

# Mono County Community Development Department

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P.O. Box 347  
Mammoth Lakes, CA 93546  
O : (760) 924-1800, F : (760) 924-1801  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

Planning Division

P.O. Box 8  
Bridgeport, CA 93517  
O: (760) 932-5420, F : (760) 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

## USE PERMIT INFORMATION

### INTRODUCTION:

A Use Permit is a discretionary permit issued by the Planning Commission, typically for uses that may be compatible with surrounding land uses under certain conditions. After holding a public hearing to receive input and comment, the Planning Commission sets conditions or standards, makes the required findings for a Use Permit, and issues Use Permits.

### APPLICATION PACKET SHALL INCLUDE:

- A. A completed application.
- B. A completed Project Information Form.
- C. If applicable, a completed Short-Term Rental Supplemental Form for short-term rental requests.
- D. A detailed Plot Plan that meets the requirements of the Plot Plan Guidelines (one copy no larger than 11" x 17"). Applicants of larger projects may be required to submit additional copies.
- E. Elevations or flat scale drawings of the proposed project (one copy no larger than 11" x 17"). Applicants of larger projects may be required to submit additional copies.
- F. Floor plans of the proposed project (one copy no larger than 11" x 17"). Applicants of larger projects may be required to submit additional copies.
- G. A deposit fee for project processing. Applicants are responsible for costs incurred above deposit amount.
- H. A completed Project Evaluation, Environmental Review, and Processing Services Agreement.
- I. If applicable, a deposit fee for environmental review under the California Environmental Quality Act. Applicants must prepay the contract estimate for environmental review, plus 20% deposit for staff time. Applicants are responsible for cost incurred above the prepaid amount.
- J. Other project information requested for evaluation as determined by the Department.

### APPLICATION REVIEW PROCEDURE:

- A. **Preapplication consultation.** Consultation can be requested by staff or the applicant for larger projects, or projects that may generate significant public controversy.
- B. **Application package.** Applicant submits the application packet to the Planning Division.
- C. **Staff review of application package.** If application is incomplete, the applicant will be notified of deficiencies. Generally, projects requiring the preparation of a Negative Declaration or Environmental Impact Report will take longer to process. If the application is deemed complete, the packet will be sent for review by local, state and federal agencies, and a Land Development Technical Advisory Committee (LDTAC) meeting will be scheduled. The LDTAC consists of representatives from the Planning Division, Public Works, and Environmental Health. If the application is accepted, the preparation of a staff report and environmental document for the Planning Commission will commence. Projects requiring a Negative Declaration or Environmental Impact Report (EIR) are scheduled a minimum of four weeks after a complete project application is accepted. Projects that are Categorically Exempt under the California Environmental Quality Act could be scheduled sooner. The Board of Supervisors' Minute Order 83-1154 requires

the Planning Division to give local fire districts at least 20 days to review and comment on projects. After the initial review period, meetings are held to examine comments and concerns of local, state and federal agencies.

- D. **The LDTAC review of project.** The LDTAC will review the project conditions of approval and comments from other agencies and the environmental document with the applicant. A Planning Commission hearing will be scheduled following the LDTAC meeting. Most Planning Commission hearings will be scheduled two weeks after the LDTAC meeting due to public review and noticing requirements. Projects with Negative Declarations or EIRs will have longer review periods.
- E. **Staff report and environmental document.** A staff report and, if applicable, the environmental document will be sent to the Planning Commission and the applicant at least five days prior to the public hearing.
- F. **Planning Commission hearing.** Following a staff presentation and public comment, the Planning Commission will make a determination on the environmental document and then take action on the proposed project. The Planning Commission can: (1) deny; (2) approve; (3) approve with conditions; or (4) continue the hearing to receive additional input. The applicant is encouraged to attend the hearing to provide the Commission with additional information and to answer questions. Unless the project is appealed to the Board of Supervisors, the decision of the Planning Commission is usually the last administrative action.
- G. **Appeal.** The applicant or other interested parties can appeal the decision of the Planning Commission to the Board of Supervisors. A completed appeal application with accompanying fees must be filed with the Planning Division within 10 days of the decision date.
- H. **Inactive Project.** The project shall be deemed inactive if the applicant has not submitted the requested materials from the most recent County correspondence within 180 days, in accordance with Section 04.360 of the Mono County General Plan Land Use Element.

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## PLOT PLAN CHECKLIST

Lack of a plot plan or any of the required information will delay the review of your plans by the Planning Division.

### **PLOT PLANS MUST INCLUDE:**

- Name/address/phone number of owner, applicant, plan preparer
- North arrow, scale (1"=20', etc.)
- Assessor's Parcel Number (APN)
- Location/name of boundary streets, surface waters and recorded easements on property (include type and size of any easements)
- Dimensioned property lines/project boundary lines
- Location/outside dimensions/use of proposed structures, driveways, parking areas -- distance between structures and setbacks to all property lines and surface waters
- Contour lines if the property is in a flood zone

### **PLOT PLANS MUST ALSO INCLUDE THE FOLLOWING**, if applicable:

- Location/outside dimensions/use of existing structures: distance between structures and setbacks to all property lines and surface waters
- Location and name of surface waters within 50 feet of property
- Location of utility lines 115 kV or greater within 35 feet of property
- Unusual site features (e.g., hilly terrain, drainages) on property

**NOTE:** New development in the Swall Meadows area are required to submit a Wheeler Crest Design Review application.

The items checked above have been included on the submitted plot plan.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

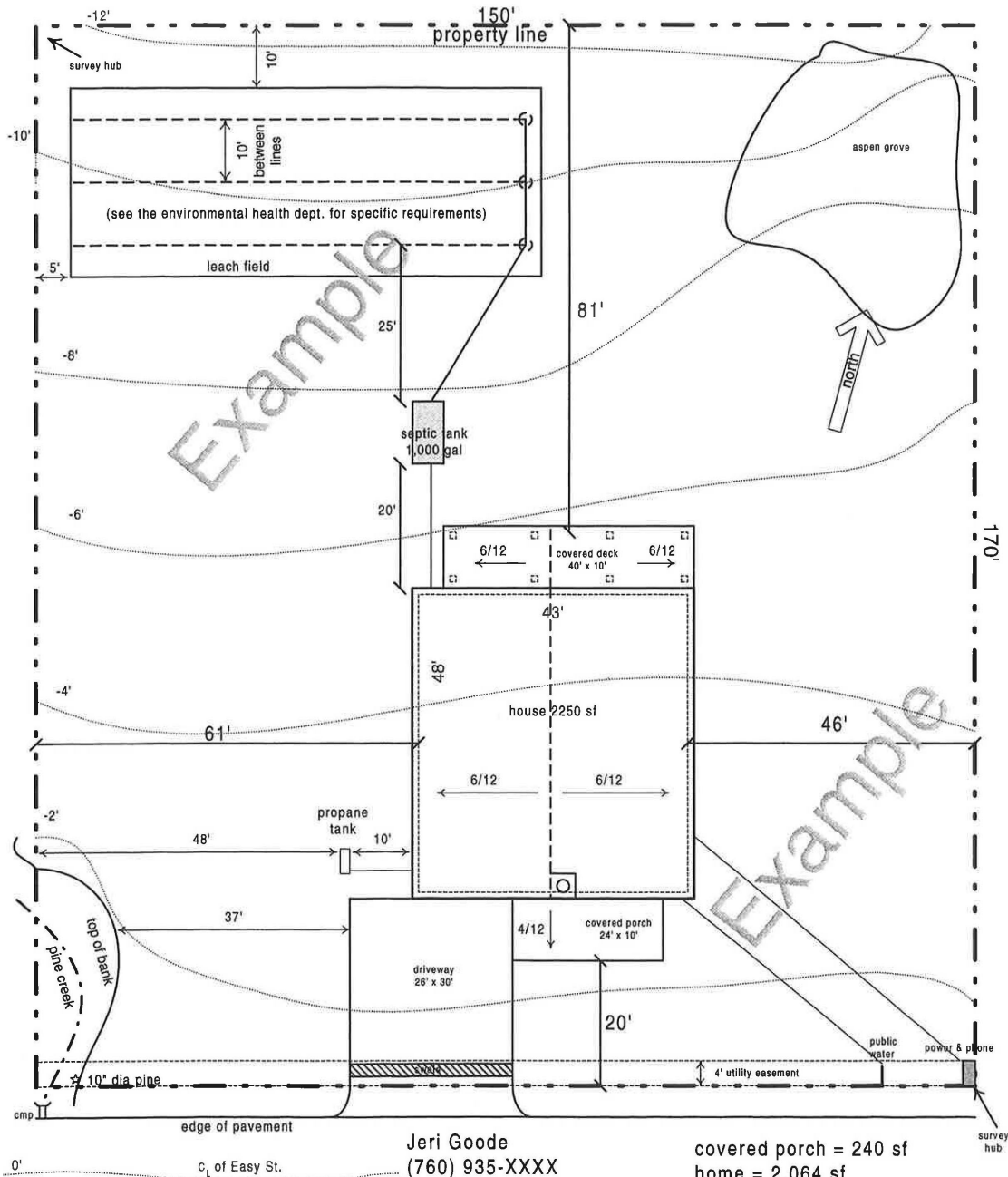
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### PLOT PLAN EXAMPLE



Jeri Goode  
(760) 935-XXXX  
123 Easy St.  
Sunny Slopes, CA 93546  
APN 62-XXX-XX  
lot area = 25,500 sf  
scale 1" = 20'

covered porch = 240 sf  
home = 2,064 sf  
covered deck = 400 sf  
driveway = 780 sf  
total lot coverage = 3,484 sf  
or 13.6%

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**USE PERMIT  
APPLICATION**

<b>DATE RECEIVED:</b> _____
<b>RECEIVED BY:</b> _____
<b>RECEIPT:</b> _____ <b>CHECK:</b> _____

**APPLICANT/AGENT:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**OWNER**, if other than applicant: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**PROPERTY DESCRIPTION:** \_\_\_\_\_

Accessor's Parcel Number: \_\_\_\_\_ Land Use Designation: \_\_\_\_\_

**PROPOSED USE:** \_\_\_\_\_

Describe the proposed project in detail, using additional sheets if necessary: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Note: An incomplete or inadequate project description may delay project processing.*

I CERTIFY UNDER PENALTY OF PERJURY THAT I am:  The legal owner(s) of the subject property (all individual owners must sign as their names appear on the deed to the land),  A corporate officer(s) empowered to sign for the corporation, OR  The owner's legal agent having Power of Attorney for this action (a notarized "Power of Attorney" document must accompany the application form), AND THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**PROJECT INFORMATION**

*(To be completed by applicant or property owner)*

NOTE: Please answer all questions as accurately and completely as possible to avoid potential delays in processing. Attach additional sheets if necessary.

**I. TYPE OF PROJECT** (check any permit(s) requested):

- Director Review       Use Permit       Lot Line Adjustment       Variance  
 Subdivision                       Land Division (4 or fewer)       Specific Plan  
 General Plan Amendment                       Short-Term Rental Activity Permit  
 Other: \_\_\_\_\_

APPLICANT: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

LOT SIZE (sq ft/acre): \_\_\_\_\_ ASSESSOR'S PARCEL NUMBER: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

Has your project been described in detail in the application? Yes  No

Please Specify:

Number of Units: \_\_\_\_\_ Building Height/Floors: \_\_\_\_\_

Number of Buildings: \_\_\_\_\_ Density (Units/Acre): \_\_\_\_\_

Total Lot Coverage (sq ft & %): \_\_\_\_\_

a. Buildings (footprint/sq ft & %): \_\_\_\_\_

b. Paved Parking & Access (sq ft & %): \_\_\_\_\_

Landscaping/Screening and Fencing:

a. Landscaping (sq ft & %): \_\_\_\_\_

b. Undisturbed (sq ft & %): \_\_\_\_\_

Total Parking Spaces Provided:

a. Uncovered: \_\_\_\_\_

b. Covered: \_\_\_\_\_

c. Guest/Handicapped: \_\_\_\_\_

**II. SITE PLAN**

Are all existing and proposed improvements shown on the plot plan (see Plot Plan Requirements)? Yes  No

**III. ENVIRONMENTAL SETTING**

Use one copy of the Tentative Map or Plot Plan as needed to show any necessary information. Attach photographs of the site, if available.

1. VICINITY MAP:

Attach a copy of the assessor's parcel pages or a vicinity map showing the subject property in relation to nearby streets and lots or other significant features.

2. EXISTING DEVELOPMENT:

Vacant  If the site is developed, describe all existing uses/improvements such as structures, roads, etc. Does the plot plan show these uses? Yes  No

\_\_\_\_\_  
\_\_\_\_\_

3. ACCESS/CIRCULATION:

Name of Street Frontage(s): \_\_\_\_\_

Paved  Dirt  No existing access

Are there any private roads or road easements on/through the property? Yes  No

Has an encroachment permit been submitted to Public Works or Caltrans? Yes  No

Does the property have any existing driveways or access points? Yes  No

Are any new access points proposed? Yes  No

Does the Plot Plan show the driveways or access points? Yes  No

Describe the number and type of vehicles associated with the project: \_\_\_\_\_

4. ADJACENT LAND USES:

A. Describe the existing land use(s) on adjacent properties. Also note any major man-made or natural features (i.e., highways, stream channels, number and type of structures, etc.).

LAND USE

LAND USE

North: \_\_\_\_\_ South: \_\_\_\_\_

East: \_\_\_\_\_ West: \_\_\_\_\_

B. Will the proposed project result in substantial changes in pattern, scale or character of use in the general area? Yes  No  If YES, how does the project propose to lessen potential adverse impacts to surrounding uses? \_\_\_\_\_

\_\_\_\_\_

5. SITE TOPOGRAPHY:

Is the site on filled land? Yes  No  Describe the topography (i.e., landforms, slopes, etc.): \_\_\_\_\_

\_\_\_\_\_

6. DRAINAGES:

A. Describe existing drainage ways or wetlands on or near the project site (i.e., rivers, creeks and drainage ditches 12" or deeper and/or within 30' of the property): \_\_\_\_\_

\_\_\_\_\_

B. Are there any drainage easements on the parcel? Yes  No

C. Will the project require altering any streams or drainage channels? Yes  No

If YES, contact the Department of Fish and Game for a stream alteration permit.

IF YES TO ANY OF THE ABOVE, show location on plot plan and note any alteration or work to be done within 30 feet of the stream or drainage.

7. VEGETATION:

A. Describe the site's vegetation and the percentage of the site it covers (map major areas of vegetation on the Plot Plan): \_\_\_\_\_  
\_\_\_\_\_

B. How many trees will need to be removed? \_\_\_\_\_

C. Are there any unique, rare or endangered plant species on site? Yes  No

D. Has the site been used for the production of agricultural crops/trees or grazing/pastureland in the past or at the present time? Yes  No

E. Is landscaping/planting of new vegetation proposed? Yes  No

8. WILDLIFE:

A. Will the project impact existing fish and wildlife? Yes  No

Describe existing fish and wildlife on site and note any proposed measures (if any) to avoid or mitigate impacts to fish and wildlife: \_\_\_\_\_  
\_\_\_\_\_

B. Are there any unique, rare or endangered animal species on site? Yes  No

9. CULTURAL RESOURCES:

A. Are there any cemeteries, structures or other items of historical or archaeological interest on the property? Yes  No

If YES, specify: \_\_\_\_\_

10. SITE GRADING:

A. Will more than 10,000 square feet of site area be cleared and/or graded? Yes  No

If YES, how much? \_\_\_\_\_

B. Will the project require any cuts greater than 4' or fills greater than 3'? Yes  No

C. Will the project require more than 200 cubic yards of cut or fill? Yes  No

If YES, how much? \_\_\_\_\_

If YES to A, B or C, contact the Department of Public Works for a grading permit.

D. Will site grading of 10% or more occur on slopes? Yes  No

E. Note any measures to be taken to reduce dust, prevent soil erosion, or the discharge of earthen material off site or into surface waters: \_\_\_\_\_  
\_\_\_\_\_

11. AIR QUALITY:

A. Will the project have wood-burning devices? Yes  No  If YES, how many? \_\_\_\_\_

B. What fuel sources will the proposed project use? Wood  Electric  Propane/Gas

C. Will the proposal cause dust, ash, smoke, fumes or odors in the vicinity? Yes  No

12. VISUAL/AESTHETICS:

A. How does the proposed project blend with the existing surrounding land uses?  
\_\_\_\_\_  
\_\_\_\_\_

B. How does the proposed project affect views from existing residential/commercial developments, public lands or roads?  
\_\_\_\_\_  
\_\_\_\_\_

C. If outdoor lighting is proposed, describe the number, type and location:

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13. NATURAL HAZARDS:

A. Is the site known to be subject to geologic hazards such as earthquakes, landslides, mudslides, ground failure, flooding, avalanche or similar hazards? Yes  No

B. Will any hazardous waste materials such as toxic substances, flammables or explosives be used or generated? Yes  No

C. Does the project require the disposal or release of hazardous substances? Yes  No

D. Will the project generate significant amounts of solid waste or litter? Yes  No

E. Will there be a substantial change in existing noise or vibration levels? Yes  No

If YES to any of the above, please describe: \_\_\_\_\_

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14. OTHER PERMITS REQUIRED:

List any other related permits and other public approvals required for this project, including those required by county, regional, state and federal agencies:

- Encroachment Permits from *Public Works or Caltrans.*
- Stream Alteration Permit from *Department of Fish and Game*
- 404 Wetland Permit from *Army Corps of Engineers*
- Grading Permit from *Public Works*
- Building Permit from *County Building Division*
- Well/Septic from *County Health Department*
- Timber Land Conversion from *California Department of Forestry*
- Waste Discharge Permit from *Lahontan Regional Water Quality Control Board*
- Other: \_\_\_\_\_

**IV. SERVICES**

Indicate how the following services will be provided for your project and the availability of service.

Electricity: \_\_\_\_\_

Underground  Overhead  (show location of proposed/existing utilities on plot plan)

Road/Access: \_\_\_\_\_

Water Supply: \_\_\_\_\_

Sewage Disposal: \_\_\_\_\_

Fire Protection: \_\_\_\_\_

School District: \_\_\_\_\_

If an extension of any of the above is necessary, indicate which service(s), the length of extension(s), and the infrastructure proposed: \_\_\_\_\_

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**CERTIFICATION:** I hereby certify that I have furnished in the attached exhibits the data and information required for this initial evaluation to the best of my ability, and that the information presented is true and correct to the best of my knowledge and belief. I understand that this information, together with additional information that I may need to provide, will be used by Mono County to prepare a Specific Plan in compliance with state law.

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: Failure to provide any of the requested information will result in an incomplete application and thereby delay processing.

**AGREEMENT FOR THE PROVISION OF PROJECT EVALUATION, ENVIRONMENTAL REVIEW,  
AND PROCESSING SERVICES**

**INTRODUCTION**

**WHEREAS**, \_\_\_\_\_ (hereinafter referred to as the “Applicant”) proposes to engage in the following activities in Mono County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the “Project”).

**WHEREAS**, Mono County Code, General Plan, policies, regulations, and/or state laws or regulations require(s) that the Applicant obtain the approval(s) from the Mono County Planning Commission, Board of Supervisors, or other County department or agency before Applicant may implement the proposed Project (hereinafter the “Discretionary Approval(s)”):

- Director Review
- Use Permit
- Lot Line Adjustment
- Variance
- Subdivision
- Land Division (4 or fewer)
- Specific Plan
- General Plan Amendment
- Short-Term Rental Activity Permit
- Other: \_\_\_\_\_

**WHEREAS**, the Applicant has submitted pre-application materials to the Mono County Community Development Department (hereinafter the “County”) for the Discretionary Approval(s) for the proposed Project.

**WHEREAS**, pursuant to the Mono County Code, General Plan, policies, regulations, and/or state laws or regulations, the Planning Commission, Community Development Department, Public Works Department, Environmental Health Department and/or the Board of Supervisors (hereinafter the “Decision Maker(s)”) have the responsibility for determining whether the Discretionary Approval(s) being sought by Applicant may be issued for the proposed project. The Decision Maker(s) also have responsibility for the County’s compliance with the California Environmental Quality Act (“CEQA”) in regard to the project application.

**WHEREAS**, the County has determined that the Project may be subject to CEQA and thus that appropriate reports and documentation may need to be prepared, completed, and certified in compliance with CEQA before the Decision Maker(s) may consider the project application and the Discretionary Approval(s) being sought for the proposed Project.

**WHEREAS**, the County may find it necessary or desirable to enter into contracts with independent contractors (hereinafter “Contractors”) to assist the County in the evaluation of the proposed Project and in the preparation of CEQA documentation.

**WHEREAS**, this Agreement sets forth the understanding as to the roles and responsibilities of the County in evaluating the proposed Project, in processing the permits(s), in preparing CEQA documentation, in retaining Contractors, and for payment by Applicant to County of all costs incurred by County in conducting these activities.

## TERMS AND CONDITIONS

### 1. **TERM.**

The term of this Agreement shall commence on \_\_\_\_\_. This Agreement shall terminate sixty (60) days from the final action (including any appeals) being taken by the Decision Maker(s) either granting or denying the Discretionary Approval(s). The date of termination shall be sixty (60) days from the effective date of the final decision. Notwithstanding the foregoing, the obligation of the Applicant to defend, indemnify, and hold the County harmless, as provided in Paragraph 8 of this Agreement, shall survive such termination. This Agreement may be sooner canceled or terminated as provided below.

### 2. **SCOPE OF WORK.**

The County shall perform the following services and work:

- Evaluate the project application for completeness and provide any necessary consultation;
- Evaluate the environmental impacts of the proposed Project;
- Evaluate any other impacts or aspects of the Project pertinent to the County's evaluation of the proposed Project;
- Prepare CEQA documentation that address and analyze the proposed Project, including an Environmental Impact Report if deemed appropriate by the County;
- Determine whether to approve the Discretionary Approval(s) sought with respect to the proposed Project.

### 3. **PERFORMANCE OF WORK.**

- A. **Use of Employees and Contractors.** County may perform work and services under this Agreement either by its own employees, or by using one or more Contractors retained by the County. County will have such work or services performed by employees or Contractors who are qualified to, and capable of, doing such work. County will determine which employee(s) and Contractors are qualified and capable to perform the work and services under this Agreement. Applicant has no right to designate or require work or services to be performed by a particular County Department, class of County employee, specific County employee(s), or by Contractors. County need not obtain Applicant's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement. Services and work provided by the County under this Agreement will be performed by County employees or Contractors in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, County Codes, regulations, and resolutions. Such laws, County Codes, regulations, and resolutions include, but are not limited to, those referred to in this Agreement.
- B. **Selection of Contractors.** The County shall notify Applicant in advance of retaining a Contractor to perform services in regard to the proposed Project. Any Contractor who has not already been retained by the County to perform services in regard to the proposed Project shall be selected in a manner consistent with the guidelines set forth in the Mono County Environmental Handbook or may be selected utilizing an alternative procedure mutually acceptable to the parties hereto that is in compliance with County and other applicable law. The Mono County Community Development Director shall determine whether the Contractor, who will assist the County in the evaluation of the project and/or preparation of the CEQA reports and documentation, shall be selected in a manner consistent with the guidelines set forth in the Mono County Environmental Handbook or shall be selected through an alternative procedure. The Community Development Director shall also determine the selection procedure that will be employed with regard to retention of the services of any other Contractor for the purpose of assisting their respective Departments in performing other work required by the County Code or other applicable County or state laws, regulations, or policies.

C. General Provisions Pertaining to Contracts.

- (1) Any contract between the County and a Contractor shall prohibit the Contractor from assisting in the preparation of engineering plans and/or construction designs for the proposed Project. No Contractor retained by the County shall have any financial or economic interest in the Community Development, design, construction or operation of the proposed Project. Prior to the execution of the contract(s) between the County and a Contractor, the Contractor shall execute a statement of financial interest that states that the Contractor has no financial or other interest in the outcome of the Project.
- (2) Any contract between the County and a Contractor shall require that the Contractor procure and maintain insurance for the protection and benefit of the Parties. Prior to the selection of a Contractor, the County will provide Applicant with its minimum insurance requirements for the contract.
- (3) Any contract between the County and a Contractor shall provide that the Contractor may only employ a subcontractor after receipt of prior approval by the County.
- (4) Any contract between the County and a Contractor shall provide that any subcontractor to be hired by the Contractor shall be required to furnish a statement of financial interest to the Contractor that states that the subcontractor has no financial or economic interest in the Community Development, design, construction or operation of the proposed Project. The Contractor shall be required to submit this statement to the County prior to the retention of the subcontractor.
- (5) County shall have authority to suspend work and to suspend payments to any Contractor if the contract work is not performed in a professional, cost effective and generally satisfactory manner. Any suspension of a Contractor for these reasons shall be in the form of a written notice concurrently provided to Applicant and the Contractor.

4. COUNTY COSTS, CONTRACTOR COSTS AND CONSIDERATION.

- A. Amount of payment for services and work performed by County Employees. Applicant shall pay all County costs for all services and work performed by County employee(s) under this Agreement. The County's costs for these services and work shall be the sum of the following: (1) Employee Costs, (2) Overtime, (3) Travel Costs, and (4) Special Costs incurred by the County, as defined and described more fully below:
- (1) Employee Costs. Employee Costs shall be the County's actual costs of providing employees who provide work or services under this Agreement, including their hourly rates of pay (or pro rata portion of salary), fringe benefits, overtime (if applicable), and indirect costs such as overhead. Costs billed to Applicant shall be based on the hours that are actually spent by County employees performing such work or services, rounded up or down to the nearest fifteen minutes.
  - (2) Overtime. Where the circumstances of the services and work provided under this Agreement require a County employee to work in excess of eight (8) hours per day or 40 hours per week (in the case of an 8 hour per day employee), or 7 hours per day or 35 hours per week (in the case of a seven hour per day employee), and County is obligated by law or contract to compensate the employee for such work at a rate of one and one half (1.5) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement, used for purposes of determining Employee Costs, will be one and one half (1.5) times the employee's hourly rate of pay.

- (3) Travel Costs. Travel and per diem costs shall be the actual costs incurred by the County when an employee travels and/or incurs per diem expenses in performing work under this Agreement. Actual costs to the County will be determined by the County policy then in effect that establishes travel and per diem reimbursement rates for County employees.
    - (4) Special Costs. Special costs are those costs incurred by the County that have been approved in advance by Applicant for the purchase of particular specialized equipment, supplies, tools and materials used by County in performing work or services under this Agreement.
  - B. Amount of Payment for Services and Work Performed by Contractors. Applicant shall pay all of the County's costs for any Contractor retained by the County to perform services or work under this Agreement. The County's costs for these services and work shall be the actual cost to the County for the services and work.
  - C. Project Fund. County shall establish a Project Fund (hereinafter referred to as "Project Fund") to administer all funds provided by Applicant to County pursuant to this Agreement: All costs incurred by County that arise from this Agreement will be paid from the Project Fund. Any money deposited in the Project Fund shall be used for no purpose other than the payment of these costs; however, within sixty days following the termination of this Agreement, and after payment has been made of all outstanding costs incurred by the County, any funds remaining in the Project Fund will be returned to Applicant. Applicant shall not be entitled to any interest on funds deposited and held in the Project Fund, nor shall County have any obligation to invest said funds on behalf of the Applicant. Nevertheless, in the event that the County itself actually earns any interest on such funds in its possession that can be reasonably traced or attributed to those funds, it shall, to the extent both legally permissible and reasonably practicable for the County Auditor-Controllers office, use its best efforts to pass said earned interest through to the Applicant by depositing or crediting it to the Project Fund. The Mono County Community Development Director, or his designee, shall be responsible for ensuring that all payments from Project Fund are made in the appropriate time and manner.
  - D. Initial Deposit/Payments to County and Contractors. Within 15 days after the effective date of this Agreement, Applicant shall deposit with the County the sum of \$495.00. County shall immediately deposit the funds into the Project Fund. Thereafter, the County shall transfer to itself from the Project Fund an amount equal to any costs (plus overhead) when employee costs are billed to the Project, for special costs incurred by the County, and for the costs of Contractors retained by the County.
  - E. Subsequent Payments. County shall submit to Applicant an itemized statement of the costs of all services and work performed by the County, any special costs incurred by the County, and the costs of any Contractor retained by the County. The statement shall typically be sent prior to a decision point (such as consideration by the Planning Commission or Board of Supervisors) and at project close, and will identify the date on which the services and work were performed, describe the nature of the services and work, itemize any travel or special costs incurred by County during the period, and provide copies of all Contractors invoices paid by the County during the period. Applicant shall make payment to County in the amount of the statement within twenty days of receipt of the statement. Upon receipt of a payment from Applicant, County shall immediately deposit the funds. If Applicant fails to make a payment in the amount of the statement to the County within the 20-calendar day period, County may cease all work and services under this Agreement until the funds have been provided.
  - F. Limit Upon Amount Payable Under Agreement. Except for costs that may be required to be paid to County or others pursuant to Section 8 (Defense and Indemnification), the total sum of all payments made by Applicant to County for services and work performed under this Agreement shall not exceed the total of the following: (1) costs of County employees who perform services and work pursuant to this Agreement (including overtime, costs of fringe benefits, and travel costs), (2) special costs incurred by the County, (3)

costs of services and work performed by any Contractors retained by County to perform work and services under this Agreement, and (4) overhead costs.

- G. Federal and State Taxes. Applicant will not withhold any federal or state income taxes or social security from any payments made by Applicant to County pursuant to this Agreement.

**5. ADDITIONAL PROCEDURES AND OBLIGATIONS.**

- A. The procedures that will be followed in preparing and processing the CEQA reports and documentation on the proposed Project are set forth in the Mono County Environmental Handbook.
- B. The Mono County Community Development Director shall establish a project working group composed of such County personnel as are deemed necessary. The working group will meet monthly, or more frequently if necessary, to provide internal staff communication and coordination in regard to the County's work on the proposed Project.
- C. Representatives of each party shall attend regular meetings with the other party, with federal, state, regional, and local agencies, with concerned groups, and attend other meetings as necessary, for the purpose of providing information concerning the proposed Project and work plan and receiving comments on the proposed Project and related environmental documents. County will notify Applicant of any meetings that are scheduled in regard to the Project. County will immediately notify Applicant of any matter raised by a federal, state, regional, or local agency that may require significant changes to the project proponent's application, or that may result in County incurring significant additional costs pursuant to this Agreement.
- D. County shall make the final determination as to the accuracy, inclusion, deletion, or revision of any material, (including all issues, data, analyses, and conclusions) relating to evaluations of the Project and application(s) related thereto.
- E. The Parties shall identify, and protect from public disclosure, confidential or proprietary information (including data) as required by applicable laws.
- F. Any determination by the Planning Commission and/or Board of Supervisors as to whether the applied for Discretionary Approval(s) will be approved for the proposed Project shall be based upon the whole of the record including the CEQA reports and documentation, recommendations from county Departments, testimony from public hearings, and all relevant written evidence submitted on the Project.
- G. The Community Development Department will:
  - (1) As directed by the Mono County Community Development Director, either prepare and circulate a request for qualifications to appropriate Contractors for the preparation of the CEQA reports and documentation, or follow alternate Contractor selection procedures.
  - (2) In the event that it is determined to select a Contractor to assist the Community Development Department in performing its responsibilities under the County Code through the procedures set forth in the Mono County Environmental Handbook, the Community Development Department will:
    - i. Review any statements of qualifications received from Contractors interested in preparing the CEQA reports and documentation or in assisting the Community Development Department in performing its other responsibilities under the County Code, determine

which Contractors are qualified to perform the requested services, and prepare and circulate a request for proposal to each Contractor deemed qualified.

- ii. Evaluate any proposals submitted for the preparation of the CEQA reports and documentation and/or for provision of other services in assisting the Community Development Department in performing its responsibilities under the County Code, determine the best proposals, and interview the Contractor or Contractors submitting the best proposals.
  - iii. Select the most qualified Contractor or Contractors to prepare CEQA reports and documentation, and/or to provide other services in assisting the Community Development Department in performing its responsibilities under County Code.
- (3) Manage the preparation of the CEQA reports and documentation, economic evaluation, project evaluation, and other work required of the Community Development Department by the Mono County Code, the Mono County General Plan, or California law.
  - (4) Prepare, or cause to be prepared by a contractor, all necessary documents and notices for the Planning Commission use for rendering decision on the project application(s) and associated CEQA reports and documentation.
  - (5) Provide staff assistance, or cause staff assistance to be provided by a contractor, to the applicable Commission/Board for the County with the responsibility for the County's compliance with CEQA and for certification of the adequacy of any CEQA reports and documentation for the proposed Project.
  - (6) Perform additional services in regard to the proposed Project as may be requested by the Planning Commission, the Board of Supervisors, or other decision-making county commission or official.

**6. STATUS OF PARTIES.**

- A. All acts of County, its agents, its Contractors, officers, and employees, relating to the performance of this Agreement, and all actions taken by the Applicant shall be performed as independent contractors, and not as agents, officers, or employees of Applicant or County. The parties have no authority to bind or incur any obligation on behalf of one another. No party to this agreement has the authority or responsibility to exercise any rights or power vested in the other parties to this agreement. No agent, officer, or employee of the any party to this Agreement is to be considered an employee of any other party to this agreement. This Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture between County and Applicant. The County and the Applicant, its agents, officers, and employees are not, and at all times during the term of this Agreement shall not, represent or conduct themselves as employees of one another.
- B. County shall determine the method, details, and means of performing the work and services to be provided by County under this Agreement. County shall be responsible to Applicant only for the responsibilities and work specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to control with respect to the physical action or activities of Applicant in fulfillment of this Agreement.

**7. DEFENSE AND INDEMNIFICATION.**

- A. Applicant shall defend, 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 County's acts or

omissions with regard to its compliance with CEQA or other laws, with regard to the preparation and processing of the CEQA reports and documentation and with regard to the decision based thereon concerning the Project. Specifically, Applicant's obligation to defend, indemnify, and hold the County harmless specifically extends to any suit or challenge by any third party against the County that contests the legality or adequacy of the CEQA reports and documentation or the County's compliance with the requirements of CEQA or other laws. The Applicant will have the option to use Mono County legal counsel (which could include contracted attorneys) and pay the County for those fees or obtain outside counsel to handle such suit. In either case, the County will have the right to participate in settlement of any such suit or challenge. Should Applicant fail to defend, indemnify, and hold harmless County, County may discontinue the defense of any such litigation. Nothing in this Agreement shall be construed to waive or diminish either Party's right, or the right of a non-Party, to challenge any decision, or defend any challenge, arising out of the CEQA process.

- (1) Applicant's obligations to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph shall include, but not be limited to:
  - i. The costs of any judgments or awards against the County for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of the CEQA reports and documentation and/or County's compliance with CEQA or other laws;
  - ii. The costs of any settlement representing damages, litigation costs, and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the adequacy of the CEQA reports and documentation and/or the County's compliance with CEQA or other laws.
- (2) As to any judgments, awards or settlement costs, all parties to this agreement, or persons hired by any party to this agreement, will proceed in good faith and with reasonable diligence to achieve a settlement or other disposition of the same that will minimize, to the extent reasonably practicable, Applicant's costs of defense and indemnification of County under this Agreement. Parties will consult with one another and give due consideration to all party's views prior to any such settlement or final disposition. County shall promptly notify Applicant of any claim, action, or proceeding brought pursuant to Government Code Section 66499.37 and shall cooperate fully in its defense.

- B. Applicant's obligations to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph are not limited to, or restricted by, any policy of insurance or contract limit.
- C. Applicant's obligations to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph will be effective regardless of whether a valid permit is in place or has been invalidated.

## **8. CANCELLATION/WITHDRAWAL OF APPLICATION.**

- A. This Agreement may be canceled by Applicant without cause and at will for any reason by giving to County written notice of such intent to cancel. Cancellation of this Agreement shall be effective on the fifth business day following receipt of a written cancellation notice by County. Cancellation of this Agreement by Applicant shall act as a withdrawal by Applicant of its request for any approval from Mono County pertaining to the Project as described in this Agreement effective on the date of the cancellation.
- B. Upon receipt of notice of a cancellation, or upon the effective date of a termination by default, County shall terminate all contracts with Contractors and make final payment from the Project Fund to such Contractors.

County also shall make final payment to itself for any other unpaid costs incurred by the County in providing services or work under this Agreement. Within sixty days of the cancellation or termination, County shall pay to Applicant any funds remaining in the Project Fund after the County has paid all Contractors, all costs incurred for work or services performed by County employees, and all special costs.

- C. A cancellation of this Agreement, or a termination of this Agreement by default as set forth in Section 11 below, shall not terminate Applicant's obligation to defend, indemnify, and hold the County harmless under the provisions of Section 8 of this Agreement.

**9. ASSIGNMENT.**

Applicant may assign its rights or delegate its duties under this Agreement at any time, to any party surviving a takeover or merger of the real property involved in this Agreement with Applicant providing that such party assumes in writing all of Applicant's obligations under this Agreement.

**10. DEFAULT.**

- A. If Applicant fails to pay County for the work and services performed by County in a timely manner, County may declare default, and notify Applicant in writing of the facts constituting such default. Within 30 days of service of such notification of default, Applicant may cure the default by paying to County all amounts owing to County for services and work. Service of a notice of default on the defaulting party and allowance of the thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If Applicant fails to make the payment within the 30-day period, County may deduct the amount owed from any available funds that remain in the Project Fund. Such deduction by County shall not cure Applicant's default unless the Applicant replenishes the Project Fund within thirty (30) calendar days from the day of withdrawal by the County. Applicant's default shall not be excused if insufficient funds remain in the Project Fund to cover the amount owed. If at the end of the 30-day period, Applicant has failed to make the required payment, County at its election, may terminate this Agreement by written notice thereof to the Applicant. A notice of Termination shall act as a withdrawal by Applicant of its request for any approval from Mono County pertaining to the Project as described in this Agreement effective on the date of the notice.
- B. Except for a failure to make a required payment as set forth in paragraph "A" above, if either Party should fail to comply with the other terms and conditions of this Agreement, the other party may declare default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of the thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. A notice of Termination shall act as a withdrawal by Applicant of its request for any approval from Mono County pertaining to the Project as described in this Agreement effective on the date of the notice of default.

**11. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be 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 amended as described in Section 16 below.

**12. CONFIDENTIALITY.**

The County shall make every effort to keep information and records kept, maintained, or accessible by County in the course of performance under this Agreement as privileged, restricted, or confidential to the fullest extent possible while complying with applicable provisions of the federal, state, and county regulations.

**13. 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, County Code, or regulation, 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.

**14. ATTORNEY'S FEES.**

If either of the Parties brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare a default, cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**15. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the Parties. Any modification, amendment or change shall be in written form and executed with the same formalities as this Agreement, and attached to the original Agreement.

**16. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Applicant 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 to, the respective parties as follows:

County of Mono:  
Mono County Community Development Director  
P.O. Box 347  
Mammoth Lakes, CA 93546

Applicant:

**17. 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.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ COUNTY

\_\_\_\_\_ APPLICANT

\_\_\_\_\_ PROPERTY OWNER

**Mono County  
Community Development Department**

P.O. Box 347  
Mammoth Lakes, CA 93546  
O : (760) 924-1800, F : (760) 924-1801  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

**Planning Division**

P.O. Box 8  
Bridgeport, CA 93517  
O: (760) 932-5420, F : (760) 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**SHORT-TERM RENTAL SUPPLEMENTAL FORM**

*Please submit this form with the Use Permit Application*

**I. PROPERTY INFORMATION:**

Address: \_\_\_\_\_

Accessor Parcel Number: \_\_\_\_\_ Community: \_\_\_\_\_

# of Bedrooms: \_\_\_\_\_ Proposed Occupancy: \_\_\_\_\_ # of Parking Spaces: \_\_\_\_\_

Does the property contain a sleeping loft?       Yes                       No

Has the property been properly permitted and continuously operating as a short-term rental for the past two years?       Yes                       No

If yes, please attach documentation upon application submission.

**II. RENTAL TYPE APPLYING FOR:**

Hosted Rental                       Non-Hosted Rental

**III. PROPERTY OWNER(S) INFORMATION:**

Name(s): \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Mailing Address: \_\_\_\_\_

*Note: If the Property Owner is a business entity, please provide a list of owners including shareholders or persons with ownership interest, the legal status of the business entity, and proof of registration with the Secretary of State.*

When did the current property owner acquire the property? \_\_\_\_\_

Does the property owner own or operate any other short-term rentals in Mono County?       Yes                       No

Does the property owner propose a long-term rental in Mono County as part of their request for a short-term rental?  Yes  No

If yes, please explain: \_\_\_\_\_

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Does the property owner propose a deed-restricted housing unit of 120% Area Median Income (AMI) or less on the same property as part of their request for a short-term rental?  Yes  No

If yes, please explain: \_\_\_\_\_

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Please see Chapter 25 of the Mono County General Plan Land Use Element and Mono County Code Chapter 5.65 for clarifications, definitions, and additional guidance.

**Mono County  
Community Development Department**

P.O. Box 347  
Mammoth Lakes, CA 93546  
O: (760) 924-1800, F: (760) 924-1801  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

**Planning Division**

P.O. Box 8  
Bridgeport, CA 93517  
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[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**SHORT-TERM RENTAL  
ACTIVITY PERMIT APPLICATION**

Please answer all questions as accurately and completely as possible to avoid potential delays in processing. Attach additional sheets, as necessary. Please see Chapter 25 of the Mono County General Plan Land Use Element and Mono County Code Chapter 5.65 for clarifications, definitions, and additional guidance.

**DATE RECEIVED:** \_\_\_\_\_

**RECEIVED BY:** \_\_\_\_\_

**RECEIPT:** \_\_\_\_\_ **CHECK:** \_\_\_\_\_

**I. PROPERTY INFORMATION:**

Property Address: \_\_\_\_\_

Assessor's Parcel Number: \_\_\_\_\_ Use Permit Number: \_\_\_\_\_

Land Use Designation (Select one):

- SFR       ER       RR       MFR-H       RMH       C       MU  
 RU       CL-M       CL-H

# of Bedrooms: \_\_\_\_\_ Proposed Occupancy: \_\_\_\_\_ Parking Spaces: \_\_\_\_\_

Does the property contain a sleeping loft?     Yes       No

Has the property been properly permitted and continuously operating as a short-term rental for the past two years?     Yes       No

If yes, please attach documentation upon application submission.

**II. RENTAL TYPE APPLYING FOR**

- Hosted Rental       Non-Hosted Rental

**III. PROPERTY OWNER(S) INFORMATION:**

Name(s): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

*Note: If the Property Owner is a business entity, please provide a list of owners including shareholders or persons with ownership interest, the legal status of the business entity, and proof of registration with the Secretary of State.*

Mono County Business License: \_\_\_\_\_ **OR**

I am in the process of obtaining a Business License.

Mono County Transient Occupancy Tax Certificate: \_\_\_\_\_ **OR**

I am in the process of obtaining Transient Occupancy Tax Certificate.

When did the current property owner acquire the property? \_\_\_\_\_

Does the property owner own or operate any other short-term rentals in Mono County?  Yes  No

Does the property owner propose a long-term rental in Mono County as part of their request for a short-term rental?  Yes  No

If yes, please explain: \_\_\_\_\_

Does the property owner propose a deed-restricted housing unit of 120% Area Median Income (AMI) or less on the same property as part of their request for a short-term rental?  Yes  No

If yes, please explain: \_\_\_\_\_

**IV. 24-HOUR CONTACT**

Please provide the contact information for the person who will be available on a 24-hour basis to address any problems associated with the short-term rental. For Non-Hosted Rentals, a separate, fully licensed property manager or management company is required.

Name(s): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

California Real Estate License, if applicable: \_\_\_\_\_

**V. ATTACHMENTS**

Please provide the following attachments upon application submission:

- Proof of property ownership, including a list of all owners.
- Proof of receipt for the required application fee.
- Site plan, if different than the approved site plan under the use permit.
- A copy of the required interior and exterior signage.
- A copy of the rental agreement.
- Certified property manager credentials, if applicable.
- Short-Term Rental General Inspection Form, completed and signed by an approved inspector.
- Short-Term Rental Loft Inspection Form, if applicable, completed and signed by an approved inspector.

**VI. CERTIFICATION AND ATTESTATION**

\_\_\_\_\_ I hereby certify that I have furnished in the attached exhibits the data and information required for this initial evaluation to the best of my ability, and that the information presented is true and correct to the best of my knowledge and belief. I understand that this information, together with additional information that

I may need to provide, will be used by Mono County to evaluate, issue and renew a Short-Term Rental Activity Permit.

\_\_\_\_\_ The applicant and all persons involved in management have the ability to comply with all laws regulating short-term rentals in the State of California and Mono County, and shall maintain such compliance during the term of the permit.

\_\_\_\_\_ I hereby provide the County, its agents, and employees authorization to seek verification of the information contained in this application.

\_\_\_\_\_ I agree to comply with all requirements of Mono County Code Section 5.65.110 and the Mono County General Plan.

I paid the required application fee.

By signing below the applicant is foregoing that the information provided is true and correct under penalty of perjury.

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTES:**

Failure to provide any of the requested information may result in an incomplete application determination, processing delays, and may result in the rejection of the application.

Short-Term Rental Activity Permits expire on August 31<sup>st</sup> of each year unless renewed or revoked in accordance with Mono County Code Chapter 5.65. Permits granted within three (3) months prior to the expiration date shall skip the first renewal cycle and instead shall expire on August 31<sup>st</sup> of the following year.

An application for renewal and/or modification shall be filed with the Community Development Department, on the form(s) and in the manner prescribed by the Department, at least thirty (30) calendar days before expiration of the permit, accompanied by the required fee. Failure to renew and pay the require fees may result in the termination of the permit. The applicant will be required to submit a new application.

Inspections of permitted operations will be scheduled throughout the year. Failed inspections may be grounds for non-renewal.