ORDER

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 • PHONE (760) 924-1830 • FAX (760) 924-1831

**EMERGENCY ORDER OF THE MONO COUNTY HEALTH OFFICER
DECLARING A LOCAL HEALTH EMERGENCY DUE TO THE
MOUNTAIN VIEW FIRE; LIMITING RE-ENTRY TO AFFECTED AREAS TO
PROTECT PUBLIC HEALTH AND SAFETY; AND PROHIBITING ENDANGERMENT
OF THE COMMUNITY THROUGH THE UNSAFE REMOVAL,
TRANSPORT, AND DISPOSAL OF FIRE DEBRIS**

WHEREAS, the Mono County Board of Supervisors proclaimed a local state of emergency on November 17, 2020, and the Governor issued a Proclamation of a State of Emergency on November 19, 2020, due to conditions of extreme peril caused by the Mountain View Fire, which destroyed 96 homes and damaged various other structures, including Mono County's solid waste transfer station, in the Walker area of Mono County; and

WHEREAS the potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented; and

WHEREAS, the combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Wells may be contaminated and require chlorination following a period of power outages. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials; and

WHEREAS, exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community, and

WHEREAS, areas affected by the fire were evacuated by Incident Command, and reentry by residents and the public for safety reasons must be regulated until such time as hazardous materials inspection and removal is conducted; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local health officer to declare a local health emergency in areas affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, Health and Safety Code section 101040 further authorizes the Health Officer to issue orders to protect public health and safety in the context of a local emergency; and

WHEREAS, the Mono County Health Officer finds that the Mountain View Fire has created conditions hazardous to public health and safety in the form of contaminated debris from household hazardous waste/materials and structural debris, which poses a substantial threat to human health and the environment unless its removal and disposal is performed in a manner that protects the public health and safety.

NOW THEREFORE, the Mono County Health Officer **DECLARES** and **ORDERS** as follows:

1. Pursuant to California Health and Safety Code sections 101040 and 101080, a local health emergency exists in Mono County due to debris resulting from the Mountain View Fire being or containing hazardous materials and the imminent and proximate threat of release thereof, which are public health hazards and immediate threats to the public health and safety.
2. Effective immediately and continuing until it is extended, rescinded, superseded, or amended in writing by the Public Health Officer, this Order continues existing closures and prohibits re-entry into specified areas affected by the Mountain View Fire as shown in Exhibit A (“Current Evacuation Area (11/19/20)”), which is attached to this Order and incorporated by this reference, until such time as those areas can be assessed for hazards and, where necessary, remediated.
3. Upon notification by the County of Mono’s Building and Environmental Health Divisions that additional areas or premises are safe to re-enter, the Health Officer may replace Exhibit A, without otherwise modifying this Order, by posting and distributing a revised map labeled “Current Evacuation Area” with the date of such revision and a reference to this Order.
4. In coordination with local law enforcement, re-entry for the limited purpose of retrieving possessions may be allowed, provided no hazards have been identified on the property being accessed.
5. Regardless of when re-entry occurs, no cleanup activities of burned structures or other construction activities shall commence without the prior written authorization of the County

of Mono's Building and Environmental Health Divisions and in compliance with adopted cleanup standards and construction safety guidelines.

6. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, no debris bins shall be provided to property owners for the purposes of the removal of fire debris without the authorization of the Mono County Public Health Department – Environmental Health Division.
7. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, property owners choosing not to participate in a State Fire Debris Clearance Program, if one is established in Mono County, must register with and obtain the permission of the Mono County Public Health Department – Environmental Health Division, before beginning the removal of fire debris and conduct their private debris removal, transport, and disposal in a manner that does not endanger the community.
8. No one shall temporarily occupy or camp on private property unless and until standards for such temporary occupancy are approved by the Mono County Building and Environmental Health Divisions, (and the Board of Supervisors if required under County or State law).

IT IS FURTHER DECLARED, pursuant to California Health and Safety Code section 101080, that the local health emergency created and presented by the Mountain View Fire shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the Mono County Board of Supervisors and shall be reviewed by the Board of Supervisors at least every 14 days until the local health emergency is terminated.

IT IS SO ORDERED:

Date: November 19, 2020

Thomas Boo, MD

Dr. Tom Boo
Mono County Public Health Officer

EXHIBIT A
CURRENT EVACUATION AREA (11/19/20)

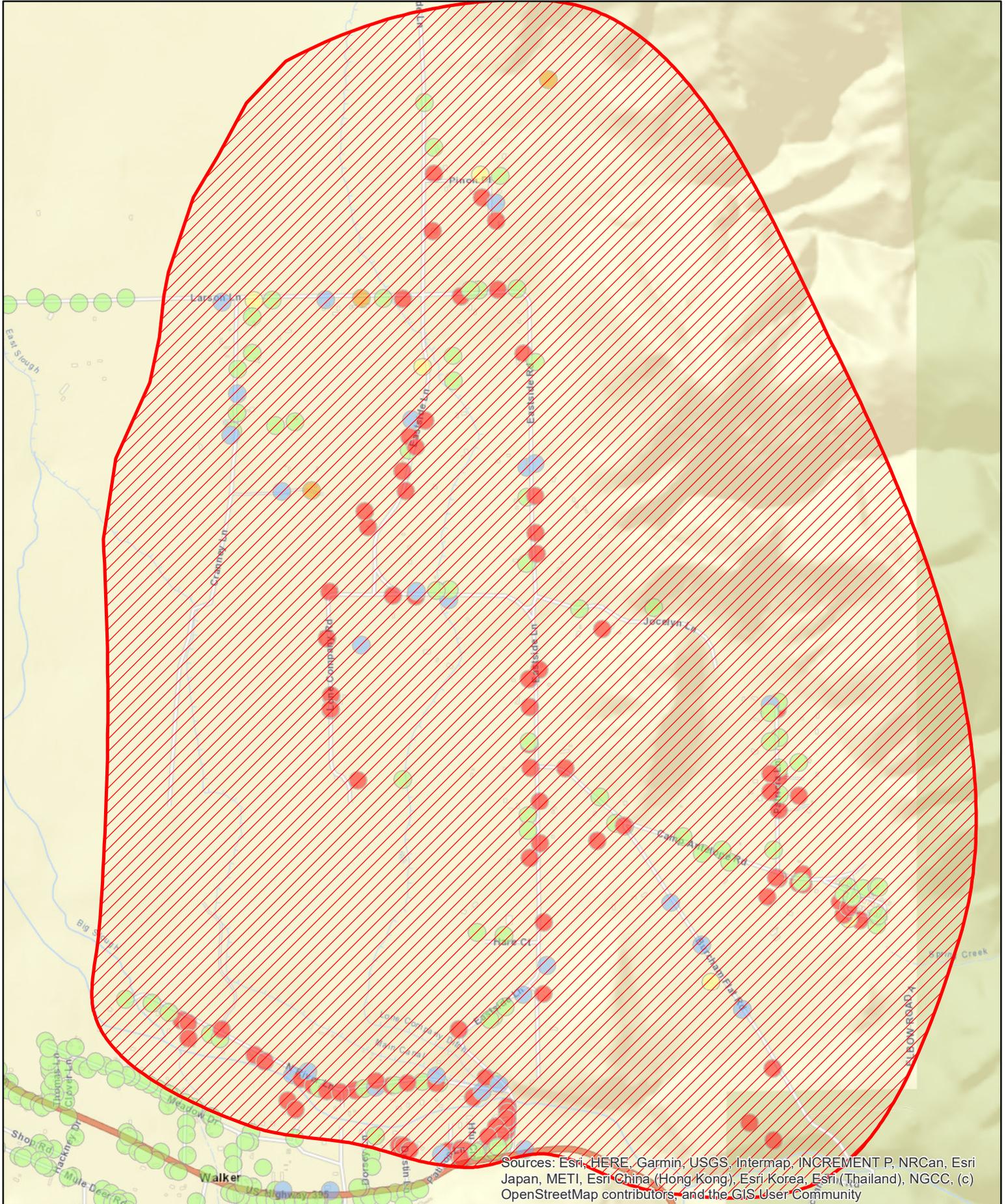


CURRENT EVACUATION AREA

As of 11/19/2020 - 10:45a

For updates visit

<https://on.mono.ca.gov/mountainviewfire>



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



R20-102

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RATIFYING PROCLAMATION OF LOCAL HEALTH
DUE TO THE PRESENCE OF TOXIC AND HAZARDOUS DEBRIS
RESULTING FROM THE MOUNTAIN VIEW FIRE IN WALKER**

WHEREAS, the Local Health Officer did, on the 19th day of November, 2020, declare a local public health emergency in the County of Mono as a result of the Mountain View Fire, a fast-moving and devastating blaze which began on November 17, 2020, and burned more than 140 structures, including 74 homes which were completely destroyed and an additional 2 homes which were damaged, in the community of Walker, California; and

WHEREAS, the Health Officer declaration, which is hereby incorporated by this reference, included a restriction on re-entry into areas affected by the fire in order to protect the public from toxic and hazardous materials typically present following a fire that burns residential or commercial structures. The order also included guidance and restrictions for safe debris removal, transport and disposal; and

WHEREAS, the Mono County Building and Environmental Health Departments, with support, expertise and resources provided by the California Office of Emergency Services (CalOES), thereafter assessed the fire-damaged areas and a plan was made to allow residents to commence safely re-entering the area on November 22, 2020. The Health Officer therefore issued a revised order on that date allowing for controlled re-entry, but continuing the prior restrictions on debris removal, transport and disposal; and

WHEREAS, the continuation of these restrictions, as well as the continued assistance and resources of CalOES and others with expertise in remediating fire damage, remain necessary in order to protect public health, safety and the environment and are required for a safe and effective response to the conditions of disaster and extreme peril resulting from the Mountain View Fire, which is beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, adopts the above findings and does hereby ratify the aforementioned proclamation of local health emergency and declares a continued state of local health emergency in the County which is beyond the control of the normal protective services, personnel, equipment and facilities within the County, as a result of the Mountain View Fire.

1 **BE IT FURTHER RESOLVED THAT** consideration for a U.S. Small Business
2 Administration Disaster Declaration for Individual Assistance and funding through the California
3 Disaster Assistance Act, in addition to any and all recovery assistance the State of California can
4 provide, are requested to respond to the emergency herein described, including as necessary to
5 respond to such eligible damages resulting from the emergency which may later be discovered.

6 **PASSED, APPROVED and ADOPTED** this 24th day of November, 2020, by the
7 following vote, to wit:

8 **AYES:** Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

9 **NOES:** None.

10 **ABSENT:** None.

11 **ABSTAIN:** None.

12 

13 _____
14 Stacy Corless, Chair
15 Mono County Board of Supervisors

16 **ATTEST:**

16 **APPROVED AS TO FORM:**

17 
18 _____
19 Queenie Barnard (Nov 24, 2020 12:57 PST)
20 Clerk of the Board

17 
18 _____
19 Stacey Simon (Nov 24, 2020 13:14 PST)
20 County Counsel



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Community Development

TIME REQUIRED Public Hearing: 10:00 AM (30 minutes)

PERSONS APPEARING BEFORE THE BOARD

Bentley Regehr, Planning Analyst

SUBJECT PUBLIC HEARING: General Plan Amendment 21-01 (GPA 21-01): Safety Element, Land Use Element Cleanup & Chapter 16, Accessory Dwelling Units Update

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed ordinance for modifications to the Safety Element and Chapter 16 of the Land Use Element (Accessory Dwelling Units), and minor changes to the Land Use Element.

RECOMMENDED ACTION:

- 1) Hold a public hearing on GPA 21-01, the associated Addendum to the General Plan Environmental Impact Report, and receive testimony, deliberate, and make any desired modifications; and
- 2) Introduce, read title, and waive further reading of proposed Ordinance ORD21-__ making the required findings, certifying the Addendum, and adopting General Plan Amendment 21-01.

FISCAL IMPACT:

None.

CONTACT NAME: Bentley Regehr

PHONE/EMAIL: 760-924-4602 / bregehr@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Ordinance

[Planning Commission Resolution](#)

[Public Hearing Notice](#)

History

Time	Who	Approval
7/28/2021 9:39 PM	County Counsel	Yes
7/28/2021 2:02 PM	Finance	Yes
7/30/2021 1:48 PM	County Administrative Office	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

August 3, 2021

To: Honorable Chair and Members of the Board of Supervisors

From: Bentley Regehr, Planning Analyst
Kelly Karl, Associate Planner

Re: General Plan Amendment 21-01 (GPA 21-01) Safety Element, Land Use Element Cleanup & Chapter 16, Accessory Dwelling Units Update

RECOMMENDED ACTION

1. Hold a public hearing on GPA 21-01, the associated Addendum to the General Plan Environmental Impact Report, and receive testimony, deliberate, and make any desired modifications; and
2. Introduce, read title, and waive further reading of proposed Ordinance 21-__ making the required findings, certifying the Addendum, and adopting General Plan Amendment 21-01.

FISCAL IMPACT

No fiscal impact expected from the minor technical changes to the General Plan.

BACKGROUND

General Plan Amendment (GPA) 21-01 consists of three components:

1. A comprehensive update to the Safety Element to be consistent with the recently adopted “Mono County and the Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan (including the Mono County Community Wildfire Protection Plan)” (MJHMP), adopted May 21, 2019, and the “2019-2027 Mono County Housing Element,” adopted November 5, 2019;
2. Minor technical corrections and clarifications to the Land Use Element proposed as part of the annual General Plan cleanup; and
3. A comprehensive update to Land Use Element Chapter 16, Accessory Dwelling Units (ADU) to be consistent with recent changes to state law and address the County’s discretion over short-term rentals and height limitations for ADUs.

The proposed amendment was presented to the Regional Planning Advisory Committees, including Antelope Valley, Bridgeport, Mono Basin, June Lake, and Long Valley. Input was received and no opposition was expressed.

The adopting ordinance is included as Attachment 1 with Exhibit A, a redline version of the proposed General Plan amendments, and the California Environmental Quality Act (CEQA) Addendum is provided as Attachment 2 for consideration by the Board.

CEQA COMPLIANCE

The proposed project is General Plan Amendment (GPA) 21-02, the adoption of an update to Chapter 16 of the Land Use Element (Accessory Dwelling Units), updates to the Safety Element,

and minor technical corrections and clarifications to the Land Use Element. An addendum to the Mono County General Plan Final Environmental Impact Report (SCH# 2014061029) is proposed for this project as allowed by Section 15164 (a) of the CEQA Guidelines:

- "(a) The Lead Agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

Section 15164 (a) of the CEQA Guidelines allows a lead agency to prepare an addendum to an EIR if only minor technical changes or additions are necessary or none of the conditions in Section 15162 calling for the preparation of a subsequent EIR have occurred. Section 15162 of the CEQA Guidelines require the preparation of a subsequent EIR for a project when an EIR has been certified for that project when the lead agency determines, on the basis of substantial evidence in the record, that one or more of the following has occurred:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The CEQA Guidelines require the preparation of a subsequent EIR if one or more of several conditions are met; an addendum is required if none of the conditions requiring a subsequent EIR has occurred, but minor changes are necessary to the original EIR. The decision not to prepare a subsequent EIR for the adoption of this update was based on an analysis of the conditions requiring a subsequent EIR and the determination that none of those conditions applied to this project (Attachment 2), i.e.:

- (1) There are no substantial changes that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

- (2) There are no substantial changes with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- (3) There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified, that shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR; or
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR; or
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based on the considerations and analyses presented in the Addendum (Attachment 2) and based on the provisions contained in CEQA §15164[a]) as presented in its entirety in the Addendum, it is concluded that none of the conditions calling for preparation of a subsequent EIR have occurred. The County of Mono, acting as Lead Agency, has therefore determined that an Addendum to the adopted 2015 RTP/GPU EIR is the appropriate CEQA document for the proposed General Plan Amendment 21-01.

CEQA §15164(c-e) states that *“an Addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration. The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project. A brief explanation of the decision not to prepare a subsequent EIR pursuant to §15162 shall be included in an addendum to an EIR, the lead agency’s findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.”*

DISCUSSION

PART 1 - SAFETY ELEMENT DISCUSSION

This amendment proposes to update the existing Safety Element to be consistent with the recently adopted Housing Element & MJHMP (available at <https://monocounty.ca.gov/planning/page/general-plan>). Noteworthy updates to the Safety Element include new goals, policies, and strategies for climate change resiliency and adaptation based on the analysis and recommendations of the 2018 Mono County Vulnerability Assessment and to be consistent with the MJHMP. Per SB 379, all counties must include climate adaptation and resiliency in the Safety Element of their General Plan upon the next revision beginning January 1, 2017. Updates were made to the flooding and fire sections to coordinate and be consistent with the recently adopted Housing Element and comply with the Board of Forestry and Fire Protection’s (BOF’s) new policy standards and requirements.

Government Code §65302.5 specifies Safety Element review procedures which requires notification be sent to the California Geological Survey of the Department of Conservation, State Board of Forestry and Fire Protection, the Governor's Office of Emergency Services (Cal OES), and every local agency that provides fire protection to territory in the County. Noticing compliance is discussed below in the Public Hearing Notice section.

Prior to submitting a formal review request to the Board of Forestry and Fire Protection, local jurisdictions are encouraged to submit their draft Safety Element to the Office of the State Fire Marshal, Land Use Planning Program for pre-review comments. Mono County's draft Safety Element was submitted to the State Fire Marshal's Land Use Planning Program for two pre-reviews in February 2020 and November 2020 and received completeness checklists with recommended edits/updates.

The draft amendment to the Safety Element is required to be submitted to the BOF 90 days prior to planned adoption or amendment, and the BOF is required to review and respond with comments within 60 days. A copy of the Safety Element was submitted to the BOF via mail on February 2, 2021, which initiated a 90-day review period that ended May 10, 2021. The BOF did not send confirmation of receipt or comments for the submitted Safety Element within 60-days. However, the BOF did review and approve the Safety Element at their June 8, 2021, meeting and provided positive feedback about the overall content and specificity within the plan.

In addition, a Planning Commission workshop was conducted on August 20, 2020, to receive input from the Commission and all recommended edits have been incorporated into the proposed 2021 Safety Element. Below are the most notable edits requested by the Planning Commission at the workshop:

- Fuel Breaks/Vegetation Clearance:
 - Add new actions related to Fire Safe Councils from the MJHMP and Community Wildfire Protection Plan.
- Mitigate Fire Hazards:
 - Add Public Safety Power Shutoff (PSPS) policies/actions.
 - Add generator policies/actions related to PSPS events.
- Severe Weather Policies:
 - Add information/education policy related to wind events, highway shutdowns, fire spreading, PSPS, and health issues.
 - Add language regarding flash flooding, avalanches, severe snow/rainstorms.
 - Add policy/action related to education/outreach about severe weather hazards and transportation impacts.

PART 2 - LAND USE ELEMENT ANNUAL CLEANUP

The amendment proposes minor technical changes as part of the annual cleanup of the General Plan for Board of Supervisors consideration. The following is a summary of the proposed technical corrections and clarifications to the Land Use Element proposed as part of this amendment with the full redline text provided in Attachment 1.

Wheeler Crest Area Plan

- Update the language of Action 24.A.3.f. to prohibit “all types” of short-term rentals.

IV. Land Use Designations

- Add “campgrounds” and “glamping” uses to land use designations that currently allow for “Recreational-Vehicle Parks,” including Commercial (C), Commercial Lodging – Medium and High (CL-M & CL-H), Mixed Use (MU), and Rural Resort (RU).
- Add “transient rentals (fewer than 30 consecutive days)” to the list of “Uses Permitted Subject to Director Review” under the Commercial (C) and Mixed Use (MU) land use designations to provide consistency with Director’s Finding 17-02 which determined transient rentals were similar to and not more obnoxious than other uses permitted under the Commercial (C) and Mixed Use (MU) designations.
- Add “caretaker’s units – one per district” to the list of “Permitted Uses” under the Industrial Park (IP) designation.
- Resource Management (RM): Move “Resource exploratory activities that involve excavation, devegetation, or other potentially significant environmental effects” currently listed under “Uses Permitted Subject to Director Review” to “Uses Permitted Subject to Use Permit.”

Chapter 1 – Introductory Provisions

- Add explanation of “Permissive zoning.”

Chapter 2 – Definitions

- Add language clarifying the existing “lot coverage” definition.
- Add language clarifying the existing “campground” definition, as follows: “the act of occupying any ground or spot upon which tents, vehicles, huts, trailers, semitrailers or any such device for shelter is placed for any period of time between sunset and sunrise.” The Planning Commission reviewed and recommended a slightly different definition which has been modified for consideration by the Board to be consistent with MCC Chapter 7.28, which was discussed at the July Board meetings.
- Add “caretaker’s unit” & “glamping” definitions.

Chapter 4 – General

- Section 04.040 Uses subject to Director Review: Update text to allow for placement of a long-term temporary RV in designated “hazard areas as a primary use” subject to Director Review.
- Section 04.340 Mobile Vendor Standards and Guidelines: Add the Mixed Use (MU) designation to the list of permitted designations.

Chapter 22 – Fire Safe Standards

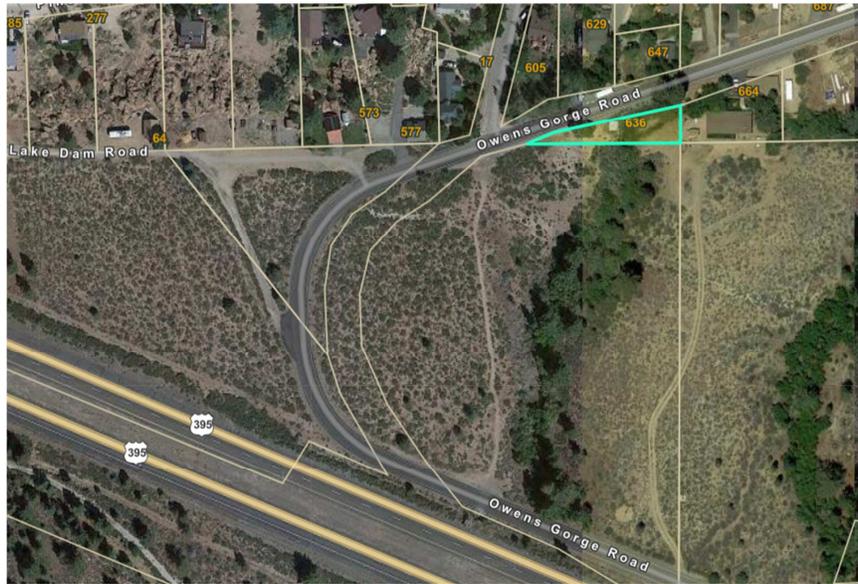
- Section 22.110 Emergency Access: Clarify and differentiate driveway and road surface load requirements. Identify driveway surface load requirement as 36,000 pounds to be consistent with proposed BOF standards.

Chapter 25 – Short-Term Rentals

- Correct a minor typographical error to the Mono County Code Chapter reference in Section 25.015 from 5.60 to 5.65.

Land Use Designation Changes:

- Sunny Slopes (636 Owens Gorge Road), owned by Birchim Community Service District – APN: 062-070-035 from SFR- ½ to Public Facilities (PF) designation.



- Benton (36 Christie Lane), owned by Mono County - APN: 024-131-029 change the housing portion of the parcel from Public Facilities (PF) to Mixed Designation (MD) with Multi-Family Residential (MFR-L) for the western half of the parcel (indicated by the gray polygon) and Public Facilities (PF) for the eastern half of the parcel. The western half currently has housing units and the redesignation will help facilitate an anticipated transfer of ownership to the Benton Tribe.



PART 3 – LAND USE ELEMENT, CHAPTER 16, ACCESSORY DWELLING UNITS

Introduction

In response to updates to state law, staff has revised General Plan Chapter 16, Accessory Dwelling Units (ADUs) (Attachment 1). The changes are primarily targeted at making regulations less restrictive to allow the construction of more ADUs with less discretionary review. ADUs are often affordable by nature due to their size and compatibility with existing infrastructure and have therefore been a strategic target at both the state and county level.

On August 8, 2020, proposed revisions were presented to the Planning Commission, and staff was directed to take policy matter to the Board for input. On November 17, 2021, the Board of

Supervisors directed staff to present the amendment to each of the RPACs for input on the changes, specifically on the areas where the County has discretion. The primary discussion topics were whether short term rental prohibitions in ADUs should be extended beyond state requirements to all ADUs and whether ADUs should be limited to a maximum height of 16'. Below is a summary of the revisions that were previously presented at the August 20, 2020, and April 15, 2021, Planning Commission meetings, and the comments received during RPAC outreach. Feedback from the Planning Commission and RPACs was presented to the Board on May 11, 2021.

Revisions Required Under State Law

The following section is a summary of revisions required under state law that were previously presented at the Planning Commission and Board of Supervisors. The County does not have discretion to amend these items.

1. Expansion of Ministerial Permitting

Previously, Chapter 16 allowed ADUs with only a building permit (no Use Permit or Director Review) in cases where the unit did not exceed 800 square feet. New state law expands the allowance of ADUs through only a building permit in several additional situations:

- *16.030.* Junior ADUs are permitted in any land use designation where non-Junior ADUs are already permitted. Junior ADUs are defined as a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior ADU may include separate sanitation facilities or may share sanitation facilities with the existing structure. The junior ADU must contain cooking facilities.
- *16.040A(i).* An attached ADU may expand by up to 150 square feet beyond the existing physical dimensions, if it is accommodating ingress or egress, and has exterior access.
- *16.040A(iii).* Multiple accessory dwelling units within the portions of existing multifamily dwelling structures not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. An existing multifamily unit is allowed at least one accessory dwelling unit or up to, and not exceeding, 25 percent of the existing multifamily dwelling units.
- *16.040A(iv).* Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling.

Additionally, the size thresholds for discretionary review have been revised to be consistent with state law. Discretionary review, in this case, refers to the requirement for either a Use Permit or Director Review permit. A comparison of size thresholds for discretionary review for previous and proposed regulations are outlined in the following subsections.

2. Previous Discretionary Size Thresholds

Previously, thresholds were based on a combination of parcel size and proposed ADU floor area, and are summarized here:

- A. On parcels less than 7,500 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 500 sq. ft. in size may be permitted with a building permit.

- B. On parcels of 7,500 sq. ft. up to 10,000 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 640 sq. ft. in size is allowed with a building permit. A detached Accessory Dwelling Unit not exceeding 640 sq. ft. may be permitted by application for a Director Review.
- C. On parcels of 10,000 sq. ft. up to one acre in net area, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit.
- D. On parcels one acre or greater, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit. In this same parcel size range, an Accessory Dwelling Unit exceeding 640 sq. ft. but not exceeding 1,400 sq. ft. in size (attached or detached) may be permitted by application for a Director Review. In this same parcel size range, an Accessory Dwelling Unit exceeding 1,400 sq. ft. may be permitted by application for a use permit.

3. Proposed Changes to Discretionary Size Thresholds, Consistent with New State Law
 Revisions to Chapter 16 remove parcel size limits and are based on floor area, dependent on the number of bedrooms. Thresholds are the same for detached and attached units. Updated discretionary thresholds are summarized in Table 1:

Table 1: Updated Discretionary Review Thresholds for ADUs

Required Review	Qualifying Units
Building Permit only (Short-term rentals prohibited by state law)	<ul style="list-style-type: none"> • One-bedroom units less 850 square feet (including jADUs) • Two-bedroom units less than 1,000 square feet • Units associated with a multi-family development, qualifying under 16.040A
Director Review	<ul style="list-style-type: none"> • One-bedroom units between 850 and 1,400 square feet • Two-bedroom units between 1,000 and 1,400 square feet
Use Permit	<ul style="list-style-type: none"> • Any unit exceeding 1,400 square feet • Any unit associated with a multi-family development, not qualifying under 16.040A

4. Additional revisions

Other revisions to Chapter 16 per state law include:

- Side and rear yard setbacks may be reduced to four feet provided the design demonstrates snow will not shed onto adjacent properties or cause any other public health or safety issues.
- ADUs are exempt from Housing Mitigation Ordinance (HMO) fees. Units shall also be exempt from all other development impact fees if less than 750-square feet.
- Ministerial reviews shall occur within 60 days (previously 120) after receiving an accessory dwelling unit application unless the accessory dwelling unit is built concurrently with the primary unit.

Policy Discussion Items - Optional Requirements

New state law also grants authority to local jurisdictions to impose additional restrictions. Staff went to the RPACs, Planning Commission, and Board of Supervisors for recommendations on whether to implement the following restrictions:

1. A prohibition of short-term rentals in all ADUs.
2. Imposing a 16’ height limit for units that qualify under 16.040.A (ii) and 16.040.A (iv), as allowed under state law.

Table 2 summarizes feedback from the RPACs:

Table 2: RPAC feedback

June Lake CAC	<ul style="list-style-type: none"> • Regulations should be nuanced and should not be blanket regulations for all neighborhoods. • Two members supported banning all short-term rentals in ADUs. • The fact that prohibiting would simplify the tracking process should not be considered. There needs to be a better reason than county staff time to justify prohibitions above minimum state standards. • Several members acknowledged that they can see both sides – property rights vs long term housing. • No comments on height restriction.
Bridgeport	<ul style="list-style-type: none"> • Support visitor economy by maintaining property rights. • Outright prohibition not supported without more data. • Tiny homes – how do they fit in? Need to define tiny homes within ADU conversation. • STRs still go through process and that process should be honored. • No comments on height restriction
Antelope Valley	<ul style="list-style-type: none"> • Five members opposed additional restriction for the following reasons: <ul style="list-style-type: none"> - Give owners options - TOT revenue - Regional restriction – only restrict in more urbanized areas? • Two members supported restriction for the following reasons: <ul style="list-style-type: none"> - Concern for long term housing - Concern for lack of housing for displaced residents from the Mountain View Fire. • Did not see reason to have height restriction.
Mono Basin	<ul style="list-style-type: none"> • Allow short-term rentals under current permitting process. No additional prohibitions than those required under state law. • No comments on height restriction.
Long Valley	<ul style="list-style-type: none"> • Unanimous: No additional prohibition – honor permit process already in place. • Height limit for units with reduced setbacks: normal height limit if within the setbacks set forth by the land use designation, but 16’ height limit between 4’ and the standard setback.

Summary of RPAC Outreach

Although the RPACs expressed mixed opinion on potentially prohibiting short-term rentals beyond state requirements, the consensus opinion that emerged was to rely on the County’s current permitting process. Under this scenario, short-term rentals would be prohibited in units

qualifying under 16.040A, as required by state law. These units require only a building permit, as outlined in Table 1. Short-term rentals would then be eligible for permitting in larger units, subject to a Use Permit (Chapter 25 of the Land Use Element) and a Short-Term Rental Activity Permit (Chapter 5.65 of the Mono County Code). The alternative is to continue with the current practice which prohibits short-term rentals in larger ADUs that require either a Director Review Permit or Use Permit through a condition of approval. Between this local practice and state law, short-term rentals would effectively be prohibited in all ADU types.

In terms of instituting a 16-foot height limit, the Long Valley RPAC expressed an interest in applying it when a project utilizes a reduced setback (potentially down to a four-foot side and rear setback, if safety standards are met, as permitted by state law). In this scenario, any portion of an ADU between the side or rear setback of four feet and the standard setback for the land use designation would have a required height limit of 16 feet. The portion of the ADU structure that meets the setbacks for the land use designation would still be allowed up to 35 feet (the same as a primary residence). The idea of reducing the height limit for units that utilize reduced setbacks did not come up until the final RPAC presentation (Long Valley), so the other RPACs did not have a chance to discuss this particular proposal. However, staff supports the idea to help balance the scale of buildings that are constructed closer to an adjacent property line than standard setbacks allow.

Planning Commission and Board of Supervisors Direction

At the April 15, 2021, meeting, the Planning Commission concurred with RPAC consensus on short-term rentals, supporting the idea to rely on existing short-term rental policy used for primary residences in cases where state law does not prohibit short-term rentals in ADUs. The Planning Commission also supported the Long Valley RPAC's suggestion for height reductions when a reduced setback is utilized.

A workshop was also conducted at the Board of Supervisors on May 11 to present the RPAC and Planning Commission recommendations. The Board supported a prohibition of all short-term rentals in ADUs to encourage long-term rental use, and no additional height limit to remove regulatory barriers to construction of ADUs.

The Board's recommendations were then presented at the May 20 Planning Commission meeting. The Planning Commission agreed to support the Board's recommendations, as reflected in Exhibit A in Attachment 1.

LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE (LDTAC)

A workshop on GPA 21-01 was conducted at the May 17, 2021, LDTAC meeting to review and discuss the proposed changes to the Safety Element and Land Use Element. LDTAC had no comments on GPA 21-01.

PUBLIC HEARING NOTICE

As lead agency, the Mono County Community Development Department, mailed notices pursuant to State planning law and Senate Bill 18 (SB 18) which requires cities and counties to contact and consult with California Native American tribes prior to amending or adopting any general plan or specific plan or designating land as open space. Notices were sent to the contacts listed on the County's contact list as well as the list provided by the Native American Heritage Commission. Tribes have 90 days from the date of receipt of this letter to request consultation. Notices were sent twice, the first round were sent in January 2020 and no responses were received. The second round of notices were sent on February 5, 2021, and allowing time for mailing, responses were due no later than May 10, 2021. One response was received from the Chair of the Mono Lake Kutzadika Tribe, indicating receipt of the notice and that the item would be presented at the March Tribal Council meeting. No additional comments were received at the time this staff report was drafted.

The Safety Element update also required notices be mailed pursuant to Government Code Section 65302.5 which requires cities and counties to submit a copy of the draft Safety Element to the following agencies: California Geological Survey of the Department of Conservation, the California Governor's Office of Emergency Services (CAL OES), the BOF, and every local agency that provides fire protection in the territory prior to the adoption or amendment of the Safety Element. Notices were sent twice, the first round were sent in January 2020 and three responses were received. CalOES recommended edits/additions pursuant with AB 2140, Chalfant Valley Community Service Fire District requested a hardcopy of the Safety Element, and a representative from the Office of the State Fire Marshal, Land Use Planning Program recommended submitting the Safety Element for Pre-Review comments prior to requesting formal review from the BOF. GPA 21-01 was delayed due to participation in two Pre-Review processes with the Office of the State Fire Marshal, Land Use Planning Program. The second round of notices were sent on February 5, 2021, after completion of the second Pre-Review process, and responses were due no later than May 10, 2021. One comment was received from CAL FIRE Battalion Chief of the Owens Valley Conservation Camp #26 confirming receipt and acknowledging that he had no addition edits or modifications for the draft Safety Element. No additional comments were received when this staff report was drafted.

For a copy of any of the public comments received for consideration during the Planning Commission hearing, please see the Planning Commission staff report at https://monocounty.ca.gov/sites/default/files/fileattachments/planning_commission/meeting/31562/planning_commission_agenda_5.20.21.pdf starting on page 8 of the packet.

A public hearing notice was published in the May 8, 2021, edition of The Sheet for the May 20 Planning Commission meeting. No comments were received. A public hearing notice was published in the July 17, 2021, edition of The Sheet for the August 3 Board of Supervisors meeting (Attachment 4). No comments were received at the time this staff report was drafted.

The Planning Commission reviewed the proposed General Plan Amendment at their May 20, 2021, meeting and made a minor edit to the Lot Coverage definition proposed as part of the Land Use Element Cleanup items (indicated in blue in Part 2 of Attachment 1). The Planning Commission adopted Resolution 21-01 recommending the Board of Supervisors adopt General Plan 21-01 as modified and certify the Addendum (Attachment 3).

This staff report has been reviewed by the Community Development Director.

ATTACHMENTS

1. Ordinance 21-__ with Exhibit A: Proposed General Plan Amendment 21-01 – redline version
2. GPA 21-01 Addendum
3. Planning Commission Resolution 21-01
4. Public Hearing Notice



ORD21-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
ADOPTING GENERAL PLAN AMENDMENT (GPA) 21-01 – CONSISTING OF THREE
PARTS: 1) SAFETY ELEMENT; 2) ANNUAL CLEANUP; AND 3) CHAPTER 16, ACCESSORY
DWELLING UNITS, IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT (CEQA)**

WHEREAS, state planning law (Government Code §65302 (g)(1)) requires a Safety Element to provide "...for the protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, slope instability leading to mud slides and landslides, liquefaction, and other seismic and geologic hazards known to the legislative body, flooding, and wildland and urban fires;" and

WHEREAS, state planning law (Government Code §65302 (g)(2)) requires comprehensive update to the fire section of Safety Elements upon revision of the Housing Element on or after January 1, 2014 (Government Code §65302 (g)(1)); and

WHEREAS, in accordance with the Federal Disaster Mitigation Act of 2000 (Public Law 106-390) revision of a local hazard mitigation plan adopted on or after January 1, 2017, requires the Safety Element to be reviewed and updated to address climate adaptation and resiliency strategies (see Government Code §65302(g)(4)); and

WHEREAS, Mono County adopted the "Mono County and the Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan (including the Mono County Community Wildfire Protection Plan)" (MJHMP) on May 21, 2019 and the "2019-2027 Mono County Housing Element" on November 5, 2019, which triggered a comprehensive update to the Safety Element; and

WHEREAS, the Planning Commission conducted a workshop on August 20, 2020, to review and make recommendations on the new policies and actions proposed in the draft Safety Element; and

WHEREAS, as an outcome of the annual General Plan review, several adjustments to the Land Use Element of the General Plan are proposed to make technical corrections, minor additions, and respond to changes in State law; and

WHEREAS, recent changes to state law intended to streamline the construction of ADUs to help address the statewide housing crisis by reducing restrictive regulations and lessening the need for discretionary review triggered a comprehensive update to Land Use Element, Chapter 16, ADUs; and

WHEREAS, workshops on the proposed changes to Chapter 16, ADUs were conducted at the August 8, 2020, Planning Commission meeting and at the November 17, 2021, and May 11, 2021, Board of Supervisors meetings; and

1 **WHEREAS**, the Community Development Department conducted public outreach via the
2 Regional Planning Advisory Committees, including Antelope Valley, Bridgeport Valley, Mono Basin,
3 June Lake, and Long Valley in late 2020 and early 2021 to receive public input and community feedback
4 on all three components of proposed amendment; and

5 **WHEREAS**, in accordance with the California Environmental Quality Act and CEQA
6 Guidelines Section 15164, a 2019 Addendum to the final Environmental Impact Report (EIR) for the
7 2015 Regional Transportation Plan, General Plan, Countywide Integrated Waste Management Plan, and
8 Noise Ordinance Updates, and Repeal of the Conway Ranch Specific Plan certified December 2015 is
9 proposed; and

10 **WHEREAS**, on May 20, 2021, the Planning Commission held a duly noticed public hearing
11 regarding GPA 21-01; and

12 **WHEREAS**, having reviewed and considered all the information and evidence presented to it,
13 including public testimony, written comments, staff reports and presentations, the Planning Commission
14 recommends that the Board of Supervisors make required findings and adopt GPA 21-01 amending text
15 in the General Plan Safety Element and Land Use Element and certify the Addendum.

16 **WHEREAS**, on July 20, 2021, the Board of Supervisors held a duly noticed public hearing
17 regarding GPA 21-01; and

18 **WHEREAS**, having reviewed and considered all the information and evidence presented to it,
19 including public testimony, written comments, staff reports and presentations, the Board of Supervisors
20 make the required findings and adopt GPA 21-01 amending text in the General Plan Safety Element and
21 Land Use Element.

22 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
23 **MONO FINDS AND ORDAINS AS FOLLOWS:**

24 **SECTION ONE:** The Board of Supervisors certifies the Addendum for GPA 21-01.

25 **SECTION TWO:** The Board of Supervisors makes the following findings for General Plan
26 Amendment 21-01:

- 27 1. All text changes to the Safety Element and Land Use Element of the Mono County
28 General Plan, which are attached hereto as Exhibit A and incorporated herein by
29 reference, are consistent with:
 - 30 a. The text and maps of the General Plan;
31 *No conflicts with General Plan text or maps have been identified; the proposed*
32 *changes provide for better alignment of current and intended use of properties*
 based on current or anticipated ownership, and meet state update requirements.
 - b. The goals and policies contained in applicable area plans;
 No conflicts have been identified in staff analysis or outreach with local
 communities via Regional Planning Advisory Committees (RPACs), the Planning
 Commission, and the Board of Supervisors.

- c. The sites of the proposed changes are suitable for any of the land uses permitted within that proposed land use designation;
The analysis demonstrates proposed land use designation changes provide for better alignment of current and intended use of properties based on current or anticipated ownership.
- d. The proposed changes are reasonable and beneficial at this time; and
The policy clarifications and facilitation of public uses and transference of housing to the Benton tribe are both reasonable and beneficial.
- e. The proposed changes will not have a substantial adverse effect on surrounding properties.
The changes are primarily clarifying in nature and the only new uses are similar to and not more obnoxious than existing uses within a land use designation, and therefore will not result in substantial adverse effects on surrounding properties.

SECTION THREE: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinance’s adoption and final passage. If the Clerk fails to so publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED AND ADOPTED this 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jennifer Kreitz, Chair

Attest:

Approved as to form:

Clerk of the Board

County Counsel

MONO COUNTY GENERAL PLAN

SAFETY ELEMENT

TABLE OF CONTENTS

I. INTRODUCTION 1

- Relationship to Other Elements and Plans 1
- Mono County Master Environmental Assessment (MEA) 1
- Climate Change Vulnerability Assessment 1
- Mono County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) 1
- Fire Plans..... 2
- Emergency Operations Plan (EOP) 2
- Mono County Land Development Regulations..... 2
- Airport Land Use Compatibility Plans..... 2
- Federal Agency Documents..... 2

II. ISSUES/OPPORTUNITIES/CONSTRAINTS 3

- Seismic Hazards..... 3
 - Earthquakes 3
 - Fault Movement..... 3
 - Ground Shaking 3
 - Ground Failure 3
- Other Geologic Hazards 4
 - Rockfall, Mudflow and Landslide Hazards..... 4
 - Subsidence 4
 - Volcanic Hazards 4
- Flooding..... 5
 - Flood Hazards..... 5
 - Dam Failure 5
 - Seiches 5
- Fire 5
 - Wildland Fires 5
 - Structural Fires 6
- Avalanche 6
 - Avalanche Hazards 6
 - Avalanche Studies and Maps 7
 - Avalanche Monitoring and Evacuation..... 7
- Evacuation Routes 7

III. POLICIES..... 8

I. INTRODUCTION

State Planning law (Government Code § 65302 (g)) requires the Safety Element of a General Plan provide "for the protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, slope instability leading to mud slides and landslides, liquefaction, and other seismic and geologic hazards known to the legislative body, flooding, and wildland and urban fires." In addition, the General Plan Guidelines state that the aim of the Safety Element is to "reduce the potential risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, earthquakes, landslides and other hazards."

This Element outlines goals, policies and implementation measures designed to reduce the risk from locally significant natural hazards to an acceptable level. Successful implementation of this Element should reduce the loss of life, injuries, major damage to property, and the economic and social dislocation which may result from public safety hazards. Maps of known natural hazard areas are included in the **Master Environmental Assessment (MEA)**, the General Plan map at <https://monomammoth.maps.arcgis.com/home/>, and the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) at https://www.monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/9617/mono_county_mjhmp_final_052919_w-appdx.pdf.

RELATIONSHIP TO OTHER ELEMENTS AND PLANS

Issues and policies presented in this Element are closely linked to the Land Use, Conservation and Open Space, Housing, and Circulation elements of the Mono County General Plan.

This Element outlines goals, policies and action items designed to reduce the risk from locally significant hazards to an acceptable level. A number of other planning documents also address hazards in the county. A complete list of those documents is included in the Safety section of the Mono County Master Environmental Assessment.

MONO COUNTY MASTER ENVIRONMENTAL ASSESSMENT (MEA)

The MEA contains background information on hazards in the county including maps of known hazard areas and is complemented by additional information and maps in the 2015 Environmental Impact Report for the General Plan/Regional Transportation Plan Update at (<https://monocounty.ca.gov/planning/page/general-plan-eir>).

CLIMATE CHANGE VULNERABILITY ASSESSMENT

Section 65302 of the California Government Code requires every general plan safety element to include a vulnerability assessment identifying the risks that climate change poses and the geographic areas at risk from climate change impacts. The Mono County Vulnerability Assessment was completed in 2018 and includes the technical basis for informing policies that address changing vulnerabilities as a result of climate change included in this element. **A copy of the assessment is available by request from the Community Development Department.**

MONO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (MJHMP)

The Mono County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) addresses the unincorporated areas of Mono County as well as the Town of Mammoth Lakes, the county's only incorporated area. It also considers areas outside the county that either may impact areas within the county; e.g., Rock Creek Lake in Inyo County, or that are accessed from the county; e.g., Reds Meadow in Madera County. The MJHMP is a planning document intended to identify

MONO COUNTY GENERAL PLAN

hazards and provide mitigation so impacts to people and property from identified hazards can be minimized. The MJHMP is incorporated by reference and cross-referenced when applicable.

FIRE PLANS

The Mono County California Community Wildfire Protection Plan (CWPP) outlines fire hazards in Mono County, analyzes existing local preparedness and firefighting capabilities, and contains suggested solutions to address identified hazards. In addition, local fire protection districts, in some cases, have local community wildfire protection plans (CWPP) or other fire protection planning documents. The CWPP and local fire district plans are integrated into the Mono County MJHMP.

EMERGENCY OPERATIONS PLAN (EOP)

The Mono County Emergency Operations Plan (EOP) addresses specific emergency procedures for a variety of events, including natural hazard events, terrorism, airplane crashes, bioterrorism, etc. The EOP is available by request from the Mono County Sheriff's office, which is also the Mono County Office of Emergency Services. The Town of Mammoth Lakes also has an Emergency Operations Plan.

MONO COUNTY LAND DEVELOPMENT REGULATIONS

The Mono County Land Development Regulations in the Land Use Element contain regulations that specifically address flood and fire hazards; i.e., Chapter 21, Floodplain Regulations, and Chapter 22, Fire Safe Regulations.

AIRPORT LAND USE COMPATIBILITY PLANS

The Airport Land Use Compatibility Plans for the County airports address safety issues at Bryant Field in Bridgeport and at Lee Vining Airport. Mammoth Yosemite Airport, which is owned and operated by the Town of Mammoth Lakes, also has an Airport Land Use Compatibility Plan. Those plans focus primarily on safety issues related to land use in the area surrounding the airports.

FEDERAL AGENCY DOCUMENTS

The majority of the land in Mono County is public land. The various state and federal agencies responsible for the management of those lands have land management plans and specific hazard management plans such as fire safety plans that address hazard prevention on public lands. In addition, federal agencies responsible for certain hazards, such as the US Geological Survey, have documents that focus on specific hazards in the county such as volcanic hazards.

II. ISSUES/OPPORTUNITIES/CONSTRAINTS

Significant potential hazards to public health and safety exist in Mono County. The Safety Element contains a discussion, goals and policies for hazards that pose the greatest risk including avalanches; floods; fires; geologic hazards such as landslides, mudflows, and seismic hazards; and volcanic eruptions. The following section briefly discusses the constraints to development posed by each of these high-risk hazards. In addition, the County's Multi-Jurisdictional Hazard Mitigation Plan contains additional measures to address these and other hazards that may affect the county's population and assets. Additional hazards addressed by the Multi-Jurisdictional Hazard Mitigation Plan include dam failure, diseases and pests, drought, earthquake, extreme heat, severe wind, hazardous materials, severe winter weather and snow, wildlife collisions, and climate change-related hazardous conditions.

SEISMIC HAZARDS

Earthquakes

Mono County covers an area that is relatively young by geologic standards. It is located at a stress point where the earth's crustal plates are exerting opposite pressures against each other. This combination creates both "tectonic" earthquakes (e.g., land mass movement) and volcanic activity that can trigger earth shaking (e.g., magma chamber movement and lava dyke formations).

Fault Movement

Earthquakes are usually caused by sudden movement along geologic faults. The California Department of Conservation, Division of Mines and Geology (DMG), has evaluated potentially and recently active faults throughout Mono County including most of the community areas. Based upon these DMG studies, fault hazard zones (Alquist-Priolo Special Studies Zones) have been designated for the county (see the **General Plan Map or MJHMP**).

Ground Shaking

The primary seismic hazard in the county is strong to severe ground shaking generated by movement along active faults. The entire county, except for a small portion of the Sierra crest, is in an area where intense ground shaking is possible. This area has been designated as a Seismic Zone D, the zone of greatest hazard defined in the California Building Code. Probabilistic Seismic Hazard Assessment (PSHA) maps prepared by the California Geological Survey (CGS) and the USGS show that the areas with the greatest earthquake shaking hazard in Mono County include the Long Valley Caldera, the western portion of the Mono Basin extending north along the Eastern Sierra escarpment, the western edge of the White Mountains, the southeast corner of the county around Oasis, and the northern tip of the county around Topaz.

The Long Valley-Mammoth Lakes region has experienced numerous earthquakes caused by the movement of magma below the earth's surface. The oval-shaped Long Valley Caldera spans an area approximately 10 by 20 miles, and is among the largest volcanoes in the continental United States. Scientists suspect that the earthquakes are caused by shifts of buried stone slabs that are made unstable as magma moves within the volcano.

Ground Failure

Ground failure induced by ground shaking includes liquefaction, lateral spreading, lurching, and differential settlement, all of which usually occur in soft, fine-grained, water-saturated sediments, typically found in valleys. Areas at high risk are mapped in the **MJHMP**. During the 1980 Mammoth Lakes earthquake sequence, ground failure was prevalent at Little Antelope

MONO COUNTY GENERAL PLAN

Valley, along margins of the Owens River in upper Long Valley, along the northwest margins of Lake Crowley, and along Hot Creek Meadow.

All of Mono County is situated within Seismic Zone D, and consequently new construction in the county must comply with stringent engineering and construction requirements. Existing buildings that may be subject to seismic hazards must comply with the requirements of the unreinforced masonry building law (Government Code § 8875).

OTHER GEOLOGIC HAZARDS

Rockfall, Mudflow and Landslide Hazards

Rockfalls and landslides are particularly common along the very steep slopes of the eastern scarp of the Sierra Nevada, where talus slopes provide evidence of abundant past rockfalls. During the winter and spring months, rockfalls can be lubricated with snow and ice and can become extremely fast moving and destructive. Landslides in areas of hilly and mountainous terrain can be triggered by ground shaking, heavy rains or human activities such as road cuts, grading, construction removal of vegetation, and changes in drainage.

The state Department of Conservation, Division of Mines and Geology has yet to prepare maps of earthquake-induced landslide hazards for Mono County as required by the Seismic Hazards Mapping Act. However, a landslide susceptibility map is included in the MJHMP based on California Geological Society mapping. Maps of rockfall hazard areas are based upon slope conditions and local and historical knowledge. Community areas in the county affected by rockfall hazards include Lundy Canyon and the June Lake Loop (primarily the Down Canyon area). The remaining rockfall risk areas are outside community areas.

Mud and debris flows involve very rapid downslope movement of saturated soil, sub-soil, and weathered bedrock. Large mud and debris flows, such as the one that occurred in 1989 in the Tri-Valley area, can be destructive, particularly at the mouths of canyons. Previous evidence of extensive mud and debris flows are evident in the large alluvial fans in the Tri-Valley area.

Subsidence

Subsidence in Mono County has been caused primarily by the tectonic movement of the earth and the movement of magma beneath the Long Valley Caldera. During the May 1980 sequence of earthquakes near Mammoth Lakes, the ground surface dropped about four inches at several locations near the Hilton Creek fault, and up to 12 inches of vertical offset occurred along the Mammoth Yosemite Airport fault zone. Magma movement in the Long Valley Caldera has caused bulging of the resurgent dome in the Casa Diablo area by about two and a half feet since 1980.

No subsidence has been observed in the county due to fluid withdrawals, or hydrocompaction of water impoundment. All major groundwater basins (see the **MEA**), however, have been identified by the Division of Mines and Geology as areas where subsidence could occur as a result of excessive groundwater pumping. None of these basins are identified as medium or high priority under the Sustainable Groundwater Management Act (SGMA) except, possibly, the Owens Valley basin in the Tri-Valley, which has been reprioritized from a medium to low basin.

Volcanic Hazards

Evidence of volcanic activity in Mono County extends from Black Point north of Mono Lake to the deposits of Bishop Tuff in southern Mono County. The source of volcanic risk in Mono County is the Inyo-Mono crater chain and the Long Valley Caldera. Vents in the Inyo-Mono crater chain have erupted about every 500 years over the last 2,000 to 3,000 years, with the most recent eruption occurring approximately 500 years ago. Eruptions in the Long Valley Caldera have occurred approximately every 2,000 years over the last 7,000 years. The volcanic hazards

mapped in the **MJHMP** estimate the extent of explosive blasts, hot flowing material, and ash flow.

FLOODING

Flood Hazards

The Federal Emergency Management Agency (FEMA) has prepared Flood Insurance Rate Maps illustrating 100-year flood hazard areas for several streams. Floods in these areas have a 1% probability of occurring in any given year. Such flooding could result in the loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief. Flood losses may be increased by the cumulative effect of obstructions in flood hazard areas that increase flood heights and velocities, and when inadequately anchored, can damage downstream uses.

Flooding is a potential risk to private properties situated in the vicinity of several waterways within the county. The community areas most likely to be impacted by a 100-year flood include properties along the East and West Walker River, Reversed Creek, and Spring Canyon Creek including portions of the Antelope Valley, Bridgeport Valley, the June Lake Loop, and the Tri-Valley area (see **General Plan maps**).

Some FEMA maps lack information regarding the base flood elevation, and are therefore of limited use for local development review and site-specific planning purposes. Some maps lack information concerning local alluvial fan and mudflow hazards. There is a significant need to update the flood hazard maps where these deficiencies exist. The California Department of Water Resources publishes flood-awareness area maps that, while non-regulatory, can provide additional flooding potential information, particularly for areas that remain unmapped by FEMA.

Dam Failure

The Mono County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) indicates that 22 dams are located in Mono County. The Lower and Upper Twin Lakes, Lundy Lake, Long Valley/Crowley Lake, Rush Creek meadows, and Saddlebag dams are identified as presenting some threat to downstream developed areas if dam failure were to occur.

The **MJHMP** illustrates the areas subject to flood hazards and dam failure inundation.

Seiches

Seiches are earthquake-generated waves within enclosed or restricted bodies of water such as lakes and reservoirs. Similar to the sloshing of water in a bowl or a bucket when it is shaken or jarred, seiches can overtop dams and pose a hazard to people and property within their reach. There is no available evidence that seiches have occurred in Mono County lakes and reservoirs.

FIRE

Wildland Fires

The combination of highly flammable fuel, long dry summers and steep slopes creates a significant natural hazard of wildland fire potential in most of Mono County. Wildland fires can result in death, injury, economic loss, and significant public investment in firefighting efforts. Woodlands and other natural vegetation can be destroyed resulting in a loss of timber, wildlife habitat, scenic quality and recreational resources. Soil erosion, sedimentation of fisheries and reservoirs, and downstream flooding can also result.

Fire hazard severity has been mapped by Cal Fire for most of the privately owned land in Mono County. Portions of the Antelope Valley, Sonora Pass (Sonora Junction), Swauger Creek, Lundy

MONO COUNTY GENERAL PLAN

Canyon (Mono Basin), June Lake, Upper Owens, Mammoth Vicinity, and Long Valley Planning Areas are in the High Fire Hazard Severity Zone. Portions of June Lake and Sonora Junction are in Very High Fire Severity Zones. Most of the Bridgeport Valley, Mono Basin and Tri-Valley Planning Areas are mapped Moderate Hazard Severity Zones.

The Mono County Community Wildfire Protection Plan (CWPP) and the Cal Fire San Bernardino/Inyo/Mono Unit Fire Plan are incorporated by reference into this Safety Element. The CWPP provides community-level data concerning fire hazards in the county, including community fuel reduction treatment areas and fuel breaks and other wildfire mitigation recommendations, particularly in Wildland-Urban Interface areas.

Much of the privately owned land in the county is located outside of fire protection districts, and therefore lacks formal emergency fire protection service. It is difficult for existing fire districts to receive additional property tax revenues for annexation of these unserved areas, or for new fire districts to be formed. Consequently, future development in these areas without adequate fire protection will be limited.

The State of California has adopted wildland protection regulations for future development in the State Responsibility Area (SRA); Mono County has adopted and periodically updates a local ordinance that has the same practical effect as the Cal Fire regulations (Mono County Land Use Element Ch. 22, Fire Safe Regulations).

These fire safe regulations address requirements for adequate clearance of flammable vegetation around individual structures and clusters of structures and construction methods to prevent the spread of fire from the wildland to structures, and from structures to wildlands. Minimum water capacities for fire protection purposes are established in the regulations to ensure the availability of water for fire suppression purposes. Adequate road widths and load capacities are required to ensure ready movement of fire engines, and other heavy firefighting equipment to developed areas of the county; the Mono County Department of Public Works also has established similar road improvement standards for new development.

Structural Fires

The 11 fire protection districts in the county provide fire-prevention services through such activities as education and development review. The districts also provide varying levels of fire suppression and emergency medical response services to community areas. The MJHMP and 2015 General Plan/Regional Transportation Plan Environmental Impact Report provides a summary description of fire district service levels and capabilities, including the general capabilities and availability of local community water service in the county.

AVALANCHE

Avalanche Hazards

Although avalanches in Mono County occur primarily on national forests in the Sierra Nevada backcountry, some avalanche hazards present a significant risk to community areas. Both property damage and loss of life have resulted from avalanches in Mono County. Community areas influenced by avalanche hazards include Twin Lakes (Bridgeport area), Virginia Lakes, Lundy Lake, Mono Basin, June Lake, Long Valley/McGee Creek, Mammoth Vicinity and Wheeler Crest. In addition, roadway sections threatened by potential avalanches include portions of Lower Rock Creek Road; US 395 at Long Valley, Wilson Butte, and just north of Lee Vining; S.R. 158 entering the June Lake Loop; and several County roads entering eastern-slope community areas.

Avalanche Studies and Maps

In accordance with State law, avalanche hazard maps have been developed to illustrate areas of known avalanche occurrences. These maps were prepared by five Board-appointed avalanche advisory committees consisting of local residents and landowners. All pertinent information concerning the work of the five appointed committees and the avalanche policy formulation process – including committee recommendations and position papers – is posted as part of the General Plan maps and on file in the county Planning Division. Other County avalanche hazard studies prepared by avalanche consultants and that project potential avalanche run-out areas, and an archive of photographs documenting evidence of avalanche damage and occurrences are also on file in the Planning Division.

Avalanche Monitoring and Evacuation

A backcountry avalanche monitoring program is operated by the Eastern Sierra Avalanche Center. This monitoring program issues avalanche hazard warnings during periods of high avalanche danger in the backcountry. The county Sheriff's Department keeps in contact with avalanche experts and should a hazardous situation develop, advises those within the hazard-prone area of the critical nature of the hazard.

EVACUATION ROUTES

The Mono County Multi-Jurisdictional Hazard Mitigation Plan indicates that major routes (State and County), immediate access routes to community areas, and internal community street systems could be subject to closure by avalanches, landslides, snow and fog whiteouts, and flooding. In addition, imminent hazards such as high avalanche hazard conditions could prohibit travel even along open access routes. Several community areas have only a single access route, including portions of June Lake, McGee Creek, Crowley Lake, and Chalfant, and the entire community of Swall Meadows. Area Plan policies call for development of additional emergency access routes into these community areas.

The Mono County Multi-Jurisdictional Hazard Mitigation Plan, sets general evacuation procedures and available routes during all seasons for various emergency situations.

III. POLICIES

GOAL 1. Avoid the exposure of people and improvements to unreasonable risks of damage or injury from earthquakes and other geologic hazards.

Objective 1.A.

Direct development to occur in a manner that reduces the risks of damage and injury from seismic and other geologic hazards to acceptable levels.

Policy 1.A.1. In order to mitigate risk from seismic hazards such as surface fault-rupture, and other geologic hazards, regulate development near active faults, seismic hazard zones and other geologic hazards consistent with the provisions of the Alquist-Priolo Special Studies Zone Act and the Seismic Hazard Mapping Act.

Action 1.A.1.a. Applicable development proposals in Alquist-Priolo fault hazard zones, seismic hazard zones, or other known geologic hazard areas, shall provide a geologic or geotechnical report prior to project approval. The report shall:

- a. be funded by the applicant;
- b. be prepared by a registered geologist or certified engineering geologist;
- c. if a fault hazard, locate existing faults, evaluate their historic activity and determine the level of risk they present to the proposed development;
- d. if another geologic hazard, including a seismic hazard other than a fault hazard, locate site-specific geologic/seismic hazards affecting the project, identify areas containing geologic/seismic hazards that could adversely affect the site in the event of an earthquake or other geologic episode, and determine the level of risk they present to the proposed development;
- e. recommend measures to reduce risk to acceptable levels; and
- f. be prepared in sufficient detail to meet the criteria and policies of the State Mining and Geology Board, and to allow for review by the County's consulting geologist (see also Action 1.3).

Mitigation measures shall be included in the project plans and specifications and shall be made a condition of approval for the project.

Action 1.A.1.b. Require the scope of investigation for geologic and geotechnical reports to be commensurate with the complexity and exposure to risk of the proposed project. As an example, reports for hospitals, multi-story buildings, and other critical, sensitive, or high-intensity structures should be prepared in greater detail than those for lower-density wood-frame structures.

Action 1.A.1.c. Retain a qualified consulting geologist to review geologic/geotechnical studies prepared in accordance with Action 1.A.1.a. The consulting geologist shall evaluate the adequacy of the report, interpret or set standards where they are unclear, and advise the County of the report's acceptability. Project proponents shall be required to fund the costs associated with the County's consulting geologist's review of project geologic hazard studies. The County's consulting geologist shall be retained in conformance with the Mono County Environmental Handbook.

Action 1.A.1.d. During the initial project review process, encourage applicants to design or redesign their projects as necessary to avoid unreasonable risks from surface fault rupture and other geologic/seismic hazards. Work with the State Geologist to exempt from special geologic study requirements those projects that will clearly not be impacted by fault rupture or other geologic/seismic hazards.

Action 1.A.1.e. Deny applications for planning permits where geologic studies provide substantial evidence that the proposed project will be exposed to unreasonable risks from surface faulting, fault creep or other seismic hazards. Projects that include measures to reduce risks to acceptable levels may be approved. Consistent with Seismic Hazard Mapping Regulations, "acceptable level" means a reasonable assurance of public safety, although structural integrity and continued functionality are not ensured.

Action 1.A.1.f. Work with the State Geologist to address development proposals in areas where recent geologic/seismic episodes have occurred, but where special study zones or seismic zones have yet to be delineated.

Action 1.A.1.g. Require that all applicants for County permits in delineated special study zones or geologic/seismic hazard zones be notified of the area's potential for surface displacement or other seismic/geologic hazards, and that they be referred to this Element, support documents, seismic hazard-zone maps (when available) and the Alquist-Priolo maps on file in the county Planning Division for further information.

Policy 1.A.2. Identify and mitigate seismic/geologic hazards to existing structures, and ensure that new construction is designed to withstand seismic/geologic events.

Action 1.A.2.a. Consider conducting a comprehensive survey of the structural condition of all buildings, and identify potentially hazardous buildings in accordance with the Unreinforced Masonry Building Law (Government Code Section 8875). Input the results into the GIS system and update as needed.

Action 1.A.2.b. Utilizing the structural survey detailed in Action 1.A.2.a., consider developing a mitigation program for potentially unsafe structures in accordance with the Unreinforced Masonry Building Law.

Action 1.A.2.c. Continue to require new construction to comply with the engineering and design requirements of Seismic Design Category D.

Action 1.A.2.d. The County may require geotechnical studies as necessary to comply with the California Building Code.

Policy 1.A.3. Identify areas of seismic and geologic hazards.

Action 1.A.3.a. Utilize historical data and geotechnical studies to designate areas of geologic hazards.

Action 1.A.3.b. Work with the Federal Emergency Management Agency, the State Department of Water Resources, and other appropriate agencies to designate alluvial fans and mudflow areas on Flood Insurance Rate Maps where appropriate.

Action 1.A.3.c. Coordinate with the US Geologic Survey and other research entities in volcanic hazard research and monitoring activities for the Long Valley Caldera and the Inyo-Mono Crater chain.

Action 1.A.3.d. Request the Division of Mines and Geology to establish Mono County as a priority area for mapping areas of ground shaking, liquefaction, and earthquake-induced landslides in accordance with Seismic Hazard Mapping Regulations.

Policy 1.A.4. Limit the intensity of development in seismic and other geologic hazard areas.

Action 1.A.4.a. Designate known hazardous areas for low-intensity uses in the Land Use Element; assign low-intensity land use designations for such areas.

Action 1.A.4.b. Utilizing the established land ownership adjustment process, facilitate land trades or purchases that result in placing properties subject to major geologic hazards into federal ownership or into the ownership of land conservation organizations.

Action 1.A.4.c. Through the permit process, including site plan review, direct development to avoid locating in hazardous areas.

Policy 1.A.5. Regulate land uses that may increase the potential for natural hazards, such as activities that disturb vegetative cover on steep slopes, or which could divert hazard flows toward down-gradient development.

Action 1.A.5.a. Prior to site development, require geotechnical evaluation of the potential for landslides and mudslides in applicable areas.

GOAL 2. Avoid exposure of people and improvements to unreasonable risks of damage or injury from flood hazards.

Objective 2.A.

Plan for and regulate development in flood hazard areas in a manner that protects people and property from unreasonable risks of damage due to flooding.

Policy 2.A.1. Seek to reduce the number of structures and regulate the placement of new structures and major renovation of existing structures, in the 100-year flood plain.

Action 2.A.1.a. Work with the Federal Emergency Management Agency (FEMA), the State Department of Water Resources, and other appropriate agencies to update flood hazard studies and FEMA National Flood Insurance Program (NFIP) maps for developing areas of the county.

Action 2.A.1.b. Continue to participate in the NFIP by enforcing and updating as necessary the provisions of the Mono County Flood Plain Regulations (Chapter 21 of the Land Development Regulations)

Action 2.A.1.c. In accordance with the stream setback requirements of the Mono County General Plan, require new development to set back adequately from surface waters for flood and habitat protection purposes. Any deviations from the stream setback requirements within the 100-year floodplain should be reviewed by the county Floodplain Administrator prior to permit issuance.

Action 2.A.1.d. Future development projects with the potential to cause substantial flooding, erosion, or siltation shall provide an analysis of the potential impacts prior to project approval. The analysis shall:

- a. be funded by the applicant;

- b. be prepared by a registered geologist or civil engineer;
- c. identify the nature of the hazard, and assess the impacts of the development on downstream development and resources; and
- d. recommend alternatives and/or mitigation measures to mitigate potential impacts to downstream resources to a level of non-significance, unless a statement of overriding considerations is made through the EIR process.

Mitigation measures shall be included in the project plans and specifications and shall be made a condition of approval for the project.

Action 2.A.1.e. Limit the intensity of development within the 100-year floodplain in the Land Use Element.

Action 2.A.1.f. Continue to implement Mono County Code Chapter 13.08, Land Clearing, Earthwork and Drainage Facilities, and update as necessary.

Action 2.A.1.g. Continue to address flood management issues during the planning and implementation of stream restoration efforts.

Action 2.A.1.h. Document past flood events and incorporate local data into the County GIS.

Action 2.A.1.i. Update the County GIS as new FEMA Flood Insurance Rate Maps and DWR flood-awareness area maps are made available.

Action 2.A.1.j. Seek priority funding from FEMA and the State Water Resource Control Board (SWRCB) to update the flood hazard maps of community areas where needed, including providing information regarding base-flood elevations, alluvial fans and mudflow hazards.

Action 2.A.1.j. Seek priority funding from FEMA and the SWRCB to establish a program to fund homeowners to lift existing residential structures out of the 100-year floodplain and fund buyouts for repetitive loss structures.

Action 2.A.1.k. Require flood proofing of existing public structures and critical facilities that are in the 100-year flood plain and 500-year floodplain.

Action 2.A.1.l. Regularly update and revise flood risk data and flood maps in coordination with FEMA to reflect the most current scientific data.

Action 2.A.1.m. Develop plans for phased use and adaptation of infrastructure that can be used as floodwater levels rise over time due to climate change.

GOAL 3. Avoid exposure of people and improvements to unreasonable risks of damage or injury from fire hazards.

Objective 3.A.

Plan for and regulate development in a manner that protects people and property by minimizing risks from wildland and structural fire hazards.

Policy 3.A.1. Continue to plan for wildfire protection in Mono County.

Action 3.A.1.a. The Mono County Community Wildfire Protection Plan (CWPP) Wheeler Crest CWPP, Mammoth Lakes CWPP, and any other CWPPs within Mono County, and the Cal Fire San Bernardino/Inyo/Mono Unit Fire Plan are incorporated by reference into this Safety Element.

Action 3.A.1.b. Ensure that the CWPP and Unit Fire Plan are updated as needed to contain up-to-date evaluations of fire hazards, assessments of assets at risk, prioritization of hazard mitigation actions, and implementation and monitoring elements.

Action 3.A.1.c. Facilitate implementation of development and education measures identified in the CWPP to protect human life and property, critical infrastructure, and natural resources from wildfire.

Action 3.A.1.d. Utilize fire hazard maps to identify and disclose wildland urban interface hazards. Fire hazard maps in the MJHMP and CWPP are incorporated by reference in the Element.

Action 3.A.1.e. Work with Cal Fire to update fire hazard mapping to reflect changing fuels and climate conditions. Upon release of updated hazard severity zones, incorporate revised mapping into the Safety Element and update community fire risk assessments contained in the CWPP.

Action 3.A.1.f. Facilitate distribution of information from the Great Basin Unified Air Pollution Control District to the public on the status of air quality as requested, provide alerts on poor air quality days, and include educational materials on the health effects of air pollution.

Action 3.A.1.g. Encourage local Fire Safe Councils to prepare community and parcel-specific CWPPs and, to the extent feasible, support recommended projects that emerge from these plans, such as activities that educate community members about fire risk and how to prepare and protect their own properties against fire risk.

Policy 3.A.2. Require adequate structural fire protection for new development projects.

Action 3.A.2.a. Development projects including subdivisions shall demonstrate the availability of adequate structural fire protection consistent with California Government Code §66474.02 and the California Building Code, including safe access for emergency vehicles, safe egress for residents, and adequate water supply prior to or as a condition of permit issuance. Applicants shall provide either a will-serve letter from the applicable fire protection district or a fire protection plan. The fire protection plan shall be part of the development application and shall identify the nature of the local fire hazard, assess the risk of wildland and structural fires presented by the project, and specify measures for detecting and responding to fires on the project site throughout all phases of the proposed development. Project approvals shall include a finding that adequate structural fire protection is or will be available.

Action 3.A.2.b. Require development projects within the sphere of influence of a fire protection district to annex into the district.

Action 3.A.2.c. Require the formation of a fire protection entity for specific plan areas that include significant residential uses, unless the area is within the Sphere of Influence of an existing local fire protection agency

Policy 3.A.3. Require new construction in State Responsibility Areas (SRAs) to comply with minimum wildland fire safe standards, including those established for emergency access, signing and building numbering, private water supply reserves for fire use, and vegetation modification, as contained in the county Fire Safe Ordinance (Ch. 22 of the Mono County Land Development Regulations) and consistent with State laws 4290 and 4291.

Action 3.A.3.a. Work with Cal Fire to implement the county's Fire Safe Regulations.

Action 3.A.3.b. Adopt the Wildland Urban Interface Building Codes, established by the Office of the State Fire Marshall.

Action 3.A.3.c. Request the Mono County Fire Services Association, which consists of the 11 fire protection districts in the county, to review and comment on fire protection plans and major development proposals situated outside existing fire district spheres of influence.

Action 3.A.3.d. When the subdivision ordinance is updated, consider a policy stipulating that approval of parcel maps and tentative maps in SRAs or very high fire hazard severity zones is conditional based on meeting the SRA Fire Safe Regulations and the Fire Hazard Reduction Around Buildings and Structures Regulations, particularly those regarding road standards for ingress, egress, and fire equipment access. (See Government Code §66474.02).

Action 3.A.3.e. Consider programming, as resources allow, emergency access routes identified in the MJHMP.

Action 3.A.3.f. Require development proposals to meet emergency access routes a specified in Chapter 22 of the Land Use Element and Public Resources Code §4290 and §4291.

Action 3.A.3.g. When the subdivision ordinance is updated, consider a requirement to identify fuel breaks in the layout/siting of subdivisions and an ongoing fuel break maintenance plan.

Action 3.A.3.h. Require development projects to provide ongoing maintenance of existing or proposed fuel breaks within the project site.

Policy 3.A.4. Mitigate fire hazards through the environmental and project review process.

Action 3.A.4.a. Consider the severity of natural fire hazards, the potential for damage from wildland and structural fire, the adequacy of fire protection, appropriate project modifications and mitigation measures consistent with this Element in the review of projects.

Action 3.A.4.b. Refer project proposals to local fire protection districts and Cal Fire for review and comment.

Action 3.A.4.c. Require on-site detection and suppression, such as automatic sprinkler systems consistent with the California Building Code.

Action 3.A.4.d. Limit the intensity of development in areas lacking adequate structural fire protection.

Policy 3.A.5. Assist fire protection districts in securing adequate funding for capital facilities and ongoing operations to serve new development.

Action 3.A.5.a. Assist fire protection districts in the establishment and implementation of appropriate funding sources – such as fees, exactions, charges, and assessments – to enable existing fire districts to annex appropriate areas, and to enable new fire protection districts to be formed.

Policy 3.A.6. Consider mitigating fire hazards in previously developed areas that do not meet current fire safe development standards.

Action 3.A.6.a. Consider identifying and mapping existing housing that does not conform to current fire standards in terms of building materials, access, and vegetative hazards as identified in the CWPP.

Action 3.A.6.b. Consider developing plans to address the substandard housing identified above, including structural rehabilitation, occupancy reduction, fuels hazard reduction projects, community education, and improvements pertaining to access, fire flows, signage, and defensible space.

Policy 3.A.7. Reduce fuel around developed areas throughout the county to minimize wildland fire hazard risks to people and property.

Action 3.A.7.a. Review the County’s land use designation maps to ensure that land uses near high or very-high-hazard fire severity zones are compatible with wildland fire protection and suppression activities.

Action 3.A.7.b. Consider amending the CWPP to establish wildfire defense zones around community areas (e.g., fuel breaks, shelter zones, back fire areas, and staging areas to support fire-suppression activities).

Action 3.A.7.c. Site and design development to minimize the likelihood of a wildfire spreading to structures by minimizing pockets or peninsulas, or islands of flammable vegetation within a development.

Action 3.A.7.d. Coordinate with Public Works, Cal Fire, U.S. Forest Service, local Fire Protection Districts, local Fire Safe Councils, and private property owners to maintain fuel breaks and appropriate flammable vegetation clearance along public and private roads.

Action 3.A.7.e. Support fuel management programs and plans, consistent with state law, that require fuel management/modification within established defensible space boundaries and when strategic fuel modification is necessary outside of defensible space, balance fuel management needs to protect structures with the preservation of native vegetation, wildlife, and sensitive habitats.

Action 3.A.7.f. Support appropriate fuel management projects to remove hazardous fuel loads and improve ecosystem health.

Action 3.A.7.g. Consistent with Senate Bill 1122 (2012) and Senate Bill 859 (2016), facilitate efforts to establish a biomass facility in the County, with the goal of reducing forest fuel loads and wildfire hazard risk.

Action 3.A.7.h. Support efforts by Fire Safe Councils and community groups to promote fire prevention, fuels treatments, invasive species control, and defensible space in the

WUI and assist in identifying and pursuing funding opportunities to complete these activities.

Action 3.A.7.i. Support incentive programs that provide free or affordable residential green waste disposal to encourage vegetation management on private property.

Policy 3.A.8. Mitigate the effects of fire hazards within Mono County.

Action 3.A.8.a. Implement the fire hazard mitigation recommendations contained in the CWPP, which pertain to addressing, public education, local preparedness and firefighting capabilities, home mitigation, and fuels modification projects.

Action 3.A.8.b. Work with other jurisdictions and agencies to prepare for Public Safety Power Shutoffs (PSPS) and support, to the extent feasible, viable plans to provide resources for the community and vulnerable populations during and after PSPS events.

Action 3.A.8.c. Develop community outreach and education programs to facilitate the distribution of information about PSPS events including the current status of outages in Mono County, how to prepare for PSPS events, and information on existing rebate and incentive programs to assist community members in purchasing emergency backup generators.

Action 3.A.8.d. Identify communities most in need of backup generators for continued water supply operation during PSPS and severe weather events. Work with those communities to obtain the appropriate equipment and permits.

Action 3.A.8.e. Consider developing incentive programs to assist private property owners with private wells in purchasing, installing, and maintaining a backup generator for continued access to their water supply during PSPS and severe weather events.

Action 3.A.8.f. Encourage the installation of generators to enable continued operation of community and private water systems during PSPS events or severe weather-related outages.

Action 3.A.8.g. Work with regional partners to identify a technology backup power system and energy resource center to provide alternative telecommunication services.

Policy 3.A.9. Ensure the existing and future transportation system within Mono County adequately supports fire protection and suppression activities.

Action 3.A.9.a. Work with local fire districts, Cal Fire and federal and state land management agencies to prioritize pertinent transportation-related recommendations in the CWPP.

Action 3.A.9.b. Ensure that the Mono County Regional Transportation Plan (RTP) and the Mono County Circulation Element contain adequate policies pertaining to fire infrastructure; e.g., turnouts, helispots, safety zones, and vegetation management programs for state and county streets and highways.

Policy 3.A.10. After a large fire, evaluate the potential to reduce future vulnerabilities to fire hazard risks through site preparation, redevelopment layout (when possible), landscape design, and fire-resistant building materials.

Action 3.A.10.a. Coordinate with appropriate public and private entities to remove debris and promote the sound, equitable, and expedient reconstruction of property

damaged/destroyed by wildfire and facilitate the upgrading of the built environment as expeditiously as possible.

Action 3.A.10.b. Seek resources to address fire hazard vulnerabilities and bring sub-standard development/subdivisions into compliance with current fire safe standards.

GOAL 4. Avoid exposure of people and improvements to unreasonable risks of damage or injury from avalanche hazards.

Objective 4.A.

Limit development that attracts concentrations of people in historical avalanche paths (Conditional Development Areas) during the avalanche season.

Policy 4.A.1. Prohibit new subdivisions, new winter commercial uses, and multi-family developments in conditional development areas unless proper mitigation is provided. A Conditional Development Area¹ denotes private property that has previously experienced avalanche activity.

Action 4.A.1.a. Prior to approving new development, other than single-family residential, in conditional development areas or within the Twin Lakes Avalanche Influence Area, the Planning Commission or Board of Supervisors shall either find:

- a. On the basis of a site-specific study by a qualified snow scientist, that the site is not within a potential avalanche hazard; or
- b. That the project has been designed by a registered civil engineer to withstand potential avalanche impact, or other appropriate structural mitigation measures have been incorporated into the project.
- c. Unless otherwise mitigated, all building sites created through new subdivisions shall be identified and located outside avalanche areas.

Action 4.A.1.b. Impose subdivision and use restrictions in conditional development areas through future rezoning and Use Permit conditions.

Policy 4.A.2. Promote seasonal rather than year-round land uses in conditional development areas.

Action 4.A.2.a. Require new commercial development projects in conditional development areas to discontinue operations during the avalanche season, unless mitigated as specified in Action 4.A.1.a. The avalanche season is considered to run from November 1 to April 15 of the following calendar year. Upon application, the Board of Supervisors may change the foregoing dates for specific areas if it finds that public health and safety will not be affected.

¹Conditional Development Areas have been identified by local avalanche advisory committees appointed by the Board of Supervisors. In some communities where insufficient historical data exist, the high-hazard zones identified in prior avalanche studies (i.e., Wilson, Beck, or Mears/Whitmore) have supplemented available historical information in defining the Conditional Development Area. The entire parcel shall be considered within the Conditional Development Area if any portion of a lot appears to be within the boundary. It should be noted the Conditional Development Areas are not highly precise and do not necessarily coincide with parcel lines.

Action 4.A.2.b. Encourage the use of seasonal trailers in conditional development areas where such use does not conflict with local land use designations or private restrictive covenants.

Policy 4.A.3. Utilizing the established land ownership adjustment process, facilitate land trades or purchases that result in placing properties, which on the basis of prior studies may be impacted by avalanches, into federal ownership or into the ownership of land conservation groups, for permanent open-space use.

Action 4.A.3.a. Survey landowners who own properties which, on the basis of prior studies, may be impacted by avalanches, for interest in land trades or purchases.

Action 4.A.3.b. Initiate land trade/purchase discussions between landowners and appropriate federal, state, or county agencies, or land conservation groups.

Action 4.A.3.c. Request applicable federal or state agencies to assign high- priority land acquisition status to private lands in areas that, on the basis of prior studies, may be impacted by avalanches.

Policy 4.A.4. Maintain and update historical avalanche data.

Action 4.A.4.a. Appropriate County agencies shall continue to compile avalanche data, including photographing and archiving avalanche damage when it occurs.

Action 4.A.4.b. The historical maps contained in the **MEA** should be revised and updated as necessary to reflect the run-out boundaries of actual avalanches; maps shall be compiled by the Planning Division and approved by the Board of Supervisors.

Action 4.A.4.c. Where the boundary of an actual avalanche area is in question, require site-specific analysis of the historical avalanche impact to the parcel prior to issuance of any County permits, other than building permits for single-family residential development. Such analysis should be conducted by a qualified snow scientist, and the conclusions of the analysis should be incorporated into this Element.

- APN 015-085-010-000 in June Lake: a site-specific avalanche study concluded this parcel is in the White Zone, which is a low-risk zone with an estimated return period of 300 years or impact pressures less than a gale force wind (21 lbs/ft²).²

Objective 4.B.

Inform residents and visitors of the potential avalanche hazards in or near local communities.

Policy 4.B.1. Inform affected persons of potential avalanche hazards in the area during the permit process and during transfer of property ownership.

Action 4.B.1.a. Designate community areas containing private lands influenced by historic avalanche path as "Avalanche Influence Areas" in this Element. The Avalanche Influence Area designation shall define community areas in which residents and visitors should be notified of where potential avalanche hazards exist in the vicinity.

Action 4.B.1.b. Designate historical avalanche paths as "conditional development zones" in this Element.

² Use Permit 18-003/High Sierra Cannabis Retail (DeCoster)

Action 4.B.1.c. Require that all applicants for County permits in avalanche influence areas be notified of the area's potential avalanche hazards, and require that they be referred to this Element and avalanche documents on file in the county Planning Division for further information.

Action 4.B.1.d. In accordance with State law, sellers of property will notify buyer/transferees of potential avalanche and seismic hazards affecting subject property.

Policy 4.B.2. Inform visitors of potential avalanche hazards by posting notification signs on roadways entering avalanche areas as designated by the Board of Supervisors.

Action 4.B.2.a. Continue to post signs on local roads warning of avalanche potential.

Action 4.B.2.b. Require that new roads constructed in areas which may be impacted by avalanches be properly signed to notify of potential avalanche hazards.

Objective 4.C.

Plan for and provide emergency services in the event of avalanches.

Policy 4.C.1. Initiate avalanche warning procedures during hazard periods in accordance with adopted procedures such as the Mono County Sheriff Code Red Emergency Alert System.

Policy 4.C.2. Provide emergency access to avalanche-influence areas where feasible.

Action 4.C.2.a. Evaluate potential emergency access routes for avalanche influence areas in the county Circulation Element.

Action 4.C.2.b. Seek state or federal funding for emergency access road construction in avalanche-influence areas.

Policy 4.C.3. Provide snow-removal services to County roads only during periods of acceptable avalanche risks.

Action 4.C.3.a. The Director of Public Works will utilize broad discretion in determining when roads should be plowed.

Objective 4.D.

Work cooperatively with the US Forest Service (USFS) and Caltrans in mitigating local avalanche hazards.

Policy 4.D.1. Seek cooperation from the USFS in mitigating avalanche hazards that originate on land managed by the USFS and that threaten private property.

Action 4.D.1.a. Continue to promote and encourage local and/or regional USFS offices to:

- a. Support and expand the backcountry avalanche forecasting program to include threatened community areas;
- b. Structurally mitigate (i.e., environmentally sensitive supporting structures, deflecting berms, retarding mounds, catching dams, snow fences, etc.) avalanche hazards threatening community areas; and
- c. Initiate land exchanges with willing property owners in avalanche hazard areas.

Policy 4.D.2. Seek cooperation from Caltrans in mitigating avalanche hazards to local State highways.

Action 4.D.2.a. Promote and encourage Caltrans' assistance in funding local avalanche forecasting programs.

Action 4.D.2.b. Support Caltrans efforts to expand avalanche mitigation efforts in the June Lake community. Implement pertinent policies of the June Lake Area Plan.

Action 4.D.2.c. Encourage Caltrans to post avalanche warning signs along potential avalanche sections of US 395, such as in the Long Valley area, the Wilson Butte area, and the area north of Lee Vining during the avalanche season.

GOAL 5. Reduce the risks from natural hazards by planning for safe development, increasing public awareness of the natural hazards in Mono County, and providing an integrated multi-agency approach to emergency response.

Objective 5.A.

Identify areas of the county susceptible to hazards.

Policy 5.A.1. The County GIS system should include or integrate all available hazard mapping, including multi-hazard and repetitive-loss properties.

Action 5.A.1.a. Periodically assess the data and mapping products available on the County GIS system to integrate additional hazards information as it becomes available.

Policy 5.A.2. Maintain an inventory of existing assets (structures, infrastructure) in order to understand more fully the areas and types of development most susceptible to identified hazards and to identify more-specific mitigations for each hazard.

Action 5.A.2.a. Complete a detailed inventory of existing assets and enter that inventory into the County GIS. The inventory should include all data required by hazard mitigation planning such as type of structure, occupancy, construction type, size, value, etc.

Policy 5.A.3. Identify areas with the greatest potential for loss from identified hazards.

Action 5.A.3.a. In compliance with FEMA requirements for loss estimation, develop loss-estimation values and corresponding GIS products and update as needed.

Objective 5.B.

Limit development in areas identified as hazardous.

Policy 5.B.1. Restrict development in areas subject to hazards, including but not limited to, fire, flood, geologic, seismic, volcanic, and avalanche.

Action 5.B.1.a. Limit the intensity of development in hazard areas through the assignment of appropriate land use designations.

Action 5.B.1.b. Design public facilities such as power and water distribution pipes and sewer lines to avoid hazard areas and utilize valves and switches to mitigate hazards when no routing alternatives are feasible.

Action 5.B.1.c. Consistent with government code 66474.2, avoid intensive development outside existing fire protection districts, unless an appropriate fire protection entity is established as a condition of project approval.

Policy 5.B.2. Maintain, update and integrate hazard planning documents.

Action 5.B.2.a. Update and work to integrate the Safety Element, Multi-Jurisdictional Hazard Mitigation Plan, Emergency Operations Plans, Airport Land Use Compatibility Plans, Community Wildfire Protection and other fire plans, and any other safety documents on a regular basis.

Action 5.B.2.b. Work with local fire protection districts, law enforcement, land management agencies, and Cal Fire to pursue funding and update and integrate planning documents.

Policy 5.B.3. Utilize Local Agency Formation Commission (LAFCO) municipal service reviews to evaluate existing emergency service providers and to identify needed improvements.

Action 5.B.3.a. Map existing emergency service facilities and areas lacking service, analyze which areas in identified hazard zones are missing adequate emergency services and integrate into applicable safety plans.

Objective 5.C.

Inform the public as to the nature and extent of natural hazards in Mono County.

Policy 5.C.1. Inform affected persons during the County permit process and during the transfer of property of potential seismic, geologic, volcanic, fire, flood, avalanche, and other natural hazards in the area.

Action 5.C.1.a. Prior to issuing planning or building permits in hazardous areas, refer the applicant to this Element, and support documents and studies on file in the county Planning Division for further information concerning potential hazards. In order to ensure that the applicant has been notified of potential hazards, the applicant may be required to sign a statement recognizing that potential hazards exist in the area.

Action 5.C.1.b. In accordance with State law, sellers of property will notify buyer/transferees of all potential hazards affecting subject property, including but not limited to, geologic, seismic, fire, flood, and avalanche.

Policy 5.C.2. Work cooperatively with other public agencies in the area to develop a public awareness program to inform residents and visitors of natural hazards in the county and emergency response procedures.

Action 5.C.1.a. In accordance with procedures adopted by the county Office of Emergency Services, provide notification to residents and visitors during emergencies and elevated hazard periods.

Objective 5.D.

Provide for safe ingress and egress of emergency vehicles/equipment and evacuation of populations.

Policy 5.D.1. Assess and pursue primary and secondary access improvements for all community areas for emergency purposes.

Action 5.D.1.a. Review development proposals to ensure the provision of primary and secondary access.

Action 5.D.1.b. Refer applications for planning and building permits to Cal Fire and local fire protection districts for review and comment regarding, emergency-access considerations.

Action 5.D.1.c. The Department of Public Works shall continue to review the adequacy of primary and secondary access for development projects on a case-by-case basis.

Action 5.D.1.d. Delineate community evacuation routes and plans for areas with high or very-high fire hazard residential areas, flood areas, avalanches influence areas, etc.

Action 5.D.1.e. Encourage local and regional partnerships to create evacuation routes and shelter locations to provide safe refuge during emergencies.

Action 5.D.1.f. For communities with only one access route, evaluate options to provide an emergency access route, prioritized based on multi-hazard risk to existing access. Design and create the alternative access route(s) if an option is chosen, and if funding and resources are available.

Action 5.D.1.g. Require individuals, as well as companies, that provide home or accommodation rentals to clearly post available emergency evacuation routes for guests.

Action 5.D.1.h. Encourage the incorporation of backup powered emergency response systems into evacuation centers (locations where visitors and residents can seek refuge during an incident)

Action 5.D.1.e. Work with federal land management agencies to ensure adequate access to high-hazard wildland areas, particularly adjacent to communities, for fire suppression activities and public evacuation.

Policy 5.D.2. All projects using hazardous materials or generating hazardous waste shall conform to the requirements of the county's Integrated Waste Management Plan for transportation, storage, and disposal.

Policy 5.D.3. Transportation, storage, and use of explosive materials shall comply with applicable county, state, and federal permit requirements.

Objective 5.E.

Work with local, state, and federal agencies and organizations to provide an integrated approach to emergency response, including search-and-rescue operations, in Mono County for all hazards.

Policy 5.E.1. Implement and update as needed the Mono County Emergency Operations Plan, Mono County Multi-Jurisdictional Hazard Mitigation Plan, and the Mono County Community Wildfire Preparedness Plan.

Action 5.E.1.a. Periodically review emergency response plans during the General Plan review process.

Policy 5.E.2. Work toward implementing a standardized emergency management system for responding to large-scale situations requiring multi-agency response.

Action 5.E.2.a. Review mutual aid agreements with adjoining emergency service providers to ensure a coordinated approach to emergency services.

Goal 6. Prepare for changing climate conditions in Mono County.³

Objective 6.A. Prepare for changing precipitation levels in the region.

Policy 6.A.1. Plan for reduced levels of precipitation and mitigate the impacts that will occur to water availability.

Action 6.A.1.a. Encourage water conservation regulations and encourage public reporting of violations.

Action 6.A.1.b Protect groundwater resources from contamination and overdraft through methods such as encouraging capture of precipitation in tanks and the use of treated wastewater for groundwater recharge and protecting important groundwater recharge areas.

Objective 6.B. Prepare for an increase in severe weather conditions and storm events.

Policy 6.B.1. Develop procedures and practices to reduce the impacts of more extreme storms, temperatures and their related impacts in Mono County, to help protect residents from the health hazards associated with severe weather.

Action 6.B.1.a. Follow County procedures in the event of severe weather conditions such as extreme heat events and more frequent and severe combined snow and rainstorms, including the deployment of emergency services, opening of additional local heating/cooling shelters, and community notification procedures. Cooling shelters may be of particular importance in the Tri-Valley.

Action 6.B.1.b. Develop and utilize emergency notification and information systems to promote public awareness of severe weather hazards and the impacts to the conditions on local and regional roadways. Expand the use of Spanish translation for information distributed to the public during severe weather or disaster events.

Action 6.B.1.c. Coordinate with health and social service providers from multiple sectors to identify data sources and strategies for community resilience and reaching out to vulnerable populations.

Action 6.B.1.d. Assist with seeking funding to address anticipated additional repairs to damaged infrastructure that will be required due to increased stress from climate effects such as intense snow and rainstorms.

Action 6.B.1.e. Continue to work with state and federal agencies and wireless providers to expand and improve coverage and interoperability of cell and radio service throughout the County.

Action 6.B.1.f. Work with Caltrans to install real-time wind and visibility tracking system for key access road segments and incorporate warnings into online notifications and emergency notification system.

Objective 6.C. Increase the resiliency and adaptability of residents, buildings, infrastructure, the natural environment, and the Mono County economy to climate change hazards.

³ Policies to address climate change related to wildfire and flood are incorporated directly into those goals in the Safety Element.

Action 6.C.1.a. Prepare to address environmental hazards and vulnerabilities that climate change influences currently and in the future.

Action 6.C.1.b During the periodic future updates of the Safety Element, hazards and vulnerabilities shall be reviewed, updated and new policies adopted to reflect the most current information available regarding climate change and strategies to reduce hazard risks compounded by climate change.

Action 6.C.1.c. Identify strategies to foster resiliency to climate change influences in both the built and undeveloped lands based on current and updated science.

Action 6.C.1.d. Identify mitigation measures to reduce climate change causes and adaptation plans to decrease the effects of climate change and protect residents and business from increased risks of natural disasters, such as flooding, drought, severe weather events and wildfire.

Action 6.C.1.e. Work with State agencies on adaptation strategies to address climate change impacts.

Exhibit A: Part 2

Red = Proposed Edits
Blue = PC Edits

MISCELLANEOUS LAND USE ELEMENT UPDATES

1. WHEELER CREST AREA PLAN

Policy 24.A.3. Retain the rural residential character of the entire study area.

Action 24.A.3.f. Prohibit ~~not owner occupied all types of~~ short-term rentals (see that may be permitted under Chapter 25) in the Wheeler Crest Planning Area.

2. LAND USE DESIGNATION CHAPTERS

Commercial (C)

INTENT: The “C” designation is intended to provide for a wide range of uses and services for the resident and visitor including retail, business and professional uses and services in community areas, including commercial lodging and higher density housing, when found compatible with retail and service functions.

The creation of a pleasant and efficient environment for shopping and business is an important function of this district.

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- All permitted uses if determined necessary by the Director
- Temporary uses: model homes, mobile-home display units, etc., only if one year or less
- All new construction for the purpose of conducting sales, business or services, including any uses listed above.
- All conversions from a prior use when exterior structural alterations or additional parking are required.
- Accessory buildings and uses.
- Transient rentals (fewer than 30 consecutive days)

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Household units; if found compatible with the district, apartments, condominiums, etc.
- Lodging – e.g., hotels, motels, time-share, RV parks, campgrounds, glamping, bed-and-breakfast establishments, etc.

Commercial Lodging, Moderate (CL-M) and High (CL-H)

INTENT: The “CL-M” designation is intended to provide commercial lodging units for short-term occupation in or near residential uses.

The “CL-H” designation is intended to provide short-term commercial lodging units in close proximity to commercial/recreational centers.

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Mobile-home parks (see Dev. Standards –Mobile-home and RV Parks, Ch. 17)
- Recreational-vehicle parks (see Ch. 17), campgrounds and glamping
- Projects containing four or more units such as condominiums, cooperatives, townhomes, cluster developments, and/or apartments
- Hotels, motels, lodges, bed-and-breakfast establishments, cabins, and other uses found to be similar by the Commission. Ancillary uses such as limited dining, lounges and convenience retail, provided the ancillary use does not occupy more than 25% of the project's habitable space
- Transient rentals (fewer than 30 consecutive days) in multi-family units under single ownership of four or more dwelling units
- Conversion of five or more apartment units into transient rentals
- Conversion of existing habitable space into ancillary uses
- Parking lots and parking structures other than required off-street parking
- Construction of an accessory building prior to construction of the main building

Industrial Park (IP)

INTENT: The “IP” designation is intended to provide for a combination of light- and moderate-intensity industrial uses that do not create environmental nuisances or hazards to a degree that might be obnoxious or offensive to persons conducting business in this or adjacent areas.

PERMITTED USES

- Any proposed change of use when conducted within an existing, conforming, legally developed structure, for those uses subject to a Director Review or Use Permit
- Adult-oriented businesses conducted in compliance with the locational requirements of Chapter 19 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with the permit and other operational requirements of Chapter 5.45 of the Mono County Code
- Caretaker unit – one per district

Mixed Use (MU)

INTENT: The “MU” designation is intended to provide for a wide range of compatible resident- and visitor-oriented residential and commercial uses, including business, professional, and retail uses; to provide for efficient use of land and increased opportunities for affordable housing; to provide a transition between intensive commercial uses and residential uses; and to be applied to areas with existing mixed-use development.

MU transitional areas can limit the size of business establishments and restrict uses incompatible with residential district. Not all areas need contain residential uses. Commercial uses shall conform to strict standards that prohibit obnoxious odors, obtrusive light and glare, and excessive noise.

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- Residential uses – e.g., condominiums, townhomes, commercial lodging, cluster developments, and apartments
- Retail trade – e.g., food, drug, hardware, apparel, arts and crafts, sporting goods, bookstores, bakery, florist
- Social care facilities – e.g., medical and dental offices, welfare and charitable services
- Professional offices – e.g., real estate, financial, insurance, rental and reservation services, legal services
- Business services – e.g., business centers, general advertising, business and management consulting
- Recreational activities – e.g., health clubs, dance studios
- Food service establishments – e.g., restaurants, cafes, delicatessens
- Conversion or expansion of existing operations
- Transient rentals (fewer than 30 consecutive days)

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- All of the above uses subject to Director Review, if determined to be necessary by the Community Development director
- Parking lots and parking structures other than required off-street parking when abutting a commercial district
- Religious and cultural activities – e.g., museums, art galleries, churches
- Small-scale malls, plazas, parks and related pedestrian open space
- Conversion or expansion of existing operations
- Mobile-home parks (see Development Standards – Mobile-home Parks and RV Parks, Ch. 17) ^c
- Recreational-vehicle parks (see Ch. 17), campgrounds and glamping
- Manufactured housing subdivision (see Ch. 18)

- Commerical cannabis activity: Manufacturing Type N, Manufacturing Type P, Distribution, Testing, Retail, and Microbusiness (only individual cannabis activities permitted in this designation shall be permitted in a Microbusiness), conducted in compliance with requirements of Chapter 13 of the Land Development Regulations and with the permit and operation requirements of Chapter 5.60 of the Mono County Code.

Rural Resort (RU)

INTENT: The “RU” designation is intended to provide appropriate sites for outdoor recreation facilities and limited visitor-oriented facilities and services in rural areas of the county. The district is intended to protect the environment and rural character of an area while allowing for compatible development.

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Construction of an accessory building prior to construction of the main building
- Recreational-vehicle parks (see Dev. Standards – Mobile-home and RV Parks, Ch. 17), campgrounds and glamping facilities
- Hotels, motels, bed-and-breakfast establishments, cabins and other uses found to be similar by the Commission. Ancillary uses such as limited restaurants, lounges and convenience retail, provided the ancillary use does not occupy more than 25% of the project's habitable space
- Transient rentals (fewer than 30 consecutive days)
- Developed campgrounds
- Commercial recreational facilities such as cross country ski facilities, equestrian facilities, golf courses and facilities (if developed in conjunction with lodging facilities), marinas and boathouses
Employee housing, if developed in conjunction with recreational/lodging facilities

Resource Management (RM)

INTENT: The “RM” designation is intended to recognize and maintain a wide variety of values in the lands outside existing communities. The RM designation indicates the land may be valuable for uses including but not limited to recreation, surface water conservation, groundwater conservation and recharge, wetlands conservation, habitat protection for special-status species, wildlife habitat, visual resources, cultural resources, geothermal or mineral resources. The land may also need special management consideration due to the presence of natural hazards in the

area; e.g., avalanche-prone areas, earthquake faults, flood hazards, or landslide or rockfall hazards.

The RM designation provides for low-intensity rural uses in a manner that recognizes and maintains the resource values of the parcel.

Land subject to the land use authority of an agency other than the County may be designated RM with a reference to the appropriate plan as follows:

Humboldt-Toiyabe National Forest Land & Resource Management Plan – RM/TNF

Inyo National Forest Land & Resource Management Plan – RM/INF

Mono Basin National Forest Scenic Area Comprehensive Management Plan – RM/MB

Bureau of Land Management, Bishop Resource Management Plan – RM/BLM

California Department of Fish and Game Lands – RM/DFG

Mammoth Yosemite Airport Land Use Plan – RM/ALUP

These designations recognize the planning authority of other agencies on publicly owned lands only; the County has authority over private and LADWP (Los Angeles Department of Water and Power) lands throughout the unincorporated area.

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- ~~Resource exploratory activities that involve excavation, devegetation, or other potentially significant environmental effects~~
- None stated

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Limited-scale lodging, such as small inns, bed-and-breakfast establishments, and cabins, if found by the Commission to be compatible
- Recreation facilities, such as improved bike trails, cross country ski trails, and pedestrian trails requiring modification of the natural landscape, if found by the Commission to be compatible with the natural habitat of the area
- Construction of an accessory building prior to construction of the main building
- Airports, heliports, taxiways, and landing strips for aircraft
- Mining and geothermal exploration projects
- Commercial composting facilities
- Resource exploratory activities that involve excavation, devegetation, or other potentially significant environmental effects

3. CHAPTER 01 – INTRODUCTORY PROVISIONS

01.040 **Permissive Zoning & Interpretation.**

A. Mono County uses permissive zoning where, any use that is not enumerated or listed in the land use designation as permitted is presumed to be prohibited, except for those instances provided for in section 01.040.B. Interpretation.

B. Unless otherwise provided, any ambiguity concerning the content or application of the Land Development Regulations shall be resolved by the Planning Commission (see Section 04.030, Interpretation of "Similar Uses") or, on appeal therefrom, by the Board of Supervisors.

4. CHAPTER 02 – DEFINITIONS

02.730 **Lot coverage.**

"Lot coverage" means the percentage of a lot encumbered by impervious areas, structures and modifications, ~~structures~~ including decks ~~and areas devoted to vehicular traffic or parking.~~ Specified requirements may be modified for substandard lots.

02.230 **Campground.**

"Campground" means any area or tract of land ~~that is used or intended for use, or to be let or rented with one or more spaces available for transient recreational occupancy (less than 30 days) by campers on a temporary basis without provisions for electrical or sanitary hookups at individual campsites~~ that includes vehicles, huts, trailers, semitrailers or any such device for shelter is placed for any period of time between sunset and sunrise.

02.231. **Caretaker's unit.**

"Caretaker's unit" means a dwelling unit that is secondary and accessory to an existing allowed use that is occupied by a person engaged on-site for the purpose of care and protection of the property.

02.541 **Glamping.**

"Glamping" means a form of 'glamorous camping' for a transient occupancy, where guests occupy detached units and/or permanently installed vintage recreational vehicles but which are not conventional hotel, motel, or cabin facilities. Permanent units must comply with the California Building Code. "Glamping" does not include "Campgrounds" as defined in 02.230 or "Recreational-vehicle park" as defined in 02.980.

CHAPTER 04 – GENERAL

04.040 Uses subject to Director Review.

The following uses are permitted subject to Director Review in all districts, in addition to those listed in individual land use designations:

A. Placement and Use of Recreational Vehicles (RVs) on Vacant Property.

2. Long-term temporary use of an RV – not to exceed six months of each year for a five-year period – may be permitted in designated ~~hazard avalanche~~ zones as a primary use subject to Director Review permit.

04.340 Mobile Vendor Standards and Guidelines

The sale of food and other retail items from a motorized vehicle or from a trailer, or from a portable unit, is permitted in Commercial and Mixed Use (MU) land use designations. Temporary uses (i.e., fewer than 180 days) may be permitted through a Director Review or Special Event permit. Longer-term or permanent operations shall be permitted through a use permit. The following standards and guidelines shall apply to all operations:

5. CHAPTER 22 – FIRE SAFE STANDARDS

22.110 Emergency Access.

Road and street networks, whether public or private, unless exempted under Section 22.020(e), shall provide for safe access for emergency wildland fire equipment and civilian evacuation concurrently, and shall provide unobstructed traffic circulation during a wildfire emergency consistent with this section.

J. Driveways.

All driveways shall be constructed to provide a minimum of one 10-foot traffic lane.

1. Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart.

2. A turnaround shall be provided at all building sites on driveways over 300 feet in length, and shall be within 50 feet of the building.

3. Driveways shall be designed and maintained to support at least 36,000 pounds.

6. CHAPTER 25 – SHORT-TERM RENTALS

25.015 General Requirements and Applicability.

C. Unless explicitly states otherwise in this Chapter, short-term rentals covered by this Chapter shall operate in compliance with this Chapter, Chapter ~~5-605.65~~ of the Mono County Code, and all applicable Area Plan policies,¹⁴ and must exhibit no reasonable opposition from neighbors within 500 feet of the subject parcel.

D. Pursuant to Chapter ~~5.605.65~~ of the Mono County Code and the required Short-Term Rental Activity Permit, short-term rentals covered by this Chapter shall be specific to the owner and shall terminate upon a change of ownership.

7. LAND USE DESIGNATION CHANGES

- Sunny Slopes (636 Owens Gorge Road) – APN: 062-070-035 from SFR- ½ to Public Facilities (PF) designation.



- Benton (36 Christie Lane) - APN: 024-131-029 change the housing portion of the parcel from Public Facilities (PF) to Mixed Designation (MD). Multi-Family Residential (MFR-L) for the western half of the parcel (indicated by the gray polygon) and Public Facilities (PF) for the eastern half of the parcel.



Exhibit A: Part 3

CHAPTER 16 – ACCESSORY DWELLING UNITS

Sections:

16.010	Intent.
16.020	Definition.
16.030	Applicable Land Use Designations.
16.040	General Provisions.
16.050	Standards for Accessory Dwelling Units.

16.010 Intent.

The intent of this chapter is to allow for Accessory Dwelling Units in accordance with State law in order to provide additional affordable housing opportunities, including housing for the elderly in Mono County.

16.015 Consistency with State Law

This chapter is consistent with State Law, including AB 881, AB 670, AB 587, AB 671, AB 68, and SB 13.

16.020 Definition.

"Accessory Dwelling Unit" (also referred to as "dependent," "Secondary Housing," or "granny unit") means residential occupancy of a living unit located on the same parcel as the primary residential unit. It provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary unit is situated. An Accessory Dwelling Unit shall meet the minimum regulations for an efficiency dwelling unit in the California Building Code.

The Accessory Dwelling Unit can be either attached to or detached from the primary residential unit but in either case shall have similar architectural elements as the primary unit (i.e., materials, textures, colors, etc.; see 16.050 G below). The Accessory Dwelling Unit shall be clearly subordinate to the primary unit.

“Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. The junior accessory dwelling unit must contain cooking facilities.

Utilities that are installed for future expansion, such as stub outs that would allow a kitchen to be installed at a later date, shall be considered as complete cooking facilities in accessory dwelling units. In units required by deed restriction, complete cooking facilities shall be installed resulting in a usable kitchen at final permit issuance, and interior access between attached units shall be no more than a single personnel door.

16.030 Applicable Land Use Designations.

An Accessory Dwelling Unit **and Junior Accessory Dwelling Unit** may be permitted in any land use designation that allows single-family residences as a permitted use or as allowed in Specific Plan (SP) areas subject to the General Provisions below.

16.040 General Provisions.

- ~~A. On parcels less than 7,500 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 500 sq. ft. in size may be permitted with a building permit.~~
- ~~B. On parcels of 7,500 sq. ft. up to 10,000 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 640 sq. ft. in size is allowed with a building permit. A detached Accessory Dwelling Unit not exceeding 640 sq. ft. may be permitted by application for a Director Review.~~
- ~~C. On parcels of 10,000 sq. ft. up to one acre in net area, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit.~~
- ~~D. On parcels one acre or greater, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit. In this same parcel size range, an Accessory Dwelling Unit exceeding 640 sq. ft. but not exceeding 1,400 sq. ft. in size (attached or detached) may be permitted by application for a Director Review. In this same parcel size range, an Accessory Dwelling Unit exceeding 1,400 sq. ft. may be permitted by application for a use permit.~~
- A. Accessory Dwelling Units are permitted with a building permit if any of the following instances apply:
- (i) The accessory dwelling unit or junior accessory dwelling unit is located within a single-family dwelling or existing space of a single-family dwelling, whether existing or proposed, or accessory structure and may include an expansion of not more than 150 square feet beyond the physical dimensions of the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. The space must have exterior access. Side and rear setbacks must meet fire protection standards and prevent snow shedding onto adjacent properties.
 - (ii) One-bedroom detached accessory dwelling units not exceeding 850-square feet and two-bedroom accessory dwelling units not exceeding 1,000-square feet. The unit may not exceed four-foot side and rear yard setbacks and must meet fire and safety standards, including prevention of snow shedding onto adjacent properties.
 - (iii) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. An existing multifamily unit is allowed at least one accessory dwelling unit or up to, and not exceeding, 25 percent of the existing multifamily dwelling units.
 - (iv) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling. Side and rear yard setbacks may be reduced to four feet provided the design demonstrates snow will not shed onto adjacent properties and fire safety standards are met.
- B. The following accessory dwelling units that do not qualify under 16.040A may be permitted through Director Review:
- (i) One-bedroom units between 850 and 1,400-square feet;
 - (ii) Two-bedroom units between 1,000 and 1,400-square.
- C. Accessory dwelling units that do not qualify under 16.040A and exceed 1,400-square feet may be permitted through Use Permit.

- E. Square footage of accessory dwelling units shall be calculated based on the exterior dimensions of the unit. All interior living space shall count toward the total square footage of the unit.
- F. Consistent with Government Code section 65852.2, ministerial reviews shall occur within ~~120~~ 60 days after receiving an accessory dwelling unit application, ~~unless the accessory dwelling unit is built concurrently with the primary unit.~~

16.050 Standards for New Accessory Dwelling Units.

- A. All construction shall conform to the height, setback, lot coverage, fees (including school impact fees and fire district fees), snow storage, and other development requirements applicable to residential construction in the land use designation in which the property is located. ~~Side and rear yard setbacks may be reduced to four feet provided the design demonstrates snow will not shed onto adjacent properties. The unit shall be exempt from development impact fees if less than 750-square feet and all units are exempt from Housing Mitigation Ordinance (HMO) fees.~~
- B. If a well and/or septic system is/are to be utilized, a clearance letter shall be obtained from the Environmental Health director and shall accompany the building permit application (or if applicable, the Director Review or Use Permit application). For Accessory Dwelling Units that are served by a public water and/or sewer system, a letter from the serving entity that indicates adequate service shall be submitted as part of the application.
- C. ~~One of the units on the parcel must be owner occupied if the property contains a junior accessory dwelling unit (either the primary unit or the junior accessory dwelling unit); for detached accessory dwelling units, there is no owner occupancy requirement. For units that do not qualify under 16.040.A, one unit on the property must be owner occupied.~~
- D. ~~If the Accessory Dwelling Unit is 640 sq. ft. or less in size, one off-street parking space must be provided for the Accessory Dwelling Unit in addition to parking required for the primary unit. If the Accessory Dwelling Unit is larger than 640 square feet, two parking spaces must be provided for the Accessory Dwelling Unit in addition to parking required for the primary unit, if it contains two or more bedrooms. Parking shall be in accordance with Chapter 06 of the Mono County Land Use Element, unless the following instances exist, in which case. Required parking shall be one space for a one-bedroom unit and two spaces for units of two or more bedrooms, and is in addition to the required parking for the primary unit. There is no parking requirement for studio units. No parking standards shall be imposed in the following instances:~~
 - (1) The accessory dwelling unit is located within one-half mile of public transit.
 - (2) The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - (3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
 - (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - (5) When there is a car-share vehicle located within one block of the accessory dwelling unit.
- E. Whether attached or detached, the Accessory Dwelling Unit shall be architecturally compatible with the primary residence. The Community Development Department shall determine the architectural compatibility of the structures and shall consider roofing, siding, trim, door and window frame colors ~~and materials; roofing, siding, trim, door, and window materials;~~ roof slope and pitch; and wall articulation, roof line articulation, eaves,

railings, chimneys, porches, and similar features; landscaping should also be considered in helping to make the units compatible. The Accessory Dwelling Unit shall be clearly subordinate to the primary unit in terms of size and placement on the property. If attached, the two units shall have the appearance of a single-family residence; the Accessory Dwelling Unit entrance shall be located on the side or rear of the building.

- F. Pursuant to the California Building Code, accessory dwelling units shall not be required to provide fire sprinklers if they were not required for the primary residence. Accessory dwelling unit utility connections and related fees shall comply with Government Code section 65852.2.
- G. No passageway shall be required in conjunction with the construction of an accessory dwelling unit. No setback shall be required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than ~~five~~ four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage, provided the design demonstrates snow will not shed onto adjacent properties and fire safety standards are met.
- H. Short-term rentals are prohibited in units that qualify under 16.040A; units qualifying under 16.040B and 16.040C are subject to Mono County's short-term rental regulations (see Chapter 25 and Mono County Code Chapter 5.65).
- I. A height limit of 16 feet shall be imposed on units that are between the standard side or rear setback under the land use designation and the minimum allowed reduced setback of four feet under 16.050A.*

*Proposed language



1
2
3
4
5
6
7
8
9

**RESOLUTION R21-01
A RESOLUTION OF THE MONO COUNTY PLANNING COMMISSION
INITIATING AND RECOMMENDING THAT THE BOARD OF SUPERVISORS
ADOPT GENERAL PLAN AMENDMENT (GPA) 21-01 CONSISTING OF THREE PARTS: 1)
SAFETY ELEMENT; 2) ANNUAL CLEANUP; AND 3) CHAPTER 16, ACCESSORY DWELLING
UNITS, IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
(CEQA)**

10
11
12

WHEREAS, state planning law (Government Code §65302 (g)(1)) requires a Safety Element to provide "...for the protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, slope instability leading to mud slides and landslides, liquefaction, and other seismic and geologic hazards known to the legislative body, flooding, and wildland and urban fires;" and

13
14
15

WHEREAS, state planning law (Government Code §65302 (g)(2)) requires comprehensive update to the fire section of Safety Elements upon revision of the Housing Element on or after January 1, 2014 (Government Code §65302 (g)(1)); and

16
17
18

WHEREAS, in accordance with the Federal Disaster Mitigation Act of 2000 (Public Law 106-390) revision of a local hazard mitigation plan adopted on or after January 1, 2017 requires the Safety Element to be reviewed and updated to address climate adaptation and resiliency strategies (see Government Code §65302(g)(4); and

19
20

WHEREAS, Mono County adopted the "Mono County and the Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan (including the Mono County Community Wildfire Protection Plan)" (MJHMP) on May 21, 2019 and the "2019-2027 Mono County Housing Element" on November 5, 2019, which triggered a comprehensive update to the Safety Element; and

21
22

WHEREAS, the Planning Commission conducted a workshop on August 20, 2020, to review and make recommendations on the new policies and actions proposed in the draft Safety Element; and

23
24
25

WHEREAS, as an outcome of the annual General Plan review, several adjustments to the Land Use Element of the General Plan are proposed to make technical corrections, minor additions, and respond to changes in State law; and

26
27
28

WHEREAS, recent changes to state law intended to streamline the construction of ADUs to help address the statewide housing crisis by reducing restrictive regulations and lessening the need for discretionary review triggered a comprehensive update to Land Use Element, Chapter 16, ADUs; and

1 **WHEREAS**, workshops on the proposed changes to Chapter 16, ADUs were conducted at the
2 August 8, 2020, Planning Commission meeting and at the November 17, 2021, and May 11, 2021, Board of
3 Supervisors meetings; and

4 **WHEREAS**, the Community Development Department conducted public outreach via the Regional
5 Planning Advisory Committees, including Antelope Valley, Bridgeport Valley, Mono Basin, June Lake,
6 and Long Valley to receive public input and community feedback on all three components of proposed
7 amendment; and

8 **WHEREAS**, in accordance with the California Environmental Quality Act and CEQA Guidelines
9 Section 15164, a 2019 Addendum to the final Environmental Impact Report (EIR) for the 2015 Regional
10 Transportation Plan, General Plan, Countywide Integrated Waste Management Plan, and Noise Ordinance
11 Updates, and Repeal of the Conway Ranch Specific Plan certified December 2015 is proposed; and

12 **WHEREAS**, an Addendum to the 2015 Regional Transportation Plan (RTP)/General Plan Update
13 Environmental Impact Report (EIR) was prepared for GPA 21-01; and

14 **WHEREAS**, on May 20, 2021, the Planning Commission held a duly noticed public hearing
15 regarding GPA 21-01; and

16 **WHEREAS**, having reviewed and considered all the information and evidence presented to it,
17 including public testimony, written comments, staff reports and presentations, the Planning Commission
18 recommends that the Board of Supervisors make required findings and adopt GPA 21-01 amending text in
19 the General Plan Safety Element and Land Use Element.

20 **NOW, THEREFORE, THE MONO COUNTY PLANNING COMMISSION HEREBY
21 FINDS, RESOLVES, AND RECOMMENDS AS FOLLOWS:**

22 **SECTION ONE:** The Planning Commission initiates GPA 21-01.

23 **SECTION TWO:** The Planning Commission certifies the Addendum for GPA 21-01.

24 **SECTION THREE:** The Planning Commission makes the following findings for General Plan
25 Amendment 21-01:

26 1. All text changes to the Safety Element and Land Use Element of the Mono County General
27 Plan, which are attached hereto as Exhibit A and incorporated herein by reference, are
28 consistent with:

- 29 a. The text and maps of the General Plan;
- 30 b. The goals and policies contained in applicable area plans;
- c. The sites of the proposed changes are suitable for any of the land uses permitted
 within that proposed land use designation;
- d. The proposed changes are reasonable and beneficial at this time; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

e. The proposed changes will not have a substantial adverse effect on surrounding properties.

SECTION FOUR: The Planning Commission recommends that the Board of Supervisors adopt GPA 21-01 and certify the Addendum.

PASSED AND ADOPTED this 20th day of May 2021, by the following vote:

AYES: Chris Lizza, Scott Bush, Jora Fogg, Roberta Lagomarsini,

NOES:

ABSENT:

ABSTAIN:


Patricia Robertson (Jul 8, 2021 13:58 PDT)

Patricia Robertson, Chair

Attest:



Heidi Willson, Commission Secretary

Approved as to form:


Christy Milovich (Jul 12, 2021 09:19 PDT)

Christian Milovich, Assistant County Counsel

MONO COUNTY GENERAL PLAN

SAFETY ELEMENT

TABLE OF CONTENTS

I. INTRODUCTION 1

- Relationship to Other Elements and Plans 1
- Mono County Master Environmental Assessment (MEA) 1
- Climate Change Vulnerability Assessment 1
- Mono County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) 1
- Fire Plans 2
- Emergency Operations Plan (EOP) 2
- Mono County Land Development Regulations 2
- Airport Land Use Compatibility Plans 2
- Federal Agency Documents 2

II. ISSUES/OPPORTUNITIES/CONSTRAINTS 3

- Seismic Hazards 3
 - Earthquakes 3
 - Fault Movement 3
 - Ground Shaking 3
 - Ground Failure 3
- Other Geologic Hazards 4
 - Rockfall, Mudflow and Landslide Hazards 4
 - Subsidence 4
 - Volcanic Hazards 4
- Flooding 5
 - Flood Hazards 5
 - Dam Failure 5
 - Seiches 5
- Fire 5
 - Wildland Fires 5
 - Structural Fires 6
- Avalanche 6
 - Avalanche Hazards 6
 - Avalanche Studies and Maps 7
 - Avalanche Monitoring and Evacuation 7
- Evacuation Routes 7

III. POLICIES 8

I. INTRODUCTION

State Planning law (Government Code § 65302 (g)) requires the Safety Element of a General Plan provide "for the protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, slope instability leading to mud slides and landslides, liquefaction, and other seismic and geologic hazards known to the legislative body, flooding, and wildland and urban fires." In addition, the General Plan Guidelines state that the aim of the Safety Element is to "reduce the potential risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, earthquakes, landslides and other hazards."

This Element outlines goals, policies and implementation measures designed to reduce the risk from locally significant natural hazards to an acceptable level. Successful implementation of this Element should reduce the loss of life, injuries, major damage to property, and the economic and social dislocation which may result from public safety hazards. Maps of known natural hazard areas are included in the **Master Environmental Assessment (MEA)**, the General Plan map at <https://monomammoth.maps.arcgis.com/home/>, and the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) at https://www.monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/9617/mono_county_mjhmp_final_052919_w-appdx.pdf.

RELATIONSHIP TO OTHER ELEMENTS AND PLANS

Issues and policies presented in this Element are closely linked to the Land Use, Conservation and Open Space, Housing, and Circulation elements of the Mono County General Plan.

This Element outlines goals, policies and action items designed to reduce the risk from locally significant hazards to an acceptable level. A number of other planning documents also address hazards in the county. A complete list of those documents is included in the Safety section of the Mono County Master Environmental Assessment.

MONO COUNTY MASTER ENVIRONMENTAL ASSESSMENT (MEA)

The MEA contains background information on hazards in the county including maps of known hazard areas and is complemented by additional information and maps in the 2015 Environmental Impact Report for the General Plan/Regional Transportation Plan Update at (<https://monocounty.ca.gov/planning/page/general-plan-eir>).

CLIMATE CHANGE VULNERABILITY ASSESSMENT

Section 65302 of the California Government Code requires every general plan safety element to include a vulnerability assessment identifying the risks that climate change poses and the geographic areas at risk from climate change impacts. The Mono County Vulnerability Assessment was completed in 2018 and includes the technical basis for informing policies that address changing vulnerabilities as a result of climate change included in this element. **A copy of the assessment is available by request from the Community Development Department.**

MONO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (MJHMP)

The Mono County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) addresses the unincorporated areas of Mono County as well as the Town of Mammoth Lakes, the county's only incorporated area. It also considers areas outside the county that either may impact areas within the county; e.g., Rock Creek Lake in Inyo County, or that are accessed from the county; e.g., Reds Meadow in Madera County. The MJHMP is a planning document intended to identify

MONO COUNTY GENERAL PLAN

hazards and provide mitigation so impacts to people and property from identified hazards can be minimized. The MJHMP is incorporated by reference and cross-referenced when applicable.

FIRE PLANS

The Mono County California Community Wildfire Protection Plan (CWPP) outlines fire hazards in Mono County, analyzes existing local preparedness and firefighting capabilities, and contains suggested solutions to address identified hazards. In addition, local fire protection districts, in some cases, have local community wildfire protection plans (CWPP) or other fire protection planning documents. The CWPP and local fire district plans are integrated into the Mono County MJHMP.

EMERGENCY OPERATIONS PLAN (EOP)

The Mono County Emergency Operations Plan (EOP) addresses specific emergency procedures for a variety of events, including natural hazard events, terrorism, airplane crashes, bioterrorism, etc. The EOP is available by request from the Mono County Sheriff's office, which is also the Mono County Office of Emergency Services. The Town of Mammoth Lakes also has an Emergency Operations Plan.

MONO COUNTY LAND DEVELOPMENT REGULATIONS

The Mono County Land Development Regulations in the Land Use Element contain regulations that specifically address flood and fire hazards; i.e., Chapter 21, Floodplain Regulations, and Chapter 22, Fire Safe Regulations.

AIRPORT LAND USE COMPATIBILITY PLANS

The Airport Land Use Compatibility Plans for the County airports address safety issues at Bryant Field in Bridgeport and at Lee Vining Airport. Mammoth Yosemite Airport, which is owned and operated by the Town of Mammoth Lakes, also has an Airport Land Use Compatibility Plan. Those plans focus primarily on safety issues related to land use in the area surrounding the airports.

FEDERAL AGENCY DOCUMENTS

The majority of the land in Mono County is public land. The various state and federal agencies responsible for the management of those lands have land management plans and specific hazard management plans such as fire safety plans that address hazard prevention on public lands. In addition, federal agencies responsible for certain hazards, such as the US Geological Survey, have documents that focus on specific hazards in the county such as volcanic hazards.

II. ISSUES/OPPORTUNITIES/CONSTRAINTS

Significant potential hazards to public health and safety exist in Mono County. The Safety Element contains a discussion, goals and policies for hazards that pose the greatest risk including avalanches; floods; fires; geologic hazards such as landslides, mudflows, and seismic hazards; and volcanic eruptions. The following section briefly discusses the constraints to development posed by each of these high-risk hazards. In addition, the County's Multi-Jurisdictional Hazard Mitigation Plan contains additional measures to address these and other hazards that may affect the county's population and assets. Additional hazards addressed by the Multi-Jurisdictional Hazard Mitigation Plan include dam failure, diseases and pests, drought, earthquake, extreme heat, severe wind, hazardous materials, severe winter weather and snow, wildlife collisions, and climate change-related hazardous conditions.

SEISMIC HAZARDS

Earthquakes

Mono County covers an area that is relatively young by geologic standards. It is located at a stress point where the earth's crustal plates are exerting opposite pressures against each other. This combination creates both "tectonic" earthquakes (e.g., land mass movement) and volcanic activity that can trigger earth shaking (e.g., magma chamber movement and lava dyke formations).

Fault Movement

Earthquakes are usually caused by sudden movement along geologic faults. The California Department of Conservation, Division of Mines and Geology (DMG), has evaluated potentially and recently active faults throughout Mono County including most of the community areas. Based upon these DMG studies, fault hazard zones (Alquist-Priolo Special Studies Zones) have been designated for the county (see the **General Plan Map or MJHMP**).

Ground Shaking

The primary seismic hazard in the county is strong to severe ground shaking generated by movement along active faults. The entire county, except for a small portion of the Sierra crest, is in an area where intense ground shaking is possible. This area has been designated as a Seismic Zone D, the zone of greatest hazard defined in the California Building Code. Probabilistic Seismic Hazard Assessment (PSHA) maps prepared by the California Geological Survey (CGS) and the USGS show that the areas with the greatest earthquake shaking hazard in Mono County include the Long Valley Caldera, the western portion of the Mono Basin extending north along the Eastern Sierra escarpment, the western edge of the White Mountains, the southeast corner of the county around Oasis, and the northern tip of the county around Topaz.

The Long Valley-Mammoth Lakes region has experienced numerous earthquakes caused by the movement of magma below the earth's surface. The oval-shaped Long Valley Caldera spans an area approximately 10 by 20 miles, and is among the largest volcanoes in the continental United States. Scientists suspect that the earthquakes are caused by shifts of buried stone slabs that are made unstable as magma moves within the volcano.

Ground Failure

Ground failure induced by ground shaking includes liquefaction, lateral spreading, lurching, and differential settlement, all of which usually occur in soft, fine-grained, water-saturated sediments, typically found in valleys. Areas at high risk are mapped in the **MJHMP**. During the 1980 Mammoth Lakes earthquake sequence, ground failure was prevalent at Little Antelope

Valley, along margins of the Owens River in upper Long Valley, along the northwest margins of Lake Crowley, and along Hot Creek Meadow.

All of Mono County is situated within Seismic Zone D, and consequently new construction in the county must comply with stringent engineering and construction requirements. Existing buildings that may be subject to seismic hazards must comply with the requirements of the unreinforced masonry building law (Government Code § 8875).

OTHER GEOLOGIC HAZARDS

Rockfall, Mudflow and Landslide Hazards

Rockfalls and landslides are particularly common along the very steep slopes of the eastern scarp of the Sierra Nevada, where talus slopes provide evidence of abundant past rockfalls. During the winter and spring months, rockfalls can be lubricated with snow and ice and can become extremely fast moving and destructive. Landslides in areas of hilly and mountainous terrain can be triggered by ground shaking, heavy rains or human activities such as road cuts, grading, construction removal of vegetation, and changes in drainage.

The state Department of Conservation, Division of Mines and Geology has yet to prepare maps of earthquake-induced landslide hazards for Mono County as required by the Seismic Hazards Mapping Act. However, a landslide susceptibility map is included in the MJHMP based on California Geological Society mapping. Maps of rockfall hazard areas are based upon slope conditions and local and historical knowledge. Community areas in the county affected by rockfall hazards include Lundy Canyon and the June Lake Loop (primarily the Down Canyon area). The remaining rockfall risk areas are outside community areas.

Mud and debris flows involve very rapid downslope movement of saturated soil, sub-soil, and weathered bedrock. Large mud and debris flows, such as the one that occurred in 1989 in the Tri-Valley area, can be destructive, particularly at the mouths of canyons. Previous evidence of extensive mud and debris flows are evident in the large alluvial fans in the Tri-Valley area.

Subsidence

Subsidence in Mono County has been caused primarily by the tectonic movement of the earth and the movement of magma beneath the Long Valley Caldera. During the May 1980 sequence of earthquakes near Mammoth Lakes, the ground surface dropped about four inches at several locations near the Hilton Creek fault, and up to 12 inches of vertical offset occurred along the Mammoth Yosemite Airport fault zone. Magma movement in the Long Valley Caldera has caused bulging of the resurgent dome in the Casa Diablo area by about two and a half feet since 1980.

No subsidence has been observed in the county due to fluid withdrawals, or hydrocompaction of water impoundment. All major groundwater basins (see the **MEA**), however, have been identified by the Division of Mines and Geology as areas where subsidence could occur as a result of excessive groundwater pumping. None of these basins are identified as medium or high priority under the Sustainable Groundwater Management Act (SGMA) except, possibly, the Owens Valley basin in the Tri-Valley, which has been reprioritized from a medium to low basin.

Volcanic Hazards

Evidence of volcanic activity in Mono County extends from Black Point north of Mono Lake to the deposits of Bishop Tuff in southern Mono County. The source of volcanic risk in Mono County is the Inyo-Mono crater chain and the Long Valley Caldera. Vents in the Inyo-Mono crater chain have erupted about every 500 years over the last 2,000 to 3,000 years, with the most recent eruption occurring approximately 500 years ago. Eruptions in the Long Valley Caldera have occurred approximately every 2,000 years over the last 7,000 years. The volcanic hazards

mapped in the **MJHMP** estimate the extent of explosive blasts, hot flowing material, and ash flow.

FLOODING

Flood Hazards

The Federal Emergency Management Agency (FEMA) has prepared Flood Insurance Rate Maps illustrating 100-year flood hazard areas for several streams. Floods in these areas have a 1% probability of occurring in any given year. Such flooding could result in the loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief. Flood losses may be increased by the cumulative effect of obstructions in flood hazard areas that increase flood heights and velocities, and when inadequately anchored, can damage downstream uses.

Flooding is a potential risk to private properties situated in the vicinity of several waterways within the county. The community areas most likely to be impacted by a 100-year flood include properties along the East and West Walker River, Reversed Creek, and Spring Canyon Creek including portions of the Antelope Valley, Bridgeport Valley, the June Lake Loop, and the Tri-Valley area (see **General Plan maps**).

Some FEMA maps lack information regarding the base flood elevation, and are therefore of limited use for local development review and site-specific planning purposes. Some maps lack information concerning local alluvial fan and mudflow hazards. There is a significant need to update the flood hazard maps where these deficiencies exist. The California Department of Water Resources publishes flood-awareness area maps that, while non-regulatory, can provide additional flooding potential information, particularly for areas that remain unmapped by FEMA.

Dam Failure

The Mono County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) indicates that 22 dams are located in Mono County. The Lower and Upper Twin Lakes, Lundy Lake, Long Valley/Crowley Lake, Rush Creek meadows, and Saddlebag dams are identified as presenting some threat to downstream developed areas if dam failure were to occur.

The **MJHMP** illustrates the areas subject to flood hazards and dam failure inundation.

Seiches

Seiches are earthquake-generated waves within enclosed or restricted bodies of water such as lakes and reservoirs. Similar to the sloshing of water in a bowl or a bucket when it is shaken or jarred, seiches can overtop dams and pose a hazard to people and property within their reach. There is no available evidence that seiches have occurred in Mono County lakes and reservoirs.

FIRE

Wildland Fires

The combination of highly flammable fuel, long dry summers and steep slopes creates a significant natural hazard of wildland fire potential in most of Mono County. Wildland fires can result in death, injury, economic loss, and significant public investment in firefighting efforts. Woodlands and other natural vegetation can be destroyed resulting in a loss of timber, wildlife habitat, scenic quality and recreational resources. Soil erosion, sedimentation of fisheries and reservoirs, and downstream flooding can also result.

Fire hazard severity has been mapped by Cal Fire for most of the privately owned land in Mono County. Portions of the Antelope Valley, Sonora Pass (Sonora Junction), Swauger Creek, Lundy

Canyon (Mono Basin), June Lake, Upper Owens, Mammoth Vicinity, and Long Valley Planning Areas are in the High Fire Hazard Severity Zone. Portions of June Lake and Sonora Junction are in Very High Fire Severity Zones. Most of the Bridgeport Valley, Mono Basin and Tri-Valley Planning Areas are mapped Moderate Hazard Severity Zones.

The Mono County Community Wildfire Protection Plan (CWPP) and the Cal Fire San Bernardino/Inyo/Mono Unit Fire Plan are incorporated by reference into this Safety Element. The CWPP provides community-level data concerning fire hazards in the county, including community fuel reduction treatment areas and fuel breaks and other wildfire mitigation recommendations, particularly in Wildland-Urban Interface areas.

Much of the privately owned land in the county is located outside of fire protection districts, and therefore lacks formal emergency fire protection service. It is difficult for existing fire districts to receive additional property tax revenues for annexation of these unserved areas, or for new fire districts to be formed. Consequently, future development in these areas without adequate fire protection will be limited.

The State of California has adopted wildland protection regulations for future development in the State Responsibility Area (SRA); Mono County has adopted and periodically updates a local ordinance that has the same practical effect as the Cal Fire regulations (Mono County Land Use Element Ch. 22, Fire Safe Regulations).

These fire safe regulations address requirements for adequate clearance of flammable vegetation around individual structures and clusters of structures and construction methods to prevent the spread of fire from the wildland to structures, and from structures to wildlands. Minimum water capacities for fire protection purposes are established in the regulations to ensure the availability of water for fire suppression purposes. Adequate road widths and load capacities are required to ensure ready movement of fire engines, and other heavy firefighting equipment to developed areas of the county; the Mono County Department of Public Works also has established similar road improvement standards for new development.

Structural Fires

The 11 fire protection districts in the county provide fire-prevention services through such activities as education and development review. The districts also provide varying levels of fire suppression and emergency medical response services to community areas. The MJHMP and 2015 General Plan/Regional Transportation Plan Environmental Impact Report provides a summary description of fire district service levels and capabilities, including the general capabilities and availability of local community water service in the county.

AVALANCHE

Avalanche Hazards

Although avalanches in Mono County occur primarily on national forests in the Sierra Nevada backcountry, some avalanche hazards present a significant risk to community areas. Both property damage and loss of life have resulted from avalanches in Mono County. Community areas influenced by avalanche hazards include Twin Lakes (Bridgeport area), Virginia Lakes, Lundy Lake, Mono Basin, June Lake, Long Valley/McGee Creek, Mammoth Vicinity and Wheeler Crest. In addition, roadway sections threatened by potential avalanches include portions of Lower Rock Creek Road; US 395 at Long Valley, Wilson Butte, and just north of Lee Vining; S.R. 158 entering the June Lake Loop; and several County roads entering eastern-slope community areas.

Avalanche Studies and Maps

In accordance with State law, avalanche hazard maps have been developed to illustrate areas of known avalanche occurrences. These maps were prepared by five Board-appointed avalanche advisory committees consisting of local residents and landowners. All pertinent information concerning the work of the five appointed committees and the avalanche policy formulation process – including committee recommendations and position papers – is posted as part of the General Plan maps and on file in the county Planning Division. Other County avalanche hazard studies prepared by avalanche consultants and that project potential avalanche run-out areas, and an archive of photographs documenting evidence of avalanche damage and occurrences are also on file in the Planning Division.

Avalanche Monitoring and Evacuation

A backcountry avalanche monitoring program is operated by the Eastern Sierra Avalanche Center. This monitoring program issues avalanche hazard warnings during periods of high avalanche danger in the backcountry. The county Sheriff's Department keeps in contact with avalanche experts and should a hazardous situation develop, advises those within the hazard-prone area of the critical nature of the hazard.

EVACUATION ROUTES

The Mono County Multi-Jurisdictional Hazard Mitigation Plan indicates that major routes (State and County), immediate access routes to community areas, and internal community street systems could be subject to closure by avalanches, landslides, snow and fog whiteouts, and flooding. In addition, imminent hazards such as high avalanche hazard conditions could prohibit travel even along open access routes. Several community areas have only a single access route, including portions of June Lake, McGee Creek, Crowley Lake, and Chalfant, and the entire community of Swall Meadows. Area Plan policies call for development of additional emergency access routes into these community areas.

The Mono County Multi-Jurisdictional Hazard Mitigation Plan, sets general evacuation procedures and available routes during all seasons for various emergency situations.

III. POLICIES

GOAL 1. Avoid the exposure of people and improvements to unreasonable risks of damage or injury from earthquakes and other geologic hazards.

Objective 1.A.

Direct development to occur in a manner that reduces the risks of damage and injury from seismic and other geologic hazards to acceptable levels.

Policy 1.A.1. In order to mitigate risk from seismic hazards such as surface fault-rupture, and other geologic hazards, regulate development near active faults, seismic hazard zones and other geologic hazards consistent with the provisions of the Alquist-Priolo Special Studies Zone Act and the Seismic Hazard Mapping Act.

Action 1.A.1.a. Applicable development proposals in Alquist-Priolo fault hazard zones, seismic hazard zones, or other known geologic hazard areas, shall provide a geologic or geotechnical report prior to project approval. The report shall:

- a. be funded by the applicant;
- b. be prepared by a registered geologist or certified engineering geologist;
- c. if a fault hazard, locate existing faults, evaluate their historic activity and determine the level of risk they present to the proposed development;
- d. if another geologic hazard, including a seismic hazard other than a fault hazard, locate site-specific geologic/seismic hazards affecting the project, identify areas containing geologic/seismic hazards that could adversely affect the site in the event of an earthquake or other geologic episode, and determine the level of risk they present to the proposed development;
- e. recommend measures to reduce risk to acceptable levels; and
- f. be prepared in sufficient detail to meet the criteria and policies of the State Mining and Geology Board, and to allow for review by the County's consulting geologist (see also Action 1.3).

Mitigation measures shall be included in the project plans and specifications and shall be made a condition of approval for the project.

Action 1.A.1.b. Require the scope of investigation for geologic and geotechnical reports to be commensurate with the complexity and exposure to risk of the proposed project. As an example, reports for hospitals, multi-story buildings, and other critical, sensitive, or high-intensity structures should be prepared in greater detail than those for lower-density wood-frame structures.

Action 1.A.1.c. Retain a qualified consulting geologist to review geologic/geotechnical studies prepared in accordance with Action 1.A.1.a. The consulting geologist shall evaluate the adequacy of the report, interpret or set standards where they are unclear, and advise the County of the report's acceptability. Project proponents shall be required to fund the costs associated with the County's consulting geologist's review of project geologic hazard studies. The County's consulting geologist shall be retained in conformance with the Mono County Environmental Handbook.

Action 1.A.1.d. During the initial project review process, encourage applicants to design or redesign their projects as necessary to avoid unreasonable risks from surface fault rupture and other geologic/seismic hazards. Work with the State Geologist to exempt from special geologic study requirements those projects that will clearly not be impacted by fault rupture or other geologic/seismic hazards.

Action 1.A.1.e. Deny applications for planning permits where geologic studies provide substantial evidence that the proposed project will be exposed to unreasonable risks from surface faulting, fault creep or other seismic hazards. Projects that include measures to reduce risks to acceptable levels may be approved. Consistent with Seismic Hazard Mapping Regulations, "acceptable level" means a reasonable assurance of public safety, although structural integrity and continued functionality are not ensured.

Action 1.A.1.f. Work with the State Geologist to address development proposals in areas where recent geologic/seismic episodes have occurred, but where special study zones or seismic zones have yet to be delineated.

Action 1.A.1.g. Require that all applicants for County permits in delineated special study zones or geologic/seismic hazard zones be notified of the area's potential for surface displacement or other seismic/geologic hazards, and that they be referred to this Element, support documents, seismic hazard-zone maps (when available) and the Alquist-Priolo maps on file in the county Planning Division for further information.

Policy 1.A.2. Identify and mitigate seismic/geologic hazards to existing structures, and ensure that new construction is designed to withstand seismic/geologic events.

Action 1.A.2.a. Consider conducting a comprehensive survey of the structural condition of all buildings, and identify potentially hazardous buildings in accordance with the Unreinforced Masonry Building Law (Government Code Section 8875). Input the results into the GIS system and update as needed.

Action 1.A.2.b. Utilizing the structural survey detailed in Action 1.A.2.a., consider developing a mitigation program for potentially unsafe structures in accordance with the Unreinforced Masonry Building Law.

Action 1.A.2.c. Continue to require new construction to comply with the engineering and design requirements of Seismic Design Category D.

Action 1.A.2.d. The County may require geotechnical studies as necessary to comply with the California Building Code.

Policy 1.A.3. Identify areas of seismic and geologic hazards.

Action 1.A.3.a. Utilize historical data and geotechnical studies to designate areas of geologic hazards.

Action 1.A.3.b. Work with the Federal Emergency Management Agency, the State Department of Water Resources, and other appropriate agencies to designate alluvial fans and mudflow areas on Flood Insurance Rate Maps where appropriate.

Action 1.A.3.c. Coordinate with the US Geologic Survey and other research entities in volcanic hazard research and monitoring activities for the Long Valley Caldera and the Inyo-Mono Crater chain.

Action 1.A.3.d. Request the Division of Mines and Geology to establish Mono County as a priority area for mapping areas of ground shaking, liquefaction, and earthquake-induced landslides in accordance with Seismic Hazard Mapping Regulations.

Policy 1.A.4. Limit the intensity of development in seismic and other geologic hazard areas.

Action 1.A.4.a. Designate known hazardous areas for low-intensity uses in the Land Use Element; assign low-intensity land use designations for such areas.

Action 1.A.4.b. Utilizing the established land ownership adjustment process, facilitate land trades or purchases that result in placing properties subject to major geologic hazards into federal ownership or into the ownership of land conservation organizations.

Action 1.A.4.c. Through the permit process, including site plan review, direct development to avoid locating in hazardous areas.

Policy 1.A.5. Regulate land uses that may increase the potential for natural hazards, such as activities that disturb vegetative cover on steep slopes, or which could divert hazard flows toward down-gradient development.

Action 1.A.5.a. Prior to site development, require geotechnical evaluation of the potential for landslides and mudslides in applicable areas.

GOAL 2. Avoid exposure of people and improvements to unreasonable risks of damage or injury from flood hazards.

Objective 2.A.

Plan for and regulate development in flood hazard areas in a manner that protects people and property from unreasonable risks of damage due to flooding.

Policy 2.A.1. Seek to reduce the number of structures and regulate the placement of new structures and major renovation of existing structures, in the 100-year flood plain.

Action 2.A.1.a. Work with the Federal Emergency Management Agency (FEMA), the State Department of Water Resources, and other appropriate agencies to update flood hazard studies and FEMA National Flood Insurance Program (NFIP) maps for developing areas of the county.

Action 2.A.1.b. Continue to participate in the NFIP by enforcing and updating as necessary the provisions of the Mono County Flood Plain Regulations (Chapter 21 of the Land Development Regulations)

Action 2.A.1.c. In accordance with the stream setback requirements of the Mono County General Plan, require new development to set back adequately from surface waters for flood and habitat protection purposes. Any deviations from the stream setback requirements within the 100-year floodplain should be reviewed by the county Floodplain Administrator prior to permit issuance.

Action 2.A.1.d. Future development projects with the potential to cause substantial flooding, erosion, or siltation shall provide an analysis of the potential impacts prior to project approval. The analysis shall:

- a. be funded by the applicant;

- b. be prepared by a registered geologist or civil engineer;
- c. identify the nature of the hazard, and assess the impacts of the development on downstream development and resources; and
- d. recommend alternatives and/or mitigation measures to mitigate potential impacts to downstream resources to a level of non-significance, unless a statement of overriding considerations is made through the EIR process.

Mitigation measures shall be included in the project plans and specifications and shall be made a condition of approval for the project.

Action 2.A.1.e. Limit the intensity of development within the 100-year floodplain in the Land Use Element.

Action 2.A.1.f. Continue to implement Mono County Code Chapter 13.08, Land Clearing, Earthwork and Drainage Facilities, and update as necessary.

Action 2.A.1.g. Continue to address flood management issues during the planning and implementation of stream restoration efforts.

Action 2.A.1.h. Document past flood events and incorporate local data into the County GIS.

Action 2.A.1.i. Update the County GIS as new FEMA Flood Insurance Rate Maps and DWR flood-awareness area maps are made available.

Action 2.A.1.j. Seek priority funding from FEMA and the State Water Resource Control Board (SWRCB) to update the flood hazard maps of community areas where needed, including providing information regarding base-flood elevations, alluvial fans and mudflow hazards.

Action 2.A.1.j. Seek priority funding from FEMA and the SWRCB to establish a program to fund homeowners to lift existing residential structures out of the 100-year floodplain and fund buyouts for repetitive loss structures.

Action 2.A.1.k. Require flood proofing of existing public structures and critical facilities that are in the 100-year flood plain and 500-year floodplain.

Action 2.A.1.l. Regularly update and revise flood risk data and flood maps in coordination with FEMA to reflect the most current scientific data.

Action 2.A.1.m. Develop plans for phased use and adaptation of infrastructure that can be used as floodwater levels rise over time due to climate change.

GOAL 3. Avoid exposure of people and improvements to unreasonable risks of damage or injury from fire hazards.

Objective 3.A.

Plan for and regulate development in a manner that protects people and property by minimizing risks from wildland and structural fire hazards.

Policy 3.A.1. Continue to plan for wildfire protection in Mono County.

Action 3.A.1.a. The Mono County Community Wildfire Protection Plan (CWPP) Wheeler Crest CWPP, Mammoth Lakes CWPP, and any other CWPPs within Mono County, and the Cal Fire San Bernardino/Inyo/Mono Unit Fire Plan are incorporated by reference into this Safety Element.

Action 3.A.1.b. Ensure that the CWPP and Unit Fire Plan are updated as needed to contain up-to-date evaluations of fire hazards, assessments of assets at risk, prioritization of hazard mitigation actions, and implementation and monitoring elements.

Action 3.A.1.c. Facilitate implementation of development and education measures identified in the CWPP to protect human life and property, critical infrastructure, and natural resources from wildfire.

Action 3.A.1.d. Utilize fire hazard maps to identify and disclose wildland urban interface hazards. Fire hazard maps in the MJHMP and CWPP are incorporated by reference in the Element.

Action 3.A.1.e. Work with Cal Fire to update fire hazard mapping to reflect changing fuels and climate conditions. Upon release of updated hazard severity zones, incorporate revised mapping into the Safety Element and update community fire risk assessments contained in the CWPP.

Action 3.A.1.f. Facilitate distribution of information from the Great Basin Unified Air Pollution Control District to the public on the status of air quality as requested, provide alerts on poor air quality days, and include educational materials on the health effects of air pollution.

Action 3.A.1.g. Encourage local Fire Safe Councils to prepare community and parcel-specific CWPPs and, to the extent feasible, support recommended projects that emerge from these plans, such as activities that educate community members about fire risk and how to prepare and protect their own properties against fire risk.

Policy 3.A.2. Require adequate structural fire protection for new development projects.

Action 3.A.2.a. Development projects including subdivisions shall demonstrate the availability of adequate structural fire protection consistent with California Government Code §66474.02 and the California Building Code, including safe access for emergency vehicles, safe egress for residents, and adequate water supply prior to or as a condition of permit issuance. Applicants shall provide either a will-serve letter from the applicable fire protection district or a fire protection plan. The fire protection plan shall be part of the development application and shall identify the nature of the local fire hazard, assess the risk of wildland and structural fires presented by the project, and specify measures for detecting and responding to fires on the project site throughout all phases of the proposed development. Project approvals shall include a finding that adequate structural fire protection is or will be available.

Action 3.A.2.b. Require development projects within the sphere of influence of a fire protection district to annex into the district.

Action 3.A.2.c. Require the formation of a fire protection entity for specific plan areas that include significant residential uses, unless the area is within the Sphere of Influence of an existing local fire protection agency

Policy 3.A.3. Require new construction in State Responsibility Areas (SRAs) to comply with minimum wildland fire safe standards, including those established for emergency access, signing and building numbering, private water supply reserves for fire use, and vegetation modification, as contained in the county Fire Safe Ordinance (Ch. 22 of the Mono County Land Development Regulations) and consistent with State laws 4290 and 4291.

Action 3.A.3.a. Work with Cal Fire to implement the county's Fire Safe Regulations.

Action 3.A.3.b. Adopt the Wildland Urban Interface Building Codes, established by the Office of the State Fire Marshall.

Action 3.A.3.c. Request the Mono County Fire Services Association, which consists of the 11 fire protection districts in the county, to review and comment on fire protection plans and major development proposals situated outside existing fire district spheres of influence.

Action 3.A.3.d. When the subdivision ordinance is updated, consider a policy stipulating that approval of parcel maps and tentative maps in SRAs or very high fire hazard severity zones is conditional based on meeting the SRA Fire Safe Regulations and the Fire Hazard Reduction Around Buildings and Structures Regulations, particularly those regarding road standards for ingress, egress, and fire equipment access. (See Government Code §66474.02).

Action 3.A.3.e. Consider programming, as resources allow, emergency access routes identified in the MJHMP.

Action 3.A.3.f. Require development proposals to meet emergency access routes a specified in Chapter 22 of the Land Use Element and Public Resources Code §4290 and §4291.

Action 3.A.3.g. When the subdivision ordinance is updated, consider a requirement to identify fuel breaks in the layout/siting of subdivisions and an ongoing fuel break maintenance plan.

Action 3.A.3.h. Require development projects to provide ongoing maintenance of existing or proposed fuel breaks within the project site.

Policy 3.A.4. Mitigate fire hazards through the environmental and project review process.

Action 3.A.4.a. Consider the severity of natural fire hazards, the potential for damage from wildland and structural fire, the adequacy of fire protection, appropriate project modifications and mitigation measures consistent with this Element in the review of projects.

Action 3.A.4.b. Refer project proposals to local fire protection districts and Cal Fire for review and comment.

Action 3.A.4.c. Require on-site detection and suppression, such as automatic sprinkler systems consistent with the California Building Code.

Action 3.A.4.d. Limit the intensity of development in areas lacking adequate structural fire protection.

Policy 3.A.5. Assist fire protection districts in securing adequate funding for capital facilities and ongoing operations to serve new development.

Action 3.A.5.a. Assist fire protection districts in the establishment and implementation of appropriate funding sources – such as fees, exactions, charges, and assessments – to enable existing fire districts to annex appropriate areas, and to enable new fire protection districts to be formed.

Policy 3.A.6. Consider mitigating fire hazards in previously developed areas that do not meet current fire safe development standards.

Action 3.A.6.a. Consider identifying and mapping existing housing that does not conform to current fire standards in terms of building materials, access, and vegetative hazards as identified in the CWPP.

Action 3.A.6.b. Consider developing plans to address the substandard housing identified above, including structural rehabilitation, occupancy reduction, fuels hazard reduction projects, community education, and improvements pertaining to access, fire flows, signage, and defensible space.

Policy 3.A.7. Reduce fuel around developed areas throughout the county to minimize wildland fire hazard risks to people and property.

Action 3.A.7.a. Review the County’s land use designation maps to ensure that land uses near high or very-high-hazard fire severity zones are compatible with wildland fire protection and suppression activities.

Action 3.A.7.b. Consider amending the CWPP to establish wildfire defense zones around community areas (e.g., fuel breaks, shelter zones, back fire areas, and staging areas to support fire-suppression activities).

Action 3.A.7.c. Site and design development to minimize the likelihood of a wildfire spreading to structures by minimizing pockets or peninsulas, or islands of flammable vegetation within a development.

Action 3.A.7.d. Coordinate with Public Works, Cal Fire, U.S. Forest Service, local Fire Protection Districts, local Fire Safe Councils, and private property owners to maintain fuel breaks and appropriate flammable vegetation clearance along public and private roads.

Action 3.A.7.e. Support fuel management programs and plans, consistent with state law, that require fuel management/modification within established defensible space boundaries and when strategic fuel modification is necessary outside of defensible space, balance fuel management needs to protect structures with the preservation of native vegetation, wildlife, and sensitive habitats.

Action 3.A.7.f. Support appropriate fuel management projects to remove hazardous fuel loads and improve ecosystem health.

Action 3.A.7.g. Consistent with Senate Bill 1122 (2012) and Senate Bill 859 (2016), facilitate efforts to establish a biomass facility in the County, with the goal of reducing forest fuel loads and wildfire hazard risk.

Action 3.A.7.h. Support efforts by Fire Safe Councils and community groups to promote fire prevention, fuels treatments, invasive species control, and defensible space in the

WUI and assist in identifying and pursuing funding opportunities to complete these activities.

Action 3.A.7.i. Support incentive programs that provide free or affordable residential green waste disposal to encourage vegetation management on private property.

Policy 3.A.8. Mitigate the effects of fire hazards within Mono County.

Action 3.A.8.a. Implement the fire hazard mitigation recommendations contained in the CWPP, which pertain to addressing, public education, local preparedness and firefighting capabilities, home mitigation, and fuels modification projects.

Action 3.A.8.b. Work with other jurisdictions and agencies to prepare for Public Safety Power Shutoffs (PSPS) and support, to the extent feasible, viable plans to provide resources for the community and vulnerable populations during and after PSPS events.

Action 3.A.8.c. Develop community outreach and education programs to facilitate the distribution of information about PSPS events including the current status of outages in Mono County, how to prepare for PSPS events, and information on existing rebate and incentive programs to assist community members in purchasing emergency backup generators.

Action 3.A.8.d. Identify communities most in need of backup generators for continued water supply operation during PSPS and severe weather events. Work with those communities to obtain the appropriate equipment and permits.

Action 3.A.8.e. Consider developing incentive programs to assist private property owners with private wells in purchasing, installing, and maintaining a backup generator for continued access to their water supply during PSPS and severe weather events.

Action 3.A.8.f. Encourage the installation of generators to enable continued operation of community and private water systems during PSPS events or severe weather-related outages.

Action 3.A.8.g. Work with regional partners to identify a technology backup power system and energy resource center to provide alternative telecommunication services.

Policy 3.A.9. Ensure the existing and future transportation system within Mono County adequately supports fire protection and suppression activities.

Action 3.A.9.a. Work with local fire districts, Cal Fire and federal and state land management agencies to prioritize pertinent transportation-related recommendations in the CWPP.

Action 3.A.9.b. Ensure that the Mono County Regional Transportation Plan (RTP) and the Mono County Circulation Element contain adequate policies pertaining to fire infrastructure; e.g., turnouts, helispots, safety zones, and vegetation management programs for state and county streets and highways.

Policy 3.A.10. After a large fire, evaluate the potential to reduce future vulnerabilities to fire hazard risks through site preparation, redevelopment layout (when possible), landscape design, and fire-resistant building materials.

Action 3.A.10.a. Coordinate with appropriate public and private entities to remove debris and promote the sound, equitable, and expedient reconstruction of property

damaged/destroyed by wildfire and facilitate the upgrading of the built environment as expeditiously as possible.

Action 3.A.10.b. Seek resources to address fire hazard vulnerabilities and bring sub-standard development/subdivisions into compliance with current fire safe standards.

GOAL 4. Avoid exposure of people and improvements to unreasonable risks of damage or injury from avalanche hazards.

Objective 4.A.

Limit development that attracts concentrations of people in historical avalanche paths (Conditional Development Areas) during the avalanche season.

Policy 4.A.1. Prohibit new subdivisions, new winter commercial uses, and multi-family developments in conditional development areas unless proper mitigation is provided. A Conditional Development Area¹ denotes private property that has previously experienced avalanche activity.

Action 4.A.1.a. Prior to approving new development, other than single-family residential, in conditional development areas or within the Twin Lakes Avalanche Influence Area, the Planning Commission or Board of Supervisors shall either find:

- a. On the basis of a site-specific study by a qualified snow scientist, that the site is not within a potential avalanche hazard; or
- b. That the project has been designed by a registered civil engineer to withstand potential avalanche impact, or other appropriate structural mitigation measures have been incorporated into the project.
- c. Unless otherwise mitigated, all building sites created through new subdivisions shall be identified and located outside avalanche areas.

Action 4.A.1.b. Impose subdivision and use restrictions in conditional development areas through future rezoning and Use Permit conditions.

Policy 4.A.2. Promote seasonal rather than year-round land uses in conditional development areas.

Action 4.A.2.a. Require new commercial development projects in conditional development areas to discontinue operations during the avalanche season, unless mitigated as specified in Action 4.A.1.a. The avalanche season is considered to run from November 1 to April 15 of the following calendar year. Upon application, the Board of Supervisors may change the foregoing dates for specific areas if it finds that public health and safety will not be affected.

¹Conditional Development Areas have been identified by local avalanche advisory committees appointed by the Board of Supervisors. In some communities where insufficient historical data exist, the high-hazard zones identified in prior avalanche studies (i.e., Wilson, Beck, or Mears/Whitmore) have supplemented available historical information in defining the Conditional Development Area. The entire parcel shall be considered within the Conditional Development Area if any portion of a lot appears to be within the boundary. It should be noted the Conditional Development Areas are not highly precise and do not necessarily coincide with parcel lines.

Action 4.A.2.b. Encourage the use of seasonal trailers in conditional development areas where such use does not conflict with local land use designations or private restrictive covenants.

Policy 4.A.3. Utilizing the established land ownership adjustment process, facilitate land trades or purchases that result in placing properties, which on the basis of prior studies may be impacted by avalanches, into federal ownership or into the ownership of land conservation groups, for permanent open-space use.

Action 4.A.3.a. Survey landowners who own properties which, on the basis of prior studies, may be impacted by avalanches, for interest in land trades or purchases.

Action 4.A.3.b. Initiate land trade/purchase discussions between landowners and appropriate federal, state, or county agencies, or land conservation groups.

Action 4.A.3.c. Request applicable federal or state agencies to assign high- priority land acquisition status to private lands in areas that, on the basis of prior studies, may be impacted by avalanches.

Policy 4.A.4. Maintain and update historical avalanche data.

Action 4.A.4.a. Appropriate County agencies shall continue to compile avalanche data, including photographing and archiving avalanche damage when it occurs.

Action 4.A.4.b. The historical maps contained in the **MEA** should be revised and updated as necessary to reflect the run-out boundaries of actual avalanches; maps shall be compiled by the Planning Division and approved by the Board of Supervisors.

Action 4.A.4.c. Where the boundary of an actual avalanche area is in question, require site-specific analysis of the historical avalanche impact to the parcel prior to issuance of any County permits, other than building permits for single-family residential development. Such analysis should be conducted by a qualified snow scientist, and the conclusions of the analysis should be incorporated into this Element.

- APN 015-085-010-000 in June Lake: a site-specific avalanche study concluded this parcel is in the White Zone, which is a low-risk zone with an estimated return period of 300 years or impact pressures less than a gale force wind (21 lbs/ft²).²

Objective 4.B.

Inform residents and visitors of the potential avalanche hazards in or near local communities.

Policy 4.B.1. Inform affected persons of potential avalanche hazards in the area during the permit process and during transfer of property ownership.

Action 4.B.1.a. Designate community areas containing private lands influenced by historic avalanche path as "Avalanche Influence Areas" in this Element. The Avalanche Influence Area designation shall define community areas in which residents and visitors should be notified of where potential avalanche hazards exist in the vicinity.

Action 4.B.1.b. Designate historical avalanche paths as "conditional development zones" in this Element.

² Use Permit 18-003/High Sierra Cannabis Retail (DeCoster)

Action 4.B.1.c. Require that all applicants for County permits in avalanche influence areas be notified of the area's potential avalanche hazards, and require that they be referred to this Element and avalanche documents on file in the county Planning Division for further information.

Action 4.B.1.d. In accordance with State law, sellers of property will notify buyer/transferees of potential avalanche and seismic hazards affecting subject property.

Policy 4.B.2. Inform visitors of potential avalanche hazards by posting notification signs on roadways entering avalanche areas as designated by the Board of Supervisors.

Action 4.B.2.a. Continue to post signs on local roads warning of avalanche potential.

Action 4.B.2.b. Require that new roads constructed in areas which may be impacted by avalanches be properly signed to notify of potential avalanche hazards.

Objective 4.C.

Plan for and provide emergency services in the event of avalanches.

Policy 4.C.1. Initiate avalanche warning procedures during hazard periods in accordance with adopted procedures such as the Mono County Sheriff Code Red Emergency Alert System.

Policy 4.C.2. Provide emergency access to avalanche-influence areas where feasible.

Action 4.C.2.a. Evaluate potential emergency access routes for avalanche influence areas in the county Circulation Element.

Action 4.C.2.b. Seek state or federal funding for emergency access road construction in avalanche-influence areas.

Policy 4.C.3. Provide snow-removal services to County roads only during periods of acceptable avalanche risks.

Action 4.C.3.a. The Director of Public Works will utilize broad discretion in determining when roads should be plowed.

Objective 4.D.

Work cooperatively with the US Forest Service (USFS) and Caltrans in mitigating local avalanche hazards.

Policy 4.D.1. Seek cooperation from the USFS in mitigating avalanche hazards that originate on land managed by the USFS and that threaten private property.

Action 4.D.1.a. Continue to promote and encourage local and/or regional USFS offices to:

- a. Support and expand the backcountry avalanche forecasting program to include threatened community areas;
- b. Structurally mitigate (i.e., environmentally sensitive supporting structures, deflecting berms, retarding mounds, catching dams, snow fences, etc.) avalanche hazards threatening community areas; and
- c. Initiate land exchanges with willing property owners in avalanche hazard areas.

Policy 4.D.2. Seek cooperation from Caltrans in mitigating avalanche hazards to local State highways.

Action 4.D.2.a. Promote and encourage Caltrans' assistance in funding local avalanche forecasting programs.

Action 4.D.2.b. Support Caltrans efforts to expand avalanche mitigation efforts in the June Lake community. Implement pertinent policies of the June Lake Area Plan.

Action 4.D.2.c. Encourage Caltrans to post avalanche warning signs along potential avalanche sections of US 395, such as in the Long Valley area, the Wilson Butte area, and the area north of Lee Vining during the avalanche season.

GOAL 5. Reduce the risks from natural hazards by planning for safe development, increasing public awareness of the natural hazards in Mono County, and providing an integrated multi-agency approach to emergency response.

Objective 5.A.

Identify areas of the county susceptible to hazards.

Policy 5.A.1. The County GIS system should include or integrate all available hazard mapping, including multi-hazard and repetitive-loss properties.

Action 5.A.1.a. Periodically assess the data and mapping products available on the County GIS system to integrate additional hazards information as it becomes available.

Policy 5.A.2. Maintain an inventory of existing assets (structures, infrastructure) in order to understand more fully the areas and types of development most susceptible to identified hazards and to identify more-specific mitigations for each hazard.

Action 5.A.2.a. Complete a detailed inventory of existing assets and enter that inventory into the County GIS. The inventory should include all data required by hazard mitigation planning such as type of structure, occupancy, construction type, size, value, etc.

Policy 5.A.3. Identify areas with the greatest potential for loss from identified hazards.

Action 5.A.3.a. In compliance with FEMA requirements for loss estimation, develop loss-estimation values and corresponding GIS products and update as needed.

Objective 5.B.

Limit development in areas identified as hazardous.

Policy 5.B.1. Restrict development in areas subject to hazards, including but not limited to, fire, flood, geologic, seismic, volcanic, and avalanche.

Action 5.B.1.a. Limit the intensity of development in hazard areas through the assignment of appropriate land use designations.

Action 5.B.1.b. Design public facilities such as power and water distribution pipes and sewer lines to avoid hazard areas and utilize valves and switches to mitigate hazards when no routing alternatives are feasible.

Action 5.B.1.c. Consistent with government code 66474.2, avoid intensive development outside existing fire protection districts, unless an appropriate fire protection entity is established as a condition of project approval.

Policy 5.B.2. Maintain, update and integrate hazard planning documents.

Action 5.B.2.a. Update and work to integrate the Safety Element, Multi-Jurisdictional Hazard Mitigation Plan, Emergency Operations Plans, Airport Land Use Compatibility Plans, Community Wildfire Protection and other fire plans, and any other safety documents on a regular basis.

Action 5.B.2.b. Work with local fire protection districts, law enforcement, land management agencies, and Cal Fire to pursue funding and update and integrate planning documents.

Policy 5.B.3. Utilize Local Agency Formation Commission (LAFCO) municipal service reviews to evaluate existing emergency service providers and to identify needed improvements.

Action 5.B.3.a. Map existing emergency service facilities and areas lacking service, analyze which areas in identified hazard zones are missing adequate emergency services and integrate into applicable safety plans.

Objective 5.C.

Inform the public as to the nature and extent of natural hazards in Mono County.

Policy 5.C.1. Inform affected persons during the County permit process and during the transfer of property of potential seismic, geologic, volcanic, fire, flood, avalanche, and other natural hazards in the area.

Action 5.C.1.a. Prior to issuing planning or building permits in hazardous areas, refer the applicant to this Element, and support documents and studies on file in the county Planning Division for further information concerning potential hazards. In order to ensure that the applicant has been notified of potential hazards, the applicant may be required to sign a statement recognizing that potential hazards exist in the area.

Action 5.C.1.b. In accordance with State law, sellers of property will notify buyer/transferees of all potential hazards affecting subject property, including but not limited to, geologic, seismic, fire, flood, and avalanche.

Policy 5.C.2. Work cooperatively with other public agencies in the area to develop a public awareness program to inform residents and visitors of natural hazards in the county and emergency response procedures.

Action 5.C.1.a. In accordance with procedures adopted by the county Office of Emergency Services, provide notification to residents and visitors during emergencies and elevated hazard periods.

Objective 5.D.

Provide for safe ingress and egress of emergency vehicles/equipment and evacuation of populations.

Policy 5.D.1. Assess and pursue primary and secondary access improvements for all community areas for emergency purposes.

Action 5.D.1.a. Review development proposals to ensure the provision of primary and secondary access.

Action 5.D.1.b. Refer applications for planning and building permits to Cal Fire and local fire protection districts for review and comment regarding, emergency-access considerations.

Action 5.D.1.c. The Department of Public Works shall continue to review the adequacy of primary and secondary access for development projects on a case-by-case basis.

Action 5.D.1.d. Delineate community evacuation routes and plans for areas with high or very-high fire hazard residential areas, flood areas, avalanches influence areas, etc.

Action 5.D.1.e. Encourage local and regional partnerships to create evacuation routes and shelter locations to provide safe refuge during emergencies.

Action 5.D.1.f. For communities with only one access route, evaluate options to provide an emergency access route, prioritized based on multi-hazard risk to existing access. Design and create the alternative access route(s) if an option is chosen, and if funding and resources are available.

Action 5.D.1.g. Require individuals, as well as companies, that provide home or accommodation rentals to clearly post available emergency evacuation routes for guests.

Action 5.D.1.h. Encourage the incorporation of backup powered emergency response systems into evacuation centers (locations where visitors and residents can seek refuge during an incident)

Action 5.D.1.e. Work with federal land management agencies to ensure adequate access to high-hazard wildland areas, particularly adjacent to communities, for fire suppression activities and public evacuation.

Policy 5.D.2. All projects using hazardous materials or generating hazardous waste shall conform to the requirements of the county's Integrated Waste Management Plan for transportation, storage, and disposal.

Policy 5.D.3. Transportation, storage, and use of explosive materials shall comply with applicable county, state, and federal permit requirements.

Objective 5.E.

Work with local, state, and federal agencies and organizations to provide an integrated approach to emergency response, including search-and-rescue operations, in Mono County for all hazards.

Policy 5.E.1. Implement and update as needed the Mono County Emergency Operations Plan, Mono County Multi-Jurisdictional Hazard Mitigation Plan, and the Mono County Community Wildfire Preparedness Plan.

Action 5.E.1.a. Periodically review emergency response plans during the General Plan review process.

Policy 5.E.2. Work toward implementing a standardized emergency management system for responding to large-scale situations requiring multi-agency response.

Action 5.E.2.a. Review mutual aid agreements with adjoining emergency service providers to ensure a coordinated approach to emergency services.

Goal 6. Prepare for changing climate conditions in Mono County.³

Objective 6.A. Prepare for changing precipitation levels in the region.

Policy 6.A.1. Plan for reduced levels of precipitation and mitigate the impacts that will occur to water availability.

Action 6.A.1.a. Encourage water conservation regulations and encourage public reporting of violations.

Action 6.A.1.b Protect groundwater resources from contamination and overdraft through methods such as encouraging capture of precipitation in tanks and the use of treated wastewater for groundwater recharge and protecting important groundwater recharge areas.

Objective 6.B. Prepare for an increase in severe weather conditions and storm events.

Policy 6.B.1. Develop procedures and practices to reduce the impacts of more extreme storms, temperatures and their related impacts in Mono County, to help protect residents from the health hazards associated with severe weather.

Action 6.B.1.a. Follow County procedures in the event of severe weather conditions such as extreme heat events and more frequent and severe combined snow and rainstorms, including the deployment of emergency services, opening of additional local heating/cooling shelters, and community notification procedures. Cooling shelters may be of particular importance in the Tri-Valley.

Action 6.B.1.b. Develop and utilize emergency notification and information systems to promote public awareness of severe weather hazards and the impacts to the conditions on local and regional roadways. Expand the use of Spanish translation for information distributed to the public during severe weather or disaster events.

Action 6.B.1.c. Coordinate with health and social service providers from multiple sectors to identify data sources and strategies for community resilience and reaching out to vulnerable populations.

Action 6.B.1.d. Assist with seeking funding to address anticipated additional repairs to damaged infrastructure that will be required due to increased stress from climate effects such as intense snow and rainstorms.

Action 6.B.1.e. Continue to work with state and federal agencies and wireless providers to expand and improve coverage and interoperability of cell and radio service throughout the County.

Action 6.B.1.f. Work with Caltrans to install real-time wind and visibility tracking system for key access road segments and incorporate warnings into online notifications and emergency notification system.

Objective 6.C. Increase the resiliency and adaptability of residents, buildings, infrastructure, the natural environment, and the Mono County economy to climate change hazards.

³ Policies to address climate change related to wildfire and flood are incorporated directly into those goals in the Safety Element.

Action 6.C.1.a. Prepare to address environmental hazards and vulnerabilities that climate change influences currently and in the future.

Action 6.C.1.b During the periodic future updates of the Safety Element, hazards and vulnerabilities shall be reviewed, updated and new policies adopted to reflect the most current information available regarding climate change and strategies to reduce hazard risks compounded by climate change.

Action 6.C.1.c. Identify strategies to foster resiliency to climate change influences in both the built and undeveloped lands based on current and updated science.

Action 6.C.1.d. Identify mitigation measures to reduce climate change causes and adaptation plans to decrease the effects of climate change and protect residents and business from increased risks of natural disasters, such as flooding, drought, severe weather events and wildfire.

Action 6.C.1.e. Work with State agencies on adaptation strategies to address climate change impacts.

Exhibit A: Part 2

Red = Proposed Edits
Blue = PC Edits

MISCELLANEOUS LAND USE ELEMENT UPDATES

1. WHEELER CREST AREA PLAN

Policy 24.A.3. Retain the rural residential character of the entire study area.

Action 24.A.3.f. Prohibit ~~not-owner-occupied-all types of~~ short-term rentals (see that may be permitted under Chapter 25) in the Wheeler Crest Planning Area.

2. LAND USE DESIGNATION CHAPTERS

Commercial (C)

INTENT: The “C” designation is intended to provide for a wide range of uses and services for the resident and visitor including retail, business and professional uses and services in community areas, including commercial lodging and higher density housing, when found compatible with retail and service functions.

The creation of a pleasant and efficient environment for shopping and business is an important function of this district.

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- All permitted uses if determined necessary by the Director
- Temporary uses: model homes, mobile-home display units, etc., only if one year or less
- All new construction for the purpose of conducting sales, business or services, including any uses listed above.
- All conversions from a prior use when exterior structural alterations or additional parking are required.
- Accessory buildings and uses.
- Transient rentals (fewer than 30 consecutive days)

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Household units; if found compatible with the district, apartments, condominiums, etc.
- Lodging – e.g., hotels, motels, time-share, RV parks, campgrounds, glamping, bed-and-breakfast establishments, etc.

Commercial Lodging, Moderate (CL-M) and High (CL-H)

INTENT: The “CL-M” designation is intended to provide commercial lodging units for short-term occupation in or near residential uses.

The “CL-H” designation is intended to provide short-term commercial lodging units in close proximity to commercial/recreational centers.

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Mobile-home parks (see Dev. Standards –Mobile-home and RV Parks, Ch. 17)
- Recreational-vehicle parks (see Ch. 17), [campgrounds and glamping](#)
- Projects containing four or more units such as condominiums, cooperatives, townhomes, cluster developments, and/or apartments
- Hotels, motels, lodges, bed-and-breakfast establishments, cabins, and other uses found to be similar by the Commission. Ancillary uses such as limited dining, lounges and convenience retail, provided the ancillary use does not occupy more than 25% of the project's habitable space
- Transient rentals (fewer than 30 consecutive days) in multi-family units under single ownership of four or more dwelling units
- Conversion of five or more apartment units into transient rentals
- Conversion of existing habitable space into ancillary uses
- Parking lots and parking structures other than required off-street parking
- Construction of an accessory building prior to construction of the main building

Industrial Park (IP)

INTENT: The “IP” designation is intended to provide for a combination of light- and moderate-intensity industrial uses that do not create environmental nuisances or hazards to a degree that might be obnoxious or offensive to persons conducting business in this or adjacent areas.

PERMITTED USES

- Any proposed change of use when conducted within an existing, conforming, legally developed structure, for those uses subject to a Director Review or Use Permit
- Adult-oriented businesses conducted in compliance with the locational requirements of Chapter 19 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with the permit and other operational requirements of Chapter 5.45 of the Mono County Code
- [Caretaker unit – one per district](#)

Mixed Use (MU)

INTENT: The “MU” designation is intended to provide for a wide range of compatible resident- and visitor-oriented residential and commercial uses, including business, professional, and retail uses; to provide for efficient use of land and increased opportunities for affordable housing; to provide a transition between intensive commercial uses and residential uses; and to be applied to areas with existing mixed-use development.

MU transitional areas can limit the size of business establishments and restrict uses incompatible with residential district. Not all areas need contain residential uses. Commercial uses shall conform to strict standards that prohibit obnoxious odors, obtrusive light and glare, and excessive noise.

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- Residential uses – e.g., condominiums, townhomes, commercial lodging, cluster developments, and apartments
- Retail trade – e.g., food, drug, hardware, apparel, arts and crafts, sporting goods, bookstores, bakery, florist
- Social care facilities – e.g., medical and dental offices, welfare and charitable services
- Professional offices – e.g., real estate, financial, insurance, rental and reservation services, legal services
- Business services – e.g., business centers, general advertising, business and management consulting
- Recreational activities – e.g., health clubs, dance studios
- Food service establishments – e.g., restaurants, cafes, delicatessens
- Conversion or expansion of existing operations
- Transient rentals (fewer than 30 consecutive days)

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- All of the above uses subject to Director Review, if determined to be necessary by the Community Development director
- Parking lots and parking structures other than required off-street parking when abutting a commercial district
- Religious and cultural activities – e.g., museums, art galleries, churches
- Small-scale malls, plazas, parks and related pedestrian open space
- Conversion or expansion of existing operations
- Mobile-home parks (see Development Standards – Mobile-home Parks and RV Parks, Ch. 17) ^c
- Recreational-vehicle parks (see Ch. 17), campgrounds and glamping
- Manufactured housing subdivision (see Ch. 18)

- Commerical cannabis activity: Manufacturing Type N, Manufacturing Type P, Distribution, Testing, Retail, and Microbusiness (only individual cannabis activities permitted in this designation shall be permitted in a Microbusiness), conducted in compliance with requirements of Chapter 13 of the Land Development Regulations and with the permit and operation requirements of Chapter 5.60 of the Mono County Code.

Rural Resort (RU)

INTENT: The “RU” designation is intended to provide appropriate sites for outdoor recreation facilities and limited visitor-oriented facilities and services in rural areas of the county. The district is intended to protect the environment and rural character of an area while allowing for compatible development.

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Construction of an accessory building prior to construction of the main building
- Recreational-vehicle parks (see Dev. Standards – Mobile-home and RV Parks, Ch. 17), campgrounds and glamping facilities
- Hotels, motels, bed-and-breakfast establishments, cabins and other uses found to be similar by the Commission. Ancillary uses such as limited restaurants, lounges and convenience retail, provided the ancillary use does not occupy more than 25% of the project's habitable space
- Transient rentals (fewer than 30 consecutive days)
- Developed campgrounds
- Commercial recreational facilities such as cross country ski facilities, equestrian facilities, golf courses and facilities (if developed in conjunction with lodging facilities), marinas and boathouses
Employee housing, if developed in conjunction with recreational/lodging facilities

Resource Management (RM)

INTENT: The “RM” designation is intended to recognize and maintain a wide variety of values in the lands outside existing communities. The RM designation indicates the land may be valuable for uses including but not limited to recreation, surface water conservation, groundwater conservation and recharge, wetlands conservation, habitat protection for special-status species, wildlife habitat, visual resources, cultural resources, geothermal or mineral resources. The land may also need special management consideration due to the presence of natural hazards in the

area; e.g., avalanche-prone areas, earthquake faults, flood hazards, or landslide or rockfall hazards.

The RM designation provides for low-intensity rural uses in a manner that recognizes and maintains the resource values of the parcel.

Land subject to the land use authority of an agency other than the County may be designated RM with a reference to the appropriate plan as follows:

- Humboldt-Toiyabe National Forest Land & Resource Management Plan – RM/TNF
- Inyo National Forest Land & Resource Management Plan – RM/INF
- Mono Basin National Forest Scenic Area Comprehensive Management Plan – RM/MB
- Bureau of Land Management, Bishop Resource Management Plan – RM/BLM
- California Department of Fish and Game Lands – RM/DFG
- Mammoth Yosemite Airport Land Use Plan – RM/ALUP

These designations recognize the planning authority of other agencies on publicly owned lands only; the County has authority over private and LADWP (Los Angeles Department of Water and Power) lands throughout the unincorporated area.

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- ~~Resource exploratory activities that involve excavation, devegetation, or other potentially significant environmental effects~~
- None stated

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Limited-scale lodging, such as small inns, bed-and-breakfast establishments, and cabins, if found by the Commission to be compatible
- Recreation facilities, such as improved bike trails, cross country ski trails, and pedestrian trails requiring modification of the natural landscape, if found by the Commission to be compatible with the natural habitat of the area
- Construction of an accessory building prior to construction of the main building
- Airports, heliports, taxiways, and landing strips for aircraft
- Mining and geothermal exploration projects
- Commercial composting facilities
- Resource exploratory activities that involve excavation, devegetation, or other potentially significant environmental effects

3. CHAPTER 01 – INTRODUCTORY PROVISIONS

01.040 **Permissive Zoning & Interpretation.**

A. Mono County uses permissive zoning where, any use that is not enumerated or listed in the land use designation as permitted is presumed to be prohibited, except for those instances provided for in section 01.040.B. Interpretation.

B. Unless otherwise provided, any ambiguity concerning the content or application of the Land Development Regulations shall be resolved by the Planning Commission (see Section 04.030, Interpretation of "Similar Uses") or, on appeal therefrom, by the Board of Supervisors.

4. CHAPTER 02 – DEFINITIONS

02.730 **Lot coverage.**

"Lot coverage" means the percentage of a lot encumbered by impervious areas, structures and modifications, ~~structures~~ including decks ~~and areas devoted to vehicular traffic or parking~~. Specified requirements may be modified for substandard lots.

02.230 **Campground.**

"Campground" means any area or tract of land that is used or intended for use, or to be let or rented with one or more spaces available for transient recreational occupancy (less than 30 days) by campers on a temporary basis without provisions for electrical or sanitary hookups at individual campsites upon which individuals may occupy individual campsites overnight. "Campground" does not include "Glamping" as defined in 02.541 or "Recreational-vehicle park" as defined in 02.980.

02.231. **Caretaker's unit.**

"Caretaker's unit" means a dwelling unit that is secondary and accessory to an existing allowed use that is occupied by a person engaged on-site for the purpose of care and protection of the property.

02.541 **Glamping.**

"Glamping" means a form of 'glamorous camping' for a transient occupancy, where guests occupy detached units and/or permanently installed vintage recreational vehicles but which are not conventional hotel, motel, or cabin facilities. Permanent units must comply with the California Building Code. "Glamping" does not include "Campgrounds" as defined in 02.230 or "Recreational-vehicle park" as defined in 02.980.

CHAPTER 04 – GENERAL

04.040 Uses subject to Director Review.

The following uses are permitted subject to Director Review in all districts, in addition to those listed in individual land use designations:

A. Placement and Use of Recreational Vehicles (RVs) on Vacant Property.

2. Long-term temporary use of an RV – not to exceed six months of each year for a five-year period – may be permitted in designated hazard avalanche zones as a primary use subject to Director Review permit.

04.340 Mobile Vendor Standards and Guidelines

The sale of food and other retail items from a motorized vehicle or from a trailer, or from a portable unit, is permitted in Commercial and Mixed Use (MU) land use designations. Temporary uses (i.e., fewer than 180 days) may be permitted through a Director Review or Special Event permit. Longer-term or permanent operations shall be permitted through a use permit. The following standards and guidelines shall apply to all operations:

5. CHAPTER 22 – FIRE SAFE STANDARDS

22.110 Emergency Access.

Road and street networks, whether public or private, unless exempted under Section 22.020(e), shall provide for safe access for emergency wildland fire equipment and civilian evacuation concurrently, and shall provide unobstructed traffic circulation during a wildfire emergency consistent with this section.

J. Driveways.

All driveways shall be constructed to provide a minimum of one 10-foot traffic lane.

1. Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart.

2. A turnaround shall be provided at all building sites on driveways over 300 feet in length, and shall be within 50 feet of the building.

3. Driveways shall be designed and maintained to support at least 36,000 pounds.

6. CHAPTER 25 – SHORT-TERM RENTALS

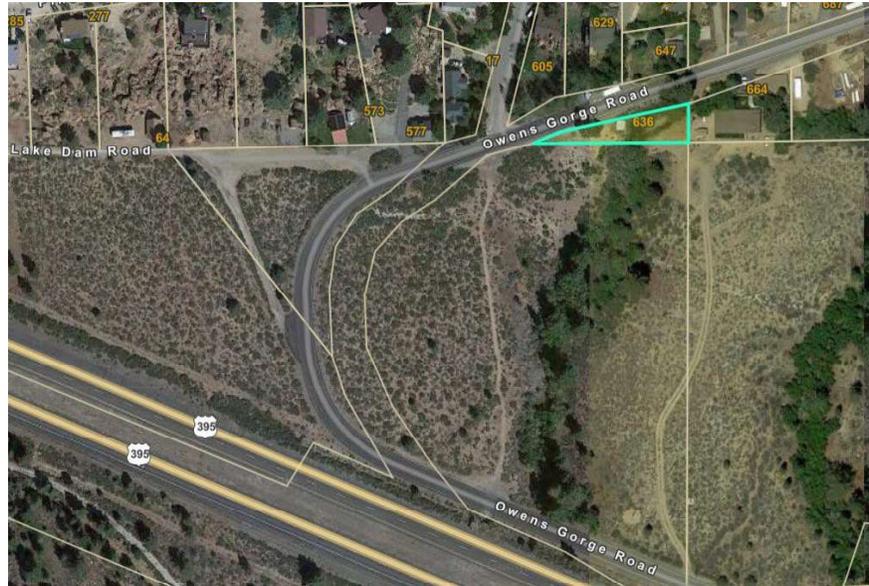
25.015 General Requirements and Applicability.

C. Unless explicitly states otherwise in this Chapter, short-term rentals covered by this Chapter shall operate in compliance with this Chapter, Chapter 5-605.65 of the Mono County Code, and all applicable Area Plan policies,¹⁴ and must exhibit no reasonable opposition from neighbors within 500 feet of the subject parcel.

D. Pursuant to Chapter ~~5.605.65~~ of the Mono County Code and the required Short-Term Rental Activity Permit, short-term rentals covered by this Chapter shall be specific to the owner and shall terminate upon a change of ownership.

7. LAND USE DESIGNATION CHANGES

- Sunny Slopes (636 Owens Gorge Road) – APN: 062-070-035 from SFR- ½ to Public Facilities (PF) designation.



- Benton (36 Christie Lane) - APN: 024-131-029 change the housing portion of the parcel from Public Facilities (PF) to Mixed Designation (MD). Multi-Family Residential (MFR-L) for the western half of the parcel (indicated by the gray polygon) and Public Facilities (PF) for the eastern half of the parcel.



Exhibit A: Part 3

CHAPTER 16 – ACCESSORY DWELLING UNITS

Sections:

16.010	Intent.
16.020	Definition.
16.030	Applicable Land Use Designations.
16.040	General Provisions.
16.050	Standards for Accessory Dwelling Units.

16.010 Intent.

The intent of this chapter is to allow for Accessory Dwelling Units in accordance with State law in order to provide additional affordable housing opportunities, including housing for the elderly in Mono County.

16.015 Consistency with State Law

This chapter is consistent with State Law, including AB 881, AB 670, AB 587, AB 671, AB 68, and SB 13.

16.020 Definition.

"Accessory Dwelling Unit" (also referred to as "dependent," "Secondary Housing," or "granny unit") means residential occupancy of a living unit located on the same parcel as the primary residential unit. It provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary unit is situated. An Accessory Dwelling Unit shall meet the minimum regulations for an efficiency dwelling unit in the California Building Code.

The Accessory Dwelling Unit can be either attached to or detached from the primary residential unit but in either case shall have similar architectural elements as the primary unit (i.e., materials, textures, colors, etc.; see 16.050 G below). The Accessory Dwelling Unit shall be clearly subordinate to the primary unit.

“Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. The junior accessory dwelling unit must contain cooking facilities.

Utilities that are installed for future expansion, such as stub outs that would allow a kitchen to be installed at a later date, shall be considered as complete cooking facilities in accessory dwelling units. In units required by deed restriction, complete cooking facilities shall be installed resulting in a usable kitchen at final permit issuance, and interior access between attached units shall be no more than a single personnel door.

16.030 Applicable Land Use Designations.

An Accessory Dwelling Unit **and Junior Accessory Dwelling Unit** may be permitted in any land use designation that allows single-family residences as a permitted use or as allowed in Specific Plan (SP) areas subject to the General Provisions below.

16.040 General Provisions.

- ~~A. On parcels less than 7,500 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 500 sq. ft. in size may be permitted with a building permit.~~
- ~~B. On parcels of 7,500 sq. ft. up to 10,000 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 640 sq. ft. in size is allowed with a building permit. A detached Accessory Dwelling Unit not exceeding 640 sq. ft. may be permitted by application for a Director Review.~~
- ~~C. On parcels of 10,000 sq. ft. up to one acre in net area, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit.~~
- ~~D. On parcels one acre or greater, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit. In this same parcel size range, an Accessory Dwelling Unit exceeding 640 sq. ft. but not exceeding 1,400 sq. ft. in size (attached or detached) may be permitted by application for a Director Review. In this same parcel size range, an Accessory Dwelling Unit exceeding 1,400 sq. ft. may be permitted by application for a use permit.~~
- A. Accessory Dwelling Units are permitted with a building permit if any of the following instances apply:
- (i) The accessory dwelling unit or junior accessory dwelling unit is located within a single-family dwelling or existing space of a single-family dwelling, whether existing or proposed, or accessory structure and may include an expansion of not more than 150 square feet beyond the physical dimensions of the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. The space must have exterior access. Side and rear setbacks must meet fire protection standards and prevent snow shedding onto adjacent properties.
 - (ii) One-bedroom detached accessory dwelling units not exceeding 850-square feet and two-bedroom accessory dwelling units not exceeding 1,000-square feet. The unit may not exceed four-foot side and rear yard setbacks and must meet fire and safety standards, including prevention of snow shedding onto adjacent properties.
 - (iii) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. An existing multifamily unit is allowed at least one accessory dwelling unit or up to, and not exceeding, 25 percent of the existing multifamily dwelling units.
 - (iv) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling. Side and rear yard setbacks may be reduced to four feet provided the design demonstrates snow will not shed onto adjacent properties and fire safety standards are met.
- B. The following accessory dwelling units that do not qualify under 16.040A may be permitted through Director Review:
- (i) One-bedroom units between 850 and 1,400-square feet;
 - (ii) Two-bedroom units between 1,000 and 1,400-square.
- C. Accessory dwelling units that do not qualify under 16.040A and exceed 1,400-square feet may be permitted through Use Permit.

- E. Square footage of accessory dwelling units shall be calculated based on the exterior dimensions of the unit. All interior living space shall count toward the total square footage of the unit.
- F. Consistent with Government Code section 65852.2, ministerial reviews shall occur within ~~120~~ 60 days after receiving an accessory dwelling unit application, **unless the accessory dwelling unit is built concurrently with the primary unit.**

16.050 Standards for New Accessory Dwelling Units.

- A. All construction shall conform to the height, setback, lot coverage, fees (including school impact fees and fire district fees), snow storage, and other development requirements applicable to residential construction in the land use designation in which the property is located. **Side and rear yard setbacks may be reduced to four feet provided the design demonstrates snow will not shed onto adjacent properties. The unit shall be exempt from development impact fees if less than 750-square feet and all units are exempt from Housing Mitigation Ordinance (HMO) fees.**
- B. If a well and/or septic system is/are to be utilized, a clearance letter shall be obtained from the Environmental Health director and shall accompany the building permit application (or if applicable, the Director Review or Use Permit application). For Accessory Dwelling Units that are served by a public water and/or sewer system, a letter from the serving entity that indicates adequate service shall be submitted as part of the application.
- C. **One of the units on the parcel must be owner occupied if the property contains a junior accessory dwelling unit (either the primary unit or the junior accessory dwelling unit); for detached accessory dwelling units, there is no owner occupancy requirement. For units that do not qualify under 16.040.A, one unit on the property must be owner occupied.**
- D. **~~If the Accessory Dwelling Unit is 640 sq. ft. or less in size, one off-street parking space must be provided for the Accessory Dwelling Unit in addition to parking required for the primary unit. If the Accessory Dwelling Unit is larger than 640 square feet, two parking spaces must be provided for the Accessory Dwelling Unit in addition to parking required for the primary unit, if it contains two or more bedrooms. Parking shall be in accordance with Chapter 06 of the Mono County Land Use Element, unless the following instances exist, in which case. Required parking shall be one space for a one-bedroom unit and two spaces for units of two or more bedrooms, and is in addition to the required parking for the primary unit. There is no parking requirement for studio units. No parking standards shall be imposed in the following instances:~~**
 - (1) The accessory dwelling unit is located within one-half mile of public transit.
 - (2) The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - (3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
 - (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - (5) When there is a car-share vehicle located within one block of the accessory dwelling unit.
- E. Whether attached or detached, the Accessory Dwelling Unit shall be architecturally compatible with the primary residence. The Community Development Department shall determine the architectural compatibility of the structures and shall consider roofing, siding, trim, door and window frame colors **and materials; roofing, siding, trim, door, and window materials;** roof slope and pitch; and wall articulation, roof line articulation, eaves,

railings, chimneys, porches, and similar features; landscaping should also be considered in helping to make the units compatible. The Accessory Dwelling Unit shall be clearly subordinate to the primary unit in terms of size and placement on the property. If attached, the two units shall have the appearance of a single-family residence; the Accessory Dwelling Unit entrance shall be located on the side or rear of the building.

- F. Pursuant to the California Building Code, accessory dwelling units shall not be required to provide fire sprinklers if they were not required for the primary residence. Accessory dwelling unit utility connections and related fees shall comply with Government Code section 65852.2.
- G. No passageway shall be required in conjunction with the construction of an accessory dwelling unit. No setback shall be required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than ~~five~~ four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage, provided the design demonstrates snow will not shed onto adjacent properties and fire safety standards are met.
- H. Short-term rentals are prohibited in all accessory dwelling units.

MONO COUNTY PLANNING COMMISSION

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

July 14, 2021

To: The Sheet

From: Heidi Willson

Re: Legal Notice for **July 17** edition

Format: **Please publish this General Plan Amendment as a minimum 1/8-page legal notice**

Invoice: Heidi Willson, PO Box 347, Mammoth Lakes, CA 93546

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mono County Board of Supervisors will conduct a public hearing on **August 3, 2021**. As authorized by Gov. Newsom's Executive Order N-29-20, the meeting will be accessible remotely by livecast at: <https://monocounty.zoom.us>, and by telephone at: (669) 900-6833 (Meeting ID# is 949 6661 3496), where members of the public shall have the right to observe and offer public comment, to consider the following: **10:00 a.m. GENERAL PLAN AMENDMENT 21-01**. General Plan Amendment (GPA) 21-01 consists of three components: (1) A comprehensive update to the Safety Element to be consistent with the recently adopted Housing Element and the "Mono County and Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan;" (2) technical changes to the Land Use Element proposed as part of the annual General Plan cleanup, notable changes include updates to the Wheeler Crest Area Plan prohibiting all types of short-term rentals, the addition of campground and glamping uses to land use designations that currently allow for RV Parks, the addition of transient rentals to uses permitted subject to director review for Commercial (C) and Mixed Use (MU) designations, the addition of caretaker's unit under uses permitted for the Industrial Park (IP) designation, and upgrading resource exploratory uses to uses permitted subject to use permit for the Resource Management (RM) designation, an explanation of "Permissive Zoning" in Chapter 1, updates to the definitions of lot coverage & campground as well as new definitions for caretaker's unit and glamping in Chapter 2, updates to the mobile food vendor standards and long-term temporary RV placement standards in hazard zones in Chapter 4, parcel land use designation changes for two parcels in Benton and one parcel in Sunny Slopes, and other policy modifications; and (3) a comprehensive update to Land Use Element Chapter 16, Accessory Dwelling Units to be consistent with recent changes to state law and to address short-term rentals and height limitations. The Planning Commission held a duly noticed public hearing on May 20, 2021, to consider the GPA and recommended adoption with a minor edit to the definition of "lot coverage" and certification of the Addendum. In accordance with the California Environmental Quality Act, an Addendum will be filed. INTERESTED PERSONS are strongly encouraged to attend the livecast meeting by phone or online, and to submit comments to the Community Development Department, PO Box 347, Mammoth Lakes, CA, 93546, by **8 am on Wednesday, July 28**, to ensure timely receipt, by email at cddcomments@mono.ca.gov, or via the livecast meeting. If you challenge the Board's decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Community Development Department at, or prior to, the public hearing.

###



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Community Development

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Jason Davenport, Building Inspector

SUBJECT Contract Approval for Prescriptive Accessory Dwelling Unit (ADU) Design

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with RRM Design Group pertaining to engineering and architectural services.

RECOMMENDED ACTION:

Approve County entry into proposed contract with RRM Design Group. Provide any desired direction to staff.

FISCAL IMPACT:

Total budget not to exceed \$80,000 with grant funding of \$74,800 and approved general fund (Building Division budget) of \$5,200.

CONTACT NAME: Jason Davenport

PHONE/EMAIL: 7609325433 / jdavenport@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract
Attachment A1
Attachment B1

History

Time	Who	Approval
7/21/2021 12:46 PM	County Counsel	Yes
7/28/2021 2:10 PM	Finance	Yes
7/30/2021 1:49 PM	County Administrative Office	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

July 20, 2021

To: Mono County Board of Supervisors

From: Jason Davenport, Building Inspector
Tom Perry, Building Official

Re: Contract with RRM Design Group

RECOMMENDED ACTION

Approve County entry into proposed contract and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT

Total budget not to exceed \$80,000 with grant funding of \$74,800 and approved general fund (Building Division budget) of \$5,200.

DISCUSSION

At the direction of the Mono County Board of Supervisors, the Community Development Department applied for and was awarded a grant funded by Senate Bill (SB)-2 to develop pre-engineered, prescriptive designs for accessory dwelling units (ADUs) to facilitate construction of housing stock that may be suitable for long-term rentals. SB-2 funds are intended to assist local governments with addressing housing issues in California.

The Building Division distributed a Request for Proposals (RFP) for the subject project on March 10, 2021, which is available upon request. Five proposals were received and evaluated by Building and Planning Division staff (Evaluation Committee). Following the elimination of two submittals through evaluation scoring criteria, three firms were granted interviews. The staff panel unanimously recommended the selection of RRM Design Group. RRM Design Groups proposed approach to the project, scope of work, and budget is attached to the contract.

ATTACHMENTS:

1. Contract with proposal attached.

**AGREEMENT BETWEEN COUNTY OF MONO
AND RRM DESIGN GROUP
FOR THE PROVISION OF ARCHITECTURAL & ENGINEERING CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the architectural and engineering consulting services of RRM Design Group (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of the Community Development Department, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the standard of care ordinarily exercised by members of the same profession currently practicing under similar conditions in the same or similar locale and applicable requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions in effect at the time Contractor’s services are rendered. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from August 3 ,2021 , to December 31, 2021 , unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. **The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$80,000, not to exceed \$80,000 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit").** County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual

payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$2,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after

completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood

by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall indemnify, and hold harmless County, its agents, officers, and employees from and against all damages, losses, judgments, liabilities, reimbursement of reasonable related expenses, and other costs, including litigation costs and attorney's fees, to the extent found to be arising out of, resulting from or in connection with, the Contractor's negligent acts, errors or omissions in performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any damage, loss, liability, reasonable related expense, or other costs to the extent that are found to be caused in whole or in part by any negligent act or omission of Contractor, its agents, employees, supplier, or anyone employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for

employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Community Development Department
1290 Tavern Road
PO Box 347
Mammoth Lakes, CA 93546

Contractor:
RRM Design Group
3765 South Higuera St.
San Luis Obispo, CA 93401
www.rrmdesign.com

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND RRM DESIGN GROUP
FOR THE PROVISION OF ARCHITECTURAL & ENGINEERING CONSULTING SERVICES**

TERM:

FROM: August 3, 2021

TO: December 31, 2021

SCOPE OF WORK:

The County requires Professional Architectural and Engineering Consulting services (“Services”) for prescriptive designs for ADUs compliant with current California Building Codes (CBC).

Qualified Respondents will develop a collection of standard, detached ADU building permit plan sets, which will be plan checked by the County for compliance with the CBC. The final, pre-approved plans will be offered to the public free-of-charge. The goal of the Program is to encourage the construction of ADUs by offering a selection of pre-approved ADU building permit plan sets that will reduce the initial design and review costs for residents.

For additional details, services and timing, see **Attachment A1** (Approach and Scope of Work), included and incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND RRM DESIGN GROUP
FOR THE PROVISION OF ARCHITECTURAL & ENGINEERING CONSULTING SERVICES**

TERM:

FROM: August 3, 2021 TO: December 31, 2021

SCHEDULE OF FEES:

See Attachment B1, incorporated herein by this reference.

APPROACH

Mono County proposes to encourage Accessory Dwelling Unit (ADU) production to meet local housing needs by initiating a pre-approved, prescriptive ADU program. RRM's extensive portfolio and expertise in ADU regulations, visual document production, architectural/construction level permit-ready plan drafting, and community outreach and engagement will provide an excellent foundation for making this vision a reality.

RRM understands you are looking to develop a series of permit-ready housing units and provide for homeowners to streamline the processing of using those plans for their unique and individual needs. We also recognize that the County's goal is to maximize the number of plans and options achievable from the grant funding. RRM's long history in production housing allows us to develop plans with a variety of options, making a single plan far more customizable and functional in a variety of situations.

RRM envisions this project as a four-phase project which begins with programming. As with any public project, the County has a responsibility to its citizens to spend money wisely and effectively. This is the problem that a proper initial due diligence or programming phase can address. For this project, we are looking to identify the greatest opportunity to impact housing stock through a permit-ready ADU program. Starting with the kickoff meeting, the County will be a partner in formulating the best solution to address the goals unique to your area. The success of this program will not come from the plan set product but will be founded in crafting context-appropriate designs and then facilitating implementation. RRM's community-based design will help assure that these plans have elevation options that allow for personal taste and are appropriate to the community's identified architectural vernacular. Identifying the correct designs for Mono County will come through RRM's collaboration with the county staff. Coupled with an inventory of appropriate prevalent styles in the community, these outcomes will inform the second phase's building block: design. We understand that residential design can be one of the purest manifestations of community character, and accordingly, many people are passionate about homes. This is where our collaborative approach to design results in successful outcomes. Drawing from RRM's production housing experience, we will develop designs with options to help provide the greatest variety of plans founded on the base project program. RRM will collaborate with the staff and building departments in early phase to create efficient implementable designs that fit the pre-approval process's goals.

Following a public design review, RRM will work with County staff and building officials to generate complete permit-ready plan prototypes. These plans will vary in size from less than 350 sf up to approximately 1000 sf feet, providing a wide variety of options for each homeowner to implement on their own unique site. RRM will work with designated staff to resolve a design that is not only stylistically appropriate but implementable. Before implementation, we see the permit-ready ADU plans as the phase where our multidisciplinary practice provides the most significant impact. In-house structural engineering allows us to focus on design development with an eye toward efficient, low-cost construction, which will be of fundamental value to the end-user.

This leads us to the final component of the project: implementation. Getting the plans off the shelf and into the community is truly the end goal for a project such as this. RRM's experience on both sides of the counter will provide a solid basis for presenting information and how that information is perceived and used by private citizens.

We embrace a collaborative approach to the design process. RRM is looking forward to working with staff to define and develop this process so that by the time the plans are ready for the public, all parties should know what to expect.

SCOPE

RRM understands you are looking to develop a series of pre-approved prescriptive accessory dwelling units and provide for homeowners to streamline the processing of utilizing those plans for their unique and individual needs. RRM will work with County staff and building officials to generate four complete permit-ready plan prototypes to support this new program. These plans will vary in size from under 350 square feet up to 1,000 square feet. RRM's community-based design will help assure that these plans have elevation options that allow for personal taste and are appropriate to the community's architectural vernacular. RRM achieves an elevated level of project efficiency and coordination due to the multidisciplinary service structure. We can provide implementable solutions due to a single-line in-house responsibility that allows the project manager to coordinate most of the components of a project directly. While most of the primary scope will be provided in-house by RRM Architecture, Planning, and Structural Engineering, there will be times when outside consultants and County coordination will be required. RRM will need to coordinate and meet with County staff, various departments, and interest groups in addition to those specifically outlined in this scope.

TASK A: ESTABLISH A STRONG FOUNDATION

In this initial phase of the project, the team will engage in a due diligence process designed to inform the team and key County staff on the primary issues to be addressed, and gather and review relevant data and background information.

TASK A.1: INITIATION MEETING

Following the review of existing data, the project team will meet with County staff to establish a mutual understanding of the key issues, further define the scope of work, project schedule, expectations, layout significant project milestones, meeting times, deliverable targets, and review pertinent data. Based on COVID restrictions, a digital meeting or Google field trip may be necessary.

Deliverables:

- One (1) meeting with County
- One (1) meeting minutes

TASK A.2: DATA GATHERING AND DOCUMENT RESEARCH

Following the review of existing data, the project team will meet with County staff to establish a mutual understanding of the key issues, further define the scope of work, project schedule, expectations, layout significant project milestones, meeting times, deliverable targets, and review pertinent data. Based on COVID restrictions, a digital meeting or Google field trip may be necessary.

Deliverables:

- Review of materials above

TASK B: PRELIMINARY ADU PLAN DEVELOPMENT

RRM will compile the relevant data and goals from the research and County meetings to establish a straightforward program with identified constraints and opportunities to be used as the basis for the preliminary design. Based upon initial description, RRM will provide a design for a series of ADU projects to be reviewed by County staff. These designs will include four generic prototype ADU units designed to fit on generic flat lots and include the following:

- One (1) approximately 350 sq ft: Studio ADU in compliance with California Residential Code, California Code of Regulations, Title 24, Part 2.5, not exceeding 16' in height and designed to conform to a typical flat lot
- One (1) approximately 450 sq ft: Studio or one-bedroom ADU in compliance with California Residential Code, California Code of Regulations, Title 24, Part 2.5, not exceeding 16' in height and designed to conform to a typical flat lot
- One (1) approximately 700 sq ft: One-bedroom ADU in compliance with California Residential Code, California Code of Regulations, Title 24, Part 2.5, not exceeding 16' in height and designed to conform to a typical flat lot
- One (1) 850-1000 sq ft: Two-bedroom ADU in compliance with California Residential Code and designed to conform to a typical flat lot

Each plan type will be designed to adapt to and include two alternate elevation styles identified as the County's identified style preferences, including rural mountain and high desert. At least one elevation from each prototype design will accommodate an optional covered porch as a design option.

Each of the four base plans will be provided with multiple interior design options, including ADA adaptable and fully accessible options, storage options, additional bedroom or flex space options, and multiple entry locations to allow for personalization and site flexibility. This approach allows for the four base plans to serve as many times as the number of designs.

SUBTASK B.1: PRELIMINARY DESIGN ADU

RRM recognizes that many people are passionate about residential design, and we promote a collaborative review process to allow for a variety of ideas. Following the initial staff meeting in Task A above, RRM will design a series of preliminary site plans/floor plans, sections, and elevations for the unit prototypes. We will review the designs with staff for comment and approval at approximately the 30% completion stage. Designs will include typical front elevation style options. Plans will be based on generic sites as directed by staff.

Architectural and structural designs will allow for the following:

- All unit elevations to be customizable to allow for variations in exterior materials and door and window fenestration to express individual owner's taste and with respect to community character. This will be achieved by stating minimum shear wall panel requirements for each exterior wall. Most interior walls will not be used for bearing, which will allow for further flexibility by the end-user.
- All units to comply with 2019 CRC and Title 24 regulations
- Design to comply with 2019 CBC
- Structural designs will take into account Mono County's Design Standards in Attachment A of the RFP

Deliverables:

- PDF format submittal
- One (1) meeting with the County staff; a preliminary plan, massing and elevation review meeting (currently expected to be conducted remotely on the platform of County's choice)
- Preliminary site/floor plans for four (4) unit prototypes
- Preliminary sections for four (4) unit prototypes – as needed
- Preliminary style options for front elevation of two (2) options per plan for a total of eight (8) front elevations

Schedule:

- Eight (8) weeks included staff review meetings

Meeting:

- One (1) schematic design (30% set) review meeting prior to the development of public hearing presentation graphics

SUBTASK B.2: PLANNING COMMISSION REVIEW

Based on staff feedback on the preliminary design, RRM will refine the schematic design to an approximately 65% completion level for presentation by staff at the Planning Commission. The submittal will be architecture-specific and for a non-specific generic site; no civil engineering or landscape architecture will be provided for review. It is assumed that County staff will coordinate all submittals, applications, and notices associated with public hearings. RRM will provide presentation materials and be in attendance to answer questions.

Deliverables:

- PDF format 65% plan set
- Floor plans for four (4) ADU prototypes with design options
- Sections for four (4) ADU prototypes
- Elevations for four (4) ADU prototypes – four sides each unit
- Two (2) style options of the front elevation of each of the four (4) ADU base unit prototypes
- Color and material boards – one for each elevation style as printed images
- Eight (8) color front elevations. for publication

Schedule:

- Four (4) weeks included staff review meetings

Meeting:

- One (1) Planning Commission hearing

TASK C: ADU CONSTRUCTION DOCUMENTS

TASK C.1: DOCUMENT PREPARATION AND PLAN REVIEW

Once the designs are reviewed and approved by County staff, RRM will develop the design into construction documents and coordinate the documents with consultants as needed. RRM typically develops the structural design in-house to achieve the highest efficiency level through coordinated collaboration. Our goal would be to express the design intent with a structural system that considers the most material and cost-efficient approach to provide a more implementable affordable housing solution. This detailed review is typically only achievable with an in-house structural design where all parties share a mutual goal. Title 24 mechanical and electrical engineering consultants will typically be contracted through RRM. RRM has long working relationships with all its subconsultants who understand our work approach and value our collaboration. Again, design efficiency will be a key parameter for mechanical and electrical design. RRM is a leader in efficient, sustainable design. We anticipate only one round of plan check revisions and resubmittal. RRM anticipates a single county coordinated review for building and fire. The County will be responsible for the coordination of plan reviews, and comments from additionally noted jurisdictions.

Plans to be produced to the following criteria:

1. All designs shall fully comply with the 2019 California Residential Code, California Code of Regulations, Title 24, and Part 2.5.
2. All designs shall comply with the 2019 California Building Code (CBC), California Code of Regulations, Title 24, and Part 2 for structure(s) or element(s) exceeding the design limitations in the CRC or specifically directed by the CRC to use the CBC.
3. Minimal structural design criteria per Mono County RFP Attachment A.
4. Minimum Energy Compliance Design Criteria: State Title 24 Energy Compliance documentation in all four primary orientations (north, south, east and west-facing).
 - a. Climate Zones 16
 - b. Exterior Wall Insulation: R-20
 - c. Attic Insulation: R-38
 - d. Designed for both heating and cooling: 92 AFUE (Heating); 15 SEER (Cooling)
5. Foundation Design Criteria:

The foundation design for building sites that do not exceed a slope of one vertical to three horizontal units and a deep foundation design. The design does not assume unstable soil or expansive clay soil.

 - a. Soil Bearing Pressure: 1500 PSF (w/out Geotechnical Report)
 - b. Seismic Design Category D
 - c. Lateral Bearing Pressure: 100 PCF
 - d. Foundation Depth Below Ground Surface: 18 inches minimum
 - e. Deep foundation design minimum depth 8'-0" with a total embed of 6'-0" min into undisturbed soils.
6. Front porch options shall be provided on at least one elevation style of each plan type. Porch detailing shall include at a minimum:
 - a. Ledger and attachment details
 - b. Porch framing member size, spacing and connection details
 - c. Column size and isolated footing design, including connection details
 - d. Any soffit and finish trim details required to fulfill the design intent
7. Fire Resistive Construction Details:

The proposed detached units should be anticipated to be located within four feet of a real or assumed property line on the rear or side elevation. Therefore, for each of the proposed plan elevations, the rear and side elevation will be designed to comply with CRC Table R332.1 (1) Fire Resistance Protection/ Rating of Exterior Wall elements.

The following minimum fire protection details shall be included within the plans:

- a. One-hour fire-rated wall construction detail for each architectural style that would comply with ASTM E119 or UL 263 testing
- b. One-hour fire-rated projection details on the underside of the projection for each architectural plan style. Assume two-foot minimum fire separation distance
- c. Design elevation where the opening on the exterior firewalls shall not exceed 25% of the wall area
- d. Specifications and details of roofing material and roof sheathing that would comply with a two-foot minimum fire separation distance

Deliverables:

- PDF format
- Jurisdictional specific cover sheet
- Generic site plan with fillable information – no grading, stormwater or utilities information five (5) feet beyond unit
- Floor plan
- Foundation plans (both slab on grade and raised foundation options based upon CBC soil minimums of 1,500 PSF)
- Floor framing plans
- Roof plan
- Roof framing plan
- Sections; as necessary, maximum of two (2) per unit
- External elevations; one front, two sides and rear as plan typical elevations
- Front exterior elevation options; two (2) optional front elevations per plan, with associated details
- Renderings of exterior: one (1) exterior elevation rendering per style for marketing publication provided as individual graphic files
- Recommended external and internal materials
- Architectural and structural details
- Mechanical, electrical, and plumbing plans; limited to line diagram electrical and mechanical, gas isometric only

- T24 Energy calculations (compliant for all building orientations)
- No Fire sprinklers plans to be provided other than designating the requirement for fire sprinklers as applicable
- High fire zone detail sheet and fire department compliance information
- CALGreen (Title 24 / Part 11) requirements sheet
- One (1) plan review cycle is anticipated

Final Delivery Documents:

- 24 x 36 PFD file
- 11 x 17 PDF file (non-scalable)
- Color exterior renderings suitable for marketing and publication
- Illustrative floor plan for marketing and publication

Schedule:

- Eight (8) weeks of production time

Meeting:

- One (1) pre-submittal 90% set review meeting

City Staff Requirements:

- Building official coordination meeting to establish consistent review procedures

TASK D: MANAGE THE PROJECT

TASK D.1: PROJECT MANAGEMENT/ COORDINATION

RRM will need to coordinate and meet with County staff, various departments, and interest groups in addition to those specifically outlined in this scope. This will include information teleconferences, meetings, research correspondence, status reports, record keeping, project coordination, electronic file management, preparation for meetings, and all other coordination during the project.

Deliverables:

- *PDFs, project administration and coordination as needed*
- *Conference calls and emails as needed*
- *Print sets for plan check submittal and resubmittal*

WORK PROGRAM ASSUMPTIONS

- **Meeting Attendance.** The project budget includes attendance at public meetings identified in the work program. The costs of additional meeting attendance would be on a time and materials basis if requested. In addition, meetings are assumed to be conducted using a virtual format.
- **Draft Documents.** A draft of each document will be provided to staff and revised based on a single set of consolidated comments providing clear direction.
- **Printing.** This budget assumes the County will be responsible for printing and distributing documents.
- **Environmental Review.** The scope of work requested does not include environmental documentation or clearance pursuant to the California Environmental Quality Act. As such, environmental documentation and technical studies are not included in this work program. However, such documentation would be provided on a time and materials basis if requested.
- All permit-ready ADU designs will be developed to use 2019 CRC conventional construction code. Any design revisions which exceed the constraints of this assumption may require additional engineering and fee.
- This proposal assumes the County will maintain the approved, architect or engineer stamped originals and issue users unstamped copies and require a hold harmless agreement to be signed by the end-user. The wording suggested similar to "By using these Permit Ready Accessory Dwelling Unit construction documents, the user agrees to release, hold harmless, and indemnify the County, its elected officials and employees, and the Architect or Engineer who prepared these construction documents from any and all claims, liabilities, suits and demands on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, arising out of the use of these construction documents."

SECTION 5 | Cost Proposal

TASK A: ESTABLISH A STRONG FOUNDATION			FEE TYPE
A.1	Project Initiation Meeting	T&M NTE	\$ 1,640
A.2	Data Gathering and Document Research	T&M NTE	\$ 2,564
Task 1 Value:			\$ 4,204

TASK B: CREATE PROTOTYPE PLANS FOR ACCESSORY DWELLING UNITS			FEE TYPE
B.1	Preliminary Design ADU	T&M NTE	\$ 10,068
B.2	Planning Commision Review - 65% Review	T&M NTE	\$ 7,868
Task 2 Value:			\$ 17,936

TASK C: ADU CONSTRUCTION DOCUMENTS			FEE TYPE
C.1	Document Preparation and Plan Review	T&M NTE	\$ 44,960
Task 3 Value:			\$ 44,960

TASK D: MANAGE THE PROJECT			FEE TYPE
D.1	Project Management/Coordination	T&M NTE	\$ 10,680
Task 4 Value:			\$ 10,680

Subtotal			\$ 77,780
Reimbursable Expenses			\$ 2,000
Estimated Project Total			\$ 79,780

RRM	SCOTT MARTIN	RRM	RANDY RUSSOM	RRM	TONY TOMASELLO	RRM	BOBBY WALKER	RRM	ARCH STAFF	RRM	JESSICA MEADOWS	RRM	ENGINEER STAFF
	Principal / Design Director		Senior Project Manager		Senior Planner		Project Architect		Architecture Production Staff		Structural Engineer		Engineering Production Staff
	210 \$ per hour		200 \$ per hour		162 \$ per hour		112 \$ per hour		120 \$ per hour		160 \$ per hour		110 \$ per hour
4	\$840	4	\$800	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2	\$420	2	\$400	8	\$1,296	4	\$448	0	\$0	0	\$0	0	\$0

20	\$4,200	8	\$1,600	6	\$972	8	\$896	20	\$2,400	0	\$0	0	\$0
6	\$1,260	6	\$1,200	0	\$0	4	\$448	20	\$2,400	16	\$2,560	0	\$0

8	\$1,680	24	\$4,800	0	\$0	40	\$4,480	120	\$14,400	40	\$6,400	120	\$13,200
---	---------	----	---------	---	-----	----	---------	-----	----------	----	---------	-----	----------

12	\$2,520	20	\$4,000	0	\$0	20	\$2,240	0	\$0	12	\$1,920	0	\$0
----	---------	----	---------	---	-----	----	---------	---	-----	----	---------	---	-----

Fee Footnotes

Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) establish the maximum that will be billed for each task. Amounts billed will reflect actual hours and will not exceed the maximum amount shown without prior approval by the Client..

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.



BILL RATE RANGES

Subject to change effective March 1st each year

ARCHITECTURE

Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING

Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING

Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 26
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES

Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Community Development

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bentley Regehr, Planning Analyst

SUBJECT Approval of Contract between Mono
County and EcoShift for Services
Related to Updates to Vehicle Miles
Traveled (VMT) and Greenhouse
Gas Emissions (GHG) Standards

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with EcoShift Consulting pertaining to services related to updates to Vehicle Miles Traveled (VMT) and Greenhouse Gas Emissions (GHG) standards.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The County's budget for the project is \$105,200, of which \$85,200 are SB-2 grant funds and \$20,000 are LTC funds. Up to 5% of the funding will be available to compensate for County staff time.

CONTACT NAME: Bentley Regehr

PHONE/EMAIL: 760-924-4602 / bregehr@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Contract](#)

History

Time	Who	Approval
7/21/2021 10:57 AM	County Counsel	Yes
7/14/2021 12:27 PM	Finance	Yes
7/30/2021 1:49 PM	County Administrative Office	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

July 20, 2021

To: Mono County Board of Supervisors

From: Bentley Regehr, Planning Analyst
Gerry LeFrancois, Principal Planner

Re: Contract with EcoShift Consulting

RECOMMENDED ACTION

Approve County entry into proposed contract and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT

The County's budget for the project is \$105,200, of which \$85,200 are SB-2 grant funds and \$20,000 are LTC funds. Up to 5% of the funding will be available to compensate for County staff time.

DISCUSSION

At the direction of the Mono County Board of Supervisors, the Community Development Department applied for and was awarded a grant funded by Senate Bill (SB)-2 to create a California Environmental Quality Act (CEQA) streamlining checklist for Greenhouse Gas (GHG) emissions and updates that establish Vehicle Miles Traveled (VMT) standards to be consistent with state law to facilitate housing development. The purpose of SB-2 funds is to assist local governments with addressing housing issues in California.

The Community Development Department distributed a Request for Proposals for the subject project on March 9, 2021, which is available upon request. Three proposals were received and evaluated by Community Development staff. Following the elimination of one submittal through evaluation scoring criteria, two firms were granted interviews. The staff panel recommends awarding the contract to EcoShift due to their subject expertise, ability to meet the timeline and budget, focused scope of work, and ability to utilize the existing GHG inventory structure and create a model compatible with existing County software. EcoShift's proposed scope of work and budget is attached to the contract.

Please contact Bentley Regehr (760-924-4602 or bregehr@mono.ca.gov) with any questions. This staff report has been reviewed by the Community Development Director.

ATTACHMENTS:

1. Contract with Ecoshift, with Scope of Work, Timeline, and Cost Schedule

**AGREEMENT BETWEEN COUNTY OF MONO
AND ECOSHIFT CONSULTING
FOR THE PROVISION OF PLANNING CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of planning consulting of EcoShift Consulting (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Community Development Department, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from July 20, 2021, to December 31, 2022, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$105,200, not to exceed \$105,200 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$2,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$1,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Community Development Department
1290 Tavern Road
PO Box 347
Mammoth Lakes, CA 93546

Contractor:
EcoShift Consulting
126 Bonifacio Place, Suite G
Monterey, CA 93940
kristin@ecoshift.com

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND ECOSHIFT CONSULTING
FOR THE PROVISION OF PLANNING SERVICES**

TERM:

FROM: 7.20.21 TO: 12.31.22

SCOPE OF WORK:

See attached proposal.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND ECOSHIFT CONSULTING
FOR THE PROVISION OF PLANNING SERVICES**

TERM:

FROM: 07-20-21 TO: 12-31-21

SCHEDULE OF FEES:

SEE FEE STRUCTURE IN ATTACHMENT B1 PROPOSAL

See Attachment B1, incorporated herein by this reference (optional).

Attachment 2 – Scope of Work and Project Schedule

TASK A - REP and GHG Inventory Update, and GHG Checklist

Task A.1 Review and edit the Resource Efficiency Plan (REP) for consistency with state policies.

EcoShift will ensure that the policies outlined in the 2015 REP are consistent with state climate directives, including AB-32, SB-32, and Executive Order S-3-05.

The REP will also be updated to reflect the results of the updated emissions forecasting and modeling in Task A.2 and the Greenhouse Gas Emissions (GHG) streamlining checklists developed A.3. A Draft REP will be provided to the County for review. The REP will be revised to address County comments.

Task A.2 Emissions Forecasting

The County conducted a 2010 Greenhouse Gas Emissions Inventory for unincorporated Mono County as part of a General Plan update that was used to inform the 2015 REP. This inventory was forecasted to reflect emission rates expected by 2020. The first step in Task A.2 will be to determine how accurate that 2010 emissions forecast was by completing a new 2020 GHG inventory baseline of both county operations and the community within the unincorporated area of the County. EcoShift will create a forecast for years 2030 and 2050 under a business as usual scenario, using a set of constraints and escalation factors. EcoShift will use the County's internal spreadsheets as an instrument to capture a baseline and forecast settings.

Task A.3 GHG Streamlining Under CEQA

EcoShift will prepare project checklists that can be used to demonstrate compliance with the updated REP. Separate project checklists will be prepared for County projects versus private development projects because different policies pertain to each project category. The project checklist will be included in the updated REP as an attachment to the REP. The GHG checklists will be used by applicants for new projects to identify which REP measures apply to the project, and include those measures in the application for project review. EcoShift will provide the draft project checklists to the County for review. EcoShift will revise the draft checklists to address County comments and will prepare Final GHG checklists for inclusion in the updated REP.

Task A Deliverables:

- Draft and Final Revised REP with updated policies pursuant to new state guidelines and updated emissions inventories and projections
- Current emissions levels for year 2020 at County Operations and the unincorporated community.
- Business as usual forecast (BAU) including a forecast for years 2030 and 2050 for County operations and unincorporated communities.
- Draft and Final CEQA GHG checklists

Task B VMT Standards

Task B.1: Methodology

DKS will establish the appropriate tool and data sources for establishing a countywide VMT baseline for Mono County. DKS will depict existing practices and methodologies used by counties/cities similar in context, size, and character to Mono County.

Task B.2: Development of VMT Thresholds and Screening Criteria

DKS will develop VMT thresholds appropriate to the County's land use patterns. DKS will also identify a minimum of six (6) potential thresholds for land use and infrastructure projects. The project level thresholds and associated land uses include:

- Residential VMT (VMT/capita) – Establish baseline VMT and threshold on a per capita basis. “Residential” uses include, but are not limited to, single-family, multi-family, and mobile homes.
- Work VMT (VMT/employee) – Establish baseline VMT and threshold on a per employee basis. “Work” uses include, but are not limited to, office, office parks, light industrial, industrial, warehousing, manufacturing, and business parks.
- Retail VMT (net VMT) – Measure net VMT within boundary, and determine threshold based on net change. “Retail” uses include, but are not limited to, supermarkets, restaurants, gas stations, wineries, agriculture tourism, and hotels. Public and recreational uses such as parks, hospitals, libraries, and public services may also be assessed in this way, if needed.
- Mixed-Use Projects – Evaluate each component independently using the above thresholds, considering credit for internal capture, OR evaluate dominant use.
- Change of Use Projects (net VMT) - Measured based on net change in VMT for total area.
- Infrastructure Projects (net VMT) - Measured based on net change in VMT for total area.

DKS will develop a custom analysis tool for estimating project-level VMT for proposed land use and transportation projects for Mono County. DKS will work with Mono County IT to ensure the tool is easily used by Community Development staff.

Task B.3: Develop Project-Level VMT Mitigation Measures

DKS will review California Air Pollution Control Officers Association's guidance and other available guidelines and studies, such as the OPR Technical Advisory and Caltrans Traffic Analysis Framework regarding strategies to reduce VMT and develop a list of feasible project-specific and regional mitigation measures. DKS will base and prioritize the mitigation measures on land use patterns, travel behaviors, effectiveness, relevancy to projects in the County and its' General Plan land use and transportation policies. DKS will document potential mitigation measures in a draft memorandum for review by the County. Panoramic Environmental will review the potential CEQA mitigation measures and identify any that may create future procedural, regulatory, or policy conflicts.

Task B Deliverables:

- Draft memorandum that details the selected VMT baseline modeling approach, calculation methodology and associated databases or spreadsheet workbooks, and baseline VMT.
- Final draft memorandum that summarizes all Task B.1 deliverables.
- Draft and final draft technical memorandums on proposed VMT thresholds and screening criteria.
- Development of a VMT Sketch Planning Tool.
- Draft and final draft VMT Tracking Methodologies technical memorandum.

Task C (Optional): Clearly determine whether the County has met 2020 goals in both its internal operations and community wide emissions.

The Project Team will determine whether the County is meeting the targets in the REP update and define strategies to be implemented if the County is not meeting the targets. The Project Team will review the monitoring process that the County currently has established and define resources available to improve regular monitoring. On-going monitoring is a necessary component to ensure that the plan can be used for CEQA streamlining.

Task C Deliverables

- REP Appendix A: Progress Report

Task D (Optional) Train County staff on procedures to conduct future updates.

The Project Team will ensure that the GHG database and CEQA checklists are transparent and align with the current spreadsheets provided by the County. According to the RFP, Excel spreadsheets exist that enable GHG inventories to be created and reported. We would like to streamline these spreadsheets if needed to better position County staff to use these tools moving forward.

Task D Deliverables

- Staff Training

Table # Estimated Fee

	Project Team										Project Total
	Kristin Cushman, CEO	Rich Swanson, Senior Financial Analyst	Susanne Heim, Principal	Caitlin Gilleran, Project Manager	Dave Tokarski, Senior Transportation Manager	Erin Vaca, Transportation Planner	John Gibb, Senior Transportation Engineer	Jim Damkowitz, Transportation Planner	Dock Rosenthal, GIS Analyst	Charley Henry, VMT Analyst	
Hourly Rate:	\$200.00	\$185.00	\$248.00	\$168.00	\$169.78	\$188.13	\$203.80	\$279.52	\$119.40	\$102	
Hr wage	\$84.00	\$75.00	\$84.00	\$56.73	\$89.15	\$89.15	\$89.15	\$89.15	\$38.08	\$32.49	
Fringe	\$29.00	\$27.00	\$36.00	\$24.22	\$65.18	\$65.18	\$65.18	\$65.18	\$27.84	\$23.75	
Overhead	\$56.00	\$52.00	\$70.00	\$46.97	\$99.79	\$99.79	\$99.79	\$99.79	\$42.62	\$36.37	
G&A	\$29.00	\$27.00	\$36.00	\$24.05	0	0	0	0	0	0	
Fee	\$1.00	\$4.00	\$22.50	\$15.00	\$25.41	\$25.41	\$25.41	\$25.41	\$10.85	\$9.26	
Task A: REP and GHG Inventory Update, and GHG Checklist											
Task A.1 Review and edit REP for consistency with state policies	8	32	12	20							\$ 13,856
Task A.2 Emissions Forecasting	8	131	10								\$ 28,315
Task A.3 GHG Streamlining Under CEQA			12	50							\$ 11,376
Subtotal for Task A	16	163	34	70	-	-	-	-	-	-	\$ 53,547
Task B VMT Standards											
Task B.1 VMT Methodology											\$ -
Task B.1.1 Evaluate VMT baseline approaches					2	2	1	2			\$ 1,479
Task B.1.2 Develop VMT baseline values					8	4	4	2	30	40	\$ 11,142
Task B.1.3 VMT baseline methodology memorandum					2	1		2	4	4	\$ 1,972
Task B.2 Development of VMT Thresholds and Screening Criteria											\$ -
Task B.2.1 Evaluate thresholds and screening criteria structure					2	2		1			\$ 995
Task B.2.2 Develop VMT thresholds and screening criteria					4	8		2		8	\$ 3,558
Task B.2.3 VMT thresholds and screening criteria memorandum						2		2		2	\$ 1,139
Task 2.3.4 Development of VMT Sketch Planning Tool					2			2	40		\$ 5,675
Task B.3 Develop Project-Level VMT Mitigation Measures											\$ -
Task B.3.1 Development of Project Level VMT Mitigation Measures					2	4		2			\$ 1,651
Task B.3.2 VMT Mitigation Measure memorandum					2	4		2			\$ 1,651
Task B.3.3 Review and Recommend Modifications to the County's Traffic and Environmental Guidelines including VMT											\$ -
Task B.4 Tracking Methodologies											\$ -
Task B.4.1 Revised County Guidelines					2	8		4			\$ 2,963
Subtotal for Task B	-	-	-	-	26	35	5	21	74	54	\$ 32,224
Project Management											
Attend Meetings	26		8			4		12		2	\$ 11,495
Subtotal for Task D	26	-	8	-	-	4	-	12	-	2	\$ 11,495
Optional Tasks											
Task C Goal Setting				44							\$ 7,392
Task D Train County Staff			12								\$ 2,976
Sub Total for Task C & D			12	44							\$ 10,368
TOTAL ESTIMATED FEE w/ Optional Tasks											
TOTAL ESTIMATED FEE											\$ 107,634

*Remaining funds can be spent on County Staff

Timeline

		2021									
Task	Task Description	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Task A	REP and GHG Inventory Update, and GHG Checklist	█	█	█	█	█	█				
Task A.1	Review and edit REP for consistency with state policies	█	█								
Task A.2	Emissions Forecasting		█	█	█						
Task A.3	GHG Streamlining Under CEQA					█	█				
Task B	VMT Standards	█	█	█	█	█	█				
Task B.1	VMT Methodology	█									
Task B.2	Development of VMT Thresholds and Screening Criteria		█	█							
Task B.3	Develop Project-Level VMT Mitigation Measures			█	█	█					
Task B.4	Review and Recommend Modifications to the County's Traffic and Environmental Guidelines including VMT Tracking Methodologies						█				
Task C (Optional)	Goal Setting					█	█	█			
Task D (Optional)	Train County staff							█	█		



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

Departments: Finance, CAO

TIME REQUIRED 10 minutes

SUBJECT Fiscal Year 2020-2021 Year End
Clean Up Budget Adjustment

**PERSONS
APPEARING
BEFORE THE
BOARD**

Janet Dutcher, Finance Director,
Megan M. Chapman, Accountant II

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

During the year-end process of closing the accounting records, approval from the Board of Supervisors is required when budgeted appropriations are estimated insufficient to cover actual spending incurred by County Departments and where other administrative remedies to reallocate budgeted amounts within budget units is not available or inefficient to do so.

RECOMMENDED ACTION:

Approve and direct the Finance Director to make the FY 2020-2021 year-end budget clean-up adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

FISCAL IMPACT:

If approved as recommended, General Fund expenditure contingencies is reduced by \$64,000 to a remaining balance of \$254,550. In non-General Fund accounts, additional spending of \$125,987 is offset by an increase of \$37,000 in GF subsidy to cover unanticipated maintenance expenditures at the County's airports, use of \$32,987 of carryover in the Fish Enhancement fund, and use of \$56,000 of carryover in the Civic Center Capital Projects fund.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Attachment A

History

Time	Who	Approval
7/28/2021 9:26 PM	County Counsel	Yes
7/29/2021 8:05 AM	Finance	Yes
7/30/2021 1:48 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

To: Board of Supervisors

From: Janet Dutcher, Finance Director

Date: August 3, 2021

Re: FY 2020-21 Year-End Clean Up Budget Adjustment

Recommended Action:

Approve and direct the Finance Director to make the FY 2020-21 year-end cleanup budget adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

Discussion:

During the year-end process of closing the accounting records, occasionally unanticipated transactions will create situations where total budgeted appropriations by an individual budget unit is not sufficient to cover total expenditures incurred for the fiscal year. Attachment A is a listing of the individual budget units that require a budget adjustment and the reasons why. Where actual spending exceeds budgeted appropriations, adjustments are first offset by any unanticipated revenues, if available, then by contingencies if applicable to the General Fund related budget units or with fund balance if applicable to non-General Fund budget units.

This agenda item is to request your Board's approval of the budget adjustments as shown in Attachment A. The County Budget Act requires a 4/5ths approval of your Board.

**ATTACHMENT A
FY 2020-21 Year-end Budget Adjustments**

Fund	Budget Unit	Adjustments to:			Explanation
		Fund Balance	Revenues	Expenditures	
100: General Fund	District Attorney	-	-	23,412	Victim Witness share of the Civic Center rent is not an eligible program expense. Move Victim Witness share of rent expense to the District Attorney budget unit
	Victim Witness	-	-	(23,412)	
	Facilities	-	-	27,000	Additional appropriations needed for unanticipated expenditures that exceeded budget. These includes \$15,000 for utilities, \$7,000 for overtime, and \$5,000 for repairs and maintenance.
	Contributions & Transfers	-	-	37,000	Airport subsidy to cover unanticipated repairs
	Contingency			(64,000)	
	100: General Fund Total	-	-	-	
102: Fish Enhancement		32,987		32,987	fish delivery occurred on June 30th instead of July 1st. His is to budget the carryover balance.
193: Civic Center Project		56,000		56,000	Miscellaneous move-in expenses including sound proofing, furniture, surveying fees, and hardware purchased by facilities, not previously budgeted.
600: Airport Fund		-	37,000	37,000	General maintenance performed by Road Fund employees. Replacement of beacon light at Lee Vining airport. Airport has insufficient own revenues to cover these expenditures.
	Non-General Fund Total	88,987	37,000	125,987	



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

TIME REQUIRED

SUBJECT Closed Session – Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Amerisourcebergen Drug Corp., Cardinal Health, McKesson Corporation, Purdue Pharma L.P., Purdue Pharma, Inc, The Purdue Frederick Co., Inc. et al., U.S. Dist. Court for Eastern California, Case No. 2:18- cv-00149-MCEKJN.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Anne Frievalt

PHONE/EMAIL: (760) 924-1707 / afrievalt@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time	Who	Approval
7/22/2021 1:02 PM	County Counsel	Yes
7/19/2021 9:41 AM	Finance	Yes
7/30/2021 1:49 PM	County Administrative Office	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

TIME REQUIRED

SUBJECT Closed Session – Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Ernesto Bravo and Elvira Bravo, Mono County Superior Court Case No. CV 200072.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Anne Frievalt

PHONE/EMAIL: 760 924-1707 / afrievalt@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time	Who	Approval
7/22/2021 1:02 PM	County Counsel	Yes
7/19/2021 9:42 AM	Finance	Yes
7/30/2021 1:50 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 3, 2021

TIME REQUIRED

SUBJECT Closed Session - Initiation of
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Anne Frievalt

PHONE/EMAIL: 760 924-1707 / afrievalt@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
5/21/2021 5:05 PM	County Counsel	Yes
5/17/2021 4:53 PM	Finance	Yes
7/30/2021 1:48 PM	County Administrative Office	Yes