



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting January 13, 2015

TELECONFERENCE LOCATIONS: 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

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) 932-5534. 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 in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). 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 (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov . If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: bmusil@mono.ca.gov .

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

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.)

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA - NONE

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

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are located in the Office of the Clerk of the Board, and are available for review.

A. Information from Suddenlink

Correspondence dated December 29, 2014 from Suddenlink notifying customers of an upcoming channel line-up change planned for Suddenlink TV services, effective January 28, 2015.

9. REGULAR AGENDA - MORNING

A. Workshop on Updates to House and Property Numbering (911 Addressing) Ordinance

Departments: Information Technology and Public Works
25 minutes (10 minute presentation; 15 minute discussion)

(Nate Greenberg) - This workshop is intended to provide supervisors with an overview of the newly proposed language for the House and Property Numbering (911 Addressing) section of the Mono County Code, and give an opportunity for feedback and comments for staff to include in the final draft.

Recommended Action: Review modifications to ordinance language and provide comments and feedback to staff.

Fiscal Impact: None.

B. Chalfant Telecommunications Site License and Agreement

Departments: Information Technology, Solid Waste, County Counsel

20 minutes (10 minute presentation; 10 minute discussion)

(Nate Greenberg, Tony Dublino, Stacey Simon) - Proposed License and Agreement with Skyway Towers, LLC, pertaining to the use of County Property located at the closed Chalfant Landfill for the Installation of Wireless Communications Facilities.

Recommended Action:

Based on the information provided in the staff report, determine that Skyway Towers, LLC (“Skyway”) is the highest bidder in response to the invitation for bids for the Chalfant Landfill Telecommunications Site License and Agreement. Approve, and authorize the Chair to sign, the License and Agreement.

Fiscal Impact: The License and Agreement requires Skyway to commence the land use application and environmental review process. All costs for those processes would be borne by Skyway. If the use is approved through the planning process, then the County would receive License fees in the amount of \$1,000 per month (\$12,000 per year) for the first year, with a 3% escalator each subsequent year that the use continues. The cost to the County to amend the JTD for the landfill is estimated at \$5,000.

Initially, funds to amend the Joint Technical Document (JTD) for the Chalfant Landfill will come from the Solid Waste Enterprise fund: then they will be reimbursed from License revenues. Ongoing License revenue will go to the General Revenues budget. Budget amendments will be proposed when the lease is finalized.

C. Construction Board of Appeals

Departments: Community Development-Building Division

30 minutes (10 minute presentation; 20 minute discussion)

(Tom Perry) - Presentation by Tom Perry regarding the Construction Board of Appeals.

Recommended Action: Re-appoint Ryan Boyer and Randy Gilbert to the Construction Board of Appeals, for terms commencing January 1, 2015, and provide direction to staff regarding a process to identify, and nominate for Board approval, the three remaining members. Provide any desired direction to staff in support of creating a Construction Board of Appeals.

Fiscal Impact: None.

D. Building Ordinance Amendment

Departments: Community Development

30 minutes (10 minute presentation; 20 minute discussion)

(Tom Perry) - Building Ordinance Amendment.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None.

E. Mono County Property Assessed Clean Energy (PACE)

Departments: Finance

15 min (5 minute presentation; 10 minute discussion)

(Gerald Frank) - Consider adding Figtree Financing as an approved PACE administrator.

Recommended Action: 1. Receive a presentation and review the request to add Figtree Financing as an approved PACE administrator; 2. Direct staff to agendize a Resolution, Associate Membership Agreement, and an Indemnification Agreement to add the California Enterprise Development Authority (CEDA), through Figtree Financing as an approved administrator of Mono County's PACE Program.

Fiscal Impact: None.

10. 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.)

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy. 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), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Undersheriff.

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: DA Investigator.

12.

**REGULAR AGENDA AFTERNOON- NONE
ADJOURN**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 13, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Information from Suddenlink

AGENDA DESCRIPTION:

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

Correspondence dated December 29, 2014 from Suddenlink notifying customers of an upcoming channel line-up change planned for Suddenlink TV services, effective January 28, 2015.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING***

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[suddenlink](#)

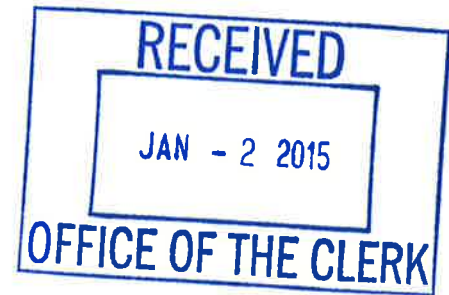
History

Time	Who	Approval
1/5/2015 11:22 AM	Clerk of the Board	Yes



December 29, 2014

Clerk of the Board – County of Mono
Lynda Roberts
P.O. Box 715
Bridgeport, CA 93517



Dear Lynda Roberts:

This letter is to notify you of an upcoming channel line-up change planned for Suddenlink TV services in your community.

Effective January 28, 2015 the following channel changes will be made to the channel lineup.

Bloomberg on Digital Family Tier channel 371 will be removed from the lineup but will remain on the Digital Sports & Info Tier.

Game Show Network will move from Digital Family Tier channel 333 to Expanded Basic channel 86.

Game Show Network HD on HD Digital Family Tier channel 433 will be moved to the HD Basic Tier on channel 286.

The following channel changes are coming soon, no date has yet been determined.

BBC America on Digital Family Tier channel 317 will move to Expanded Basic channel 87.

BBC America HD on HD Digital Family Tier channel 417 will move to HD Basic Tier channel 287.

El Rey will be added to Expanded Basic channel 85.

In anticipation of these changes, customers will be notified via a legal notification in the local newspaper on or before December 28, 2014.

Should your office receive phone calls from our customers inquiring about this change, please forward those calls to our staff at (800) 896-5701. If you wish to answer these customer calls, please let us know if we have not provided you with the necessary information to answer any questions. If you have questions regarding this or any other matter, please call me at (530) 550-3922.

Sincerely,

Jason Oelkers

Jason Oelkers
Director of Operations
Suddenlink



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 13, 2015

Departments: Information Technology and Public Works

TIME REQUIRED 25 minutes (10 minute presentation;
15 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Nate Greenberg

SUBJECT Workshop on Updates to House and
Property Numbering (911
Addressing) Ordinance

AGENDA DESCRIPTION:

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

This workshop is intended to provide supervisors with an overview of the newly proposed language for the House and Property Numbering (911 Addressing) section of the Mono County Code, and give an opportunity for feedback and comments for staff to include in the final draft.

RECOMMENDED ACTION:

Review modifications to ordinance language and provide comments and feedback to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:
N/A

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Chapter 15.20 Current Language](#)

History

Time	Who	Approval
1/7/2015 11:34 AM	County Administrative Office	Yes
1/5/2015 1:13 PM	County Counsel	Yes
12/29/2014 5:46 PM	Finance	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

December 23, 2014

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject **Workshop on updates to House and Property Numbering (911 Addressing) Section §15.20**

Recommendation

Review modifications to ordinance language and provide comments and feedback to staff.

Discussion

Chapter 15.20 of the Mono County code focuses on the authority, methodology, and requirement for the addressing of houses and properties with the purpose of locating them, especially during times of emergencies. The current language was codified in 1993 and is in need of updates to ensure consistency with the methodologies and practices used today for assigning addresses and ensuring compliance.

In 2008, the Town of Mammoth Lakes revised their addressing ordinance to more accurately and thoroughly describe the addressing process used by Town staff. The result of this effort is a code section which references the variety of complex situations which exist throughout both the Town and County, and provides staff with a clear process and necessary authority to perform this vital function.

The Mono County Information Technology Department is largely responsible for the assignment and maintenance of 911 addresses throughout the County and Town. As such, it is important to ensure that the County code provides the legal authority for staff to perform this operation, and that the standards and methods used in doing so are consistent across both agencies. The modifications that are being proposed will satisfy these needs.

This workshop is intended to provide the Supervisors with an overview of the newly proposed language and give an opportunity for feedback before a final draft is brought forward.

Fiscal Impact

None

Chapter 15.20 - HOUSE AND PROPERTY NUMBERING*

Sections:

15.20.010 - Purpose.

The purpose of this chapter is to establish a county-wide house and property numbering system that is consistent with Chapter 19.26 (Fire Safe Regulations) and the county 911 emergency response system.

(Ord. 93-08 § 1 (Exh. A) (part), 1993.)

15.20.020 - Formation.

There is established a "mile post" property numbering system for Mono County.

(Ord. 93-08 § 1 (Exh. A) (part), 1993.)

15.20.030 - Establishment of street milepost system.

All streets shall be measured in miles commencing at the end closest, by normal travel, to the state highway serving the specific area. All property shall be assigned an appropriate property number consistent with the milepost system.

(Ord. 93-08 § 1 (Exh. A) (part), 1993.)

15.20.040 - Property numbers.

Each property number shall consist of the number of the street or road mileage, in thousandths of a mile. The street mileage is determined to the nearest lot line, building corner, or driveway in the direction of travel. The right-hand side of the street shall have even numbers and the left-hand shall have odd numbers. The property numbers shall be rounded up to be odd or even.

(Ord. 93-08 § 1 (Exh. A) (part), 1993.)

15.20.050 - Administration.

The assignment of numbers and the maintenance of the records pertaining thereto are the responsibility of the director of public works. The director shall notify the owners of the assignment of property numbers and the effective date of display of the numbers. The director shall assign numbers to all parcels created by any division of land. He may assign such additional numbers as necessary to identify separate businesses or buildings.

(Ord. 93-08 § 1 (Exh. A) (part), 1993.)

15.20.060 - Effect on legal description.

The adoption of the property numbering system shall in no way affect the legal description of the property.

(Ord. 93-08 § 1 (Exh. A) (part), 1993.)

Chapter 15.20 HOUSE AND PROPERTY NUMBERING*

Sections:

- 15.20.010 Purpose.**
- 15.20.020 Area Affected.**
- 15.20.030 Administration.**
- 15.20.040 Definition.**
- 15.20.050 Street naming standards and procedures.**
- 15.20.060 Addressing standards for Lots with one principal Building.**
- 15.20.070 Addressing standards for complexes & developments without Internal Street networks.**
- 15.20.080 Addressing standards for multi-family residence developments With internal street networks.**
- 15.20.090 Specifications for Address number.**
- 15.20.100 Specifications for Building letters.**
- 15.20.110 Section 15 Street signage standards, procedure, and specification.**
- 15.20.120 How and when to affix numbers.**
- 15.20.130 Implementation.**
- 15.20.140 Enforcement and Penalties.**

15.20.010 Purpose.

The purpose of this chapter is to establish a County-wide house and property numbering system that is consistent with Mono County General Plan Chapter 22 (Fire Safe Regulations) and the County 911 Emergency Response System. The specific objectives of this chapter are as follows:

- A. To provide Property Owners and the County with a convenient, accurate and systematic means of identifying property.
- B. To name new streets, and rename old streets with conflicting or duplicate names, in order to provide for the efficient provision of emergency services.
- C. To provide a means for expedient emergency response by all necessary emergency services.
- D. To establish a property location that will serve as an Emergency 911 Address.
- E. To assist in the proper delivery of utility and other services.
- F. To support the County's move to Enhanced 911.

15.20.020 Area Affected.

This chapter shall apply to and govern each and every Lot, parcel, or tract of land and improvement thereof, within the unincorporated areas of the County, in accordance with the implementation schedule set forth in section 15.20.130. The structure numbers on all residential, multi-family and commercial Buildings existing at the time this chapter is adopted will be checked to ensure conformance with the standards set forth in this chapter. If the existing structure number is found to be non-compliant, the Director may assign a new number as set forth herein. All new and future structures will be assigned a primary structure number in compliance with this chapter.

15.20.030 Administration.

The assignment of numbers and the maintenance of the records pertaining thereto are the responsibility of the Information Technology Department. The Director of Information Technology (“Director”) shall be responsible for the administration of these standards and the maintenance of all maps and data relating to street names and addresses and will also determine if the assignment of names and numbers conforms to the standards set forth in this chapter. The Director shall notify Property Owners of the assignment of property numbers and the effective date of display of the numbers. It shall be the responsibility of the Property Owner to erect or install occupancy or structure numbers compliant with section 15.20.090 of this chapter and street naming signage compliant with section 15.20.110 of this chapter. The Director shall further assign numbers to all parcels created by any division of land. The Director may assign such additional numbers as are necessary to identify separate occupancies or structures and may consult with the appropriate Fire Protection District and the Mono County Sheriff’s Department to help resolve addressing issues.

15.20.040 Definitions.

As used in this chapter:

- A. “Address” means a combination of a number, a street name and, when necessary, a unit number that is assigned to a parcel, structure, or unit within a structure, and is unique to it, to indicate its location.
- B. “Adjoining” means having a common boundary for at least twenty-five feet.

- C. "Building" means any structure used or intended for sheltering or supporting any use or occupancy.
- D. "Principal Building" means a Building that is large enough or used in such a way that, in the Director's judgment, it requires a separate address. Mobile homes are Principal Buildings.
- E. "Contrast" with regard to colors used for the numbers, means two dissimilar colors that, when viewed alongside each other, distinctly oppose each other, allowing them to be visible to the naked eye and that stand out against the prevailing background.
- F. "Driveway" means a vehicle way that provides access, primarily for the occupants, from a Street into a Lot or complex and that:
 - a. Has a ramp for its entrance from the Street; and
 - b. Provides access to no more than two separate dwellings or addressed structures or to any number of dwellings or addressed structures within a single complex or development.
- G. "High Rise" means a multi-level Building greater than 3 stories.
- H. "Internal Street" means a street within a multi-family development or complex or other development or complex that provides access to the development or complex from a Driveway.
- I. "Lot" means a parcel of real property.
- J. "Property Owner" means the person, firm, corporation or partnership that the latest county tax assessment rolls shows as the owner or long-term lessee.
- K. "Primary Driveway" means the primary point of access to a Lot identified by Property Owner.
- L. "Street" means a right-of-way or Street easement, whether public or private, that provides vehicular access to abutting property.
- M. "Structure" means a Building, modular or the like, which is assembled or constructed on the ground, or attached to anything with a foundation on the ground. This includes mobile homes and manufactured housing regardless of their method of attachment.

15.20.050 Street naming standards.

This section pertains to the standards which apply when naming streets. Regulations pertaining to the process and procedure for the adoption of street names are set forth in Chapter 13.35 or Subdivision Map Act and Section 17.16.250 of this Code.

All Streets that serve three or more properties under different ownership will be named regardless of whether the ownership is public or private.

- A. Driveways shall not be named.
- B. A Street name assigned by the County shall not constitute or imply acceptance of the Street into the County's road system.
- C. There shall be no duplication of names by sound or spelling (e.g. Pine Road and Pine Lane, or Beach Street and Beech Street).
- D. When a proposed Street is in general alignment with an existing Street, and the proposed Street is to be a continuation of the existing Street, the existing name and designation should be maintained.
- E. Each Street will have the same name throughout its entire length.
- F. No Street name shall be over sixteen (16) characters in length. In counting characters, spaces between words shall be included, but Street name suffixes (e.g. road, drive, lane, circle) shall not be included.
- G. Address plans shall be submitted with the Tentative Map and before submittal of a Final Map; the sub-divider shall submit a Street Naming and Addressing Plan to the Information Technology Department. In addition, if any Property Owner proposes to locate or construct a new road (private or public), the Property Owner shall submit a Street Naming and Numbering Plan to the Information Technology Department. Address plans must be approved prior to Map Recordation.

15.20.060 Addressing standards for Lots with one Principal Building.

The following standards shall apply when assigning numbers to Buildings, dwellings, or other structures when only one principal Building is on the property:

- A. Official property numbers shall proceed from a logical point of origin. Each Street will have a point of origin as a zero starting point for Address numbers.

- B. All dead end Streets and cul-de-sacs shall begin with ascending numbers at the open end that connects to another street.
- C. Allowances shall be made for vacant Lots in order that numbers may be properly assigned for future development.
- D. Numbers will be assigned along both sides of a Street. Odd-numbered Addresses will be assigned on the North side of East-West Streets and on the West side of North-South Streets. Even-numbered Addresses will be assigned on the South side and East side, respectively.
- E. Numbers shall be established based on the front entrance from the Street as designated by the County.
- F. The number shall be displayed upon the front of the Building and/or on the side facing the Street throughout the year in summer and winter. The number shall be plainly visible from the Street. Houses that are set back out of view from the Street shall place a sign at the Driveway entrance upon which shall be affixed the specified numbers.
- G. For Lots that are accessed by multiple Driveways, a Primary Driveway shall be identified, which will be used for Address assignment. Such access points are subject to review and approval of the Director to ensure they are accessible to emergency service providers.
- H. The assignment of a building number/Address is required prior to the issuance of a building permit.

15.20.070 Addressing standards for complexes and developments without Internal Street networks.

The following standards apply to multi-family residential complexes or developments or any other complex or development that is serviced by a common Driveway or Driveways and parking area(s), without Internal Streets (for purposes of this section "Complex"):

- A. Each Complex must have a County approved name designating it, which shall be made known at the time of permit application. This name shall be preserved, utilized, and prominently displayed at the

Complex. The Address for the Complex shall be prominently displayed as well.

- B. For Complexes that are accessed by multiple Driveways, the County shall designate a primary access point associated with the Driveway that most directly accesses the manager's unit or main office; this Building will be used for Address assignments and shall be known as the "Primary Driveway". Such access points are subject to review and approval of the County.
- C. A multi-family dwelling structure such as an apartment Building will be assigned one Street Address, and individual numbers for each unit, by the County.
- D. If more than one Building is present in a Complex, each Building must be assigned a Building letter or number per the standards set forth in Section 15.20.050 G.
- E. Each entrance serving a separate occupant, shall be assigned a unique Unit Number, however, it will maintain the Address of the property upon which it is built and the letter of the Building it is in. (Example: 24 Public Road, Building A, Unit 103).
- F. Unit designators shall be as follows: Ground level floor numbers - #101, #102, #103, Second floor numbers-#201, #202, #203. Additionally, all floor levels are to follow this scheme. Underground floor designator shall follow the same scheme with the exception of having "U" for a prefix, for example #U101, #U102, etc.
- G. Unit numbers shall be at least three inches (3") in height, made of a Contrasting color to the background, and placed next to the door.
- H. Mobile home parks shall be assigned one Address based on the location of the Primary Driveway. Individual numbering of each mobile home space must be determined and provided to the County before an Address will be issued to the park. (Example: 24 Public Road, Lot 1).
- I. In the case of mall or a shopping center, the Owner of any business that is located within such mall or shopping center shall display the legally assigned space or unit number at the main entrance to the business. Additionally, the Owner of each business shall display the legally assigned number on the rear door to the Building in numbers that are not less than (3") inches in height.

- J. The assignment of an Address is required prior to the issuance of a building permit. The Director will approve each Address, including building letters and unit numbers.

15.20.080 Addressing standards for complexes and developments with Internal Street networks.

The following standards apply to multi-family residential complexes or developments or any other complex or development that is serviced by a common Driveway or Driveways and parking area(s) but which has Internal Streets (for purposes of this section "Complex").

The Complex shall use the Address assigned to the property during the construction phase of the project only. After the project has been built, the 'parent' address is retired and superseded by the individual unit address. All structures, dwellings, common-area facilities, alarms, and other infrastructure must comply with the following:

- A. Whenever a network of named Streets exists within a Complex, the Street names shall be utilized in the Addressing of the structures they service. All Street names must comply with Section 15.20.060.
- B. The Address shall be displayed upon the front of the Building and/or on the side facing the Street. The number shall be plainly visible from the Street. All numbers shall meet the standards discussed in this chapter.
- C. Each entrance serving a separate occupant within each Building shall be assigned a unique Address based on the location of the Driveway or garage that services said unit. Numbers shall be displayed according to the standards set forth in section 15.20.090.
- D. The assignment of building numbers and Addresses is required prior to the issuance of a building permit.

15.20.090 Specifications for Address numbers.

Address numbers shall comply with the following specifications:

- A. Address numbers shall be made of durable material.

- B. Address numbers shall be depicted in Arabic numerals or shall be the English words for such numbers.
- C. Address numbers shall be clearly visible from the Street during both summer and winter months but no digit or letter shall be smaller than (4") inches in height.
- D. Structures located more than 50 feet from the Street and/or not clearly visible from the Street shall comply with the above standard by maintaining a post at the intersection of the Driveway and Street. Said post shall be at least three feet (3') in height of durable material with Address numbers posted on it. Said numbers shall be at least four inches (4") in height. In all cases, a larger number than the minimum size may be required where the minimum size does not provide adequate identification.
- E. The color of the Address numbers shall Contrast with the immediate background so as to be easily readable.
- F. It shall be unlawful to cover or conceal, or to permit the obstruction of the Address numbers. All numerical identifications must be easily identifiable without obstruction of view.
- G. It shall be unlawful to post numbers other than the primary Address.
- H. All old numbers shall be removed when a new Address number has been assigned in accordance with this chapter.
- I. The Property Owner shall maintain numbers in such a manner that they continue to comply with the foregoing specifications.
- J. Structure numbers and unit designators, as viewed from the Street, shall not be obstructed from view.

15.20.100 Specifications for Building letters.

- A. Each Building in a multi-Building development or complex shall receive a unique letter, beginning with A. Alternatively, Buildings may be given names, but the first letter of the name shall not be used in the name of any other Building in that complex or development. (Ex. A, B, C, ... or Aspen, Birch, Cherry,);
- B. Buildings shall be lettered in alphabetical order as you drive through the complex.

- C. Building letters are to be at least one foot (1') in height, made of contrasting color, and shall be conspicuously located and placed on the side of the Building facing the Driveway or Street at least 10' off the ground so as to clearly identify the Building they relate to year-round.

15.20.110 Street signage standards, procedure, and specifications.

Installation and maintenance of Street name signs will be done as follows:

- A. In subdivisions, the Property Owners' association (or other similar entity) which represents the Property Owners in the subdivision, or the Property Owners in said subdivision (if there is no Property Owners' association or similar entity) shall be responsible for installing and maintaining street name signs with the approved name of the Street and the intersecting Street in accordance with the specifications in this chapter. The foregoing shall not apply where a Street is County-maintained, or intersects with a County-maintained Street at the intersection.
- B. In all other cases, the Property Owners adjoining the Street shall be responsible for installing signs with the approved name of the Street and the intersecting Street in accordance with the specifications set forth in this chapter. The County will only be responsible for installing Street name signs for County-maintained Streets.
- C. No occupancy permits for any Building or Buildings to be erected shall be issued until such time as the Street name signs are installed.
- D. Street signs shall meet all County Standards.
- E. Signage must conform to the standards set forth in the Manual Uniform Traffic Control Devices, as summarized below:
 - a. **Posts and Mountings** shall be permanent and durable. Post materials shall consist of a standard 4x4 wood post or alternate materials or construction that meet nationally accepted breakaway standards.
 - b. **Mounting height:**
 - i. Rural Areas: A minimum of 5 feet, measured vertically from the bottom of the sign to the elevation of the near edge of the pavement.
 - ii. Business, commercial or residential areas where parking or pedestrian movements are likely to occur: 7

feet, measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way.

c. **Orientation:**

- i. Business or commercial areas: Street Name signs shall be placed on diagonally opposite corners.
- ii. Residential areas: at least one Street Name sign shall be mounted at each intersection. They shall be mounted with their faces parallel to the streets they name.
- iii. At intersection crossroads where the same road has two different street names for each direction of travel: both street names may be displayed on the same sign along with directional arrows.

- d. **Sign Lettering**: Lettering on post-mounted Street Name signs shall be composed of **initial upper-case** letters at least 6 inches in height **and lower-case letters at least 4.5 inches in height**. On multi-lane streets with speed limits greater than 40 mph, the lettering on post-mounted Street Name signs shall be composed of **initial upper-case** letters at least 8 inches in height **and lower-case letters at least 6 inches in height**.

Option: For local roads with speed limits of 25 mph or less, the lettering on post-mounted Street Name signs may be composed of initial upper-case letters at least 4 inches in height and lower-case letters at least 3 inches in height.

- e. **Retroreflectivity and Illumination**: Street Name signs and object markers shall be retroreflective or illuminated to show the same shape and similar color by both day and night.

- f. **Lateral Offset**: Street Name signs shall be installed in urban areas at all street intersections regardless of other route signs that might be present and should be installed in rural areas to identify important roads that are not otherwise signed. All supports should be located as far as practical from the edge of the shoulder.

15.20.120 How and when to affix numbers.

- A. Numbers shall be affixed within 60 days after assignment and in accordance with this chapter, or as otherwise authorized by the Director.

15.20.130 Implementation.

- A. New Streets and Addresses: All Streets or Lots created following adoption of this chapter shall comply with the standards set forth herein. In situations where such assignment would result in incongruity amongst the existing numbering system, a temporary Address may be assigned and later replaced with a permanent, compliant Address.
- B. Existing Streets and Addresses: Unless otherwise authorized by the Director, Streets and structures that are not in compliance with the standards set forth in this chapter will be changed per resolution, adopted with or pursuant to this chapter.

15.20.140 Enforcement and Penalties

In the event that any number assigned to any structure under this chapter or under a resolution adopted pursuant to this chapter, is not affixed thereto in accordance with the requirements of this chapter, the Property Owner may be subject to administrative citation in accordance with chapter 1.12.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 13, 2015

Departments: Information Technology, Solid Waste, County Counsel

TIME REQUIRED 20 minutes (10 minute presentation;
10 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Nate Greenberg, Tony Dublino, Stacey
Simon

SUBJECT Chalfant Telecommunications Site
License and Agreement

AGENDA DESCRIPTION:

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

Proposed License and Agreement with Skyway Towers, LLC, pertaining to the use of County Property located at the closed Chalfant Landfill for the Installation of Wireless Communications Facilities.

RECOMMENDED ACTION:

Based on the information provided in the staff report, determine that Skyway Towers, LLC ("Skyway") is the highest bidder in response to the invitation for bids for the Chalfant Landfill Telecommunications Site License and Agreement. Approve, and authorize the Chair to sign, the License and Agreement.

FISCAL IMPACT:

The License and Agreement requires Skyway to commence the land use application and environmental review process. All costs for those processes would be borne by Skyway. If the use is approved through the planning process, then the County would receive License fees in the amount of \$1,000 per month (\$12,000 per year) for the first year, with a 3% escalator each subsequent year that the use continues. The cost to the County to amend the JTD for the landfill is estimated at \$5,000.

Initially, funds to amend the Joint Technical Document (JTD) for the Chalfant Landfill will come from the Solid Waste Enterprise fund; then they will be reimbursed from License revenues. Ongoing License revenue will go to the General Revenues budget. Budget amendments will be proposed when the lease is finalized.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: (760) 932-5418 or (760) 924-1704 / ssimon@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Proposed License and Agreement](#)

History

Time	Who	Approval
12/22/2014 11:25 AM	County Administrative Office	Yes
12/22/2014 11:00 AM	County Counsel	Yes
1/7/2015 3:42 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputies
Christian Milovich
John-Carl Vallejo

**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

Legal Assistant
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: January 6, 2015

Re: Chalfant Landfill Telecommunications Site License and Agreement

Recommendation

Based on the information provided in this staff report, determine that Skyway Towers, LLC ("Skyway") is the highest bidder in response to the invitation for bids for the Chalfant Landfill Telecommunications Site License and Agreement. Approve, and authorize the Chair to sign, the License and Agreement.

Provide any other desired direction to staff.

Fiscal Impact

The License and Agreement requires Skyway to commence the land use application and environmental review process. All costs for those processes would be borne by Skyway. If the use is approved through the planning process, then the County would receive License fees in the amount of \$1,000 per month (\$12,000 per year) for the first year, with a 3% escalator each subsequent year that the use continues. The cost to the County to amend the JTD for the landfill is estimated at \$5,000.

Initially, funds to amend the Joint Technical Document (JTD) for the Chalfant Landfill will come from the Solid Waste Enterprise fund: then they will be reimbursed from License revenues. Ongoing License revenue will go to the General Revenues budget. Budget amendments will be proposed when the lease is finalized.

Discussion

For many years the County has attempted to encourage and/or facilitate the provision of reliable cellular phone service for the public and emergency services use in the Chalfant Valley and surrounding areas. These attempts have involved a number of different proposals, efforts, and actions on behalf of the County and others, none of which has yet resulted in reliable service becoming available.

One of the identified barriers is the lack of a dedicated and available property on which to locate the necessary infrastructure. To address this barrier, in October of 2014, the Board authorized staff to advertise for bids in accordance with Government Code section 25537(a) to potentially license an unused portion of the closed Chalfant Landfill for use as a telecommunications site. In accordance with section 25537, a call for bids was published twice in a newspaper of general circulation within the County and posted for fifteen days.

Bids were due on December 1, 2014. The County received one bid, from Skyway Towers, LLC. The bid indicated that Skyway would (if the contingencies discussed below are satisfied) license the property for \$1,000 a month (\$12,000 a year) for the first year, with an annual escalator of 3%.

The initial term of the License (following satisfaction of contingencies) would be ten years. The Licensee would then have the option to renew the License for up to ten additional five-year terms (i.e., a total of up to 60 years).

The Agreement requires that the Licensee submit application(s) for land use approvals within 90 days the date of signing; commence provision of cellular service within one year from satisfaction of all contingencies; and meet specified performance standards (the last would apply to any sub-licensee on the site as well).

Contingencies:

Prior to the License taking effect (i.e., prior to any modification of the property for use as a telecommunications site), the following must be satisfied:

- The person or entity proposing the use must apply for, and be granted, discretionary land use approvals for the facility. The types of approvals required would depend on the specifics proposed by Skyway. At a minimum a conditional use permit would be required.
- The County must comply with its obligations under the California Environmental Quality Act (CEQA) prior to considering any specific proposal and/or issuing permits.

- The County must amend the Joint Technical Document (JTD) for the closed Chalfant Landfill to allow the use and such amendment must be approved by CalRecycle.

The cost to amend the JTD is anticipated to be approximately \$5,000 and will be reimbursed by license revenue. If the License is terminated for any reason within the first ten years, then Skyway would be required to reimburse these funds.

If you have any questions regarding this item prior to your meeting, please call me at 924-1704 or 932-5418 or call Nate Greenberg at 760-924-1819.

Encl.

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY
AND SKYWAY TOWERS, LLC
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

The parties to this Agreement are the County of Mono, a political subdivision of the State of California ("**County**" or "**Licensors**") and Skyway Towers, LLC, a Delaware limited liability company ("**Skyway**" or "**Licensee**"). County and Licensee are collectively referred to as "the Parties." This License and Agreement shall be deemed entered into as of the date provided in paragraph 2 ("the **Effective Date**").

Recitals

- A. The County owns certain real property located at 500 Locust Street, Chalfant, Mono County, State of California, Assessor's Parcel No. 26-200-44, as more fully described in Attachment A, attached hereto and made a part hereof (" the **Property**").
- B. The County is willing to grant to Licensee a ten-year license, renewable at Licensee's option, for up to ten additional five-year terms, for use of a portion of the Property and for access thereto, ("the **Licensed Premises**"), on the terms and conditions set forth in this License and Agreement and contingent up receipt of all necessary planning/land use approvals (the "**Planning Approvals**") and associated compliance with the California Environmental Quality Act (CEQA), and upon amendment by County of the joint technical documents ("**JTD**") for the Chalfant Landfill to allow such use. The Licensed Premises is further described in Attachment B, attached hereto and made a part hereof.
- C. Before entering into this License and Agreement, the County complied with the licensing procedures set forth in Government Code section 25537 (a), including the publishing and posting of a call for bids and the acceptance of the highest bid received in response thereto.

Agreement and License

On the basis of the mutual covenants, conditions and understanding set forth in this License and Agreement, together with its Recitals, the Parties agree as follows:

1. GRANT OF LICENSE.

- A. Subject to the contingencies set forth in sub-paragraph B below, County hereby grants Licensee a non-transferable license to enter, install equipment on, and use the Licensed Premises, as further described in subdivisions C and D and in Attachment B of this Agreement, for a period of ten (10) ten years from the License Date provided in paragraph 2 (the "**License Date**").
- B. The grant of this License (and the payment of License Fees as set forth in paragraph 3) is expressly contingent upon the following conditions being satisfied:
 - i. Discretionary Planning Approvals. Licensee must apply for and receive all applicable Planning Approvals from the County for the proposed use including, but not limited to, a Conditional Use Permit, and shall comply with all permit conditions and conditions of approval throughout the term of the License. Licensee must submit completed application(s) for the Planning Approvals within 90 days of execution of this Agreement, unless that deadline is extended in writing by the County's Director of Information Technology (the "**Director**"). Licensee understands that grant of the Planning Approvals is within the County's sole discretion and that such Approvals may be granted in whole or in part, with conditions or modifications, or that they may be denied.

- ii. Compliance with CEQA. The County's consideration and possible grant of the Planning Approvals requires compliance with CEQA. Such compliance will occur prior to consideration of the Planning Approvals by the County's decision making body and shall be in accordance with the County's standard CEQA processing requirements and all applicable law. Upon receipt of completed application(s) for the Planning Approvals, County will process the applications, including conducting required review, and make a determination as to whether to approve, conditionally approve, or deny the proposed uses in good faith and within a reasonable period of time.
- iii. Amendment of JTD for Chalfant Landfill. Upon receipt, by Licensee, of the Planning Approvals (if granted), County shall in good faith and within a reasonable period of time, process an amendment to its JTD for the Chalfant Landfill to include Licensee's then-permitted use and shall submit that amendment to CalRecycle for approval. The amendment shall be considered made when approved by CalRecycle.

C. Upon satisfaction of the above contingencies and issuance of written confirmation thereof by County, Licensee shall erect a wireless communications tower and other related improvements as detailed in the Planning Approvals (collectively the "**Communications Tower Facility**") on the Licensed Premises. All structures shall comply with the regulations found in Title 27 CCR Section 21190, relating to the construction of permanent structures on closed landfill sites. Thereafter, Licensee shall install (or provide by sub-license for the installation of) wireless communication systems to transmit and receive communications signals to and from the Communications Tower Facility. Licensee may also construct buildings or cabinets on the Licensed Premises to house equipment, with standard and emergency electrical provisions in and to the buildings or cabinets, and may run columns, supports and foundations from the air space to, on and into the land below, for the support of the building(s) that Licensee or its sub-licensee erects for its use and as authorized herein and as more particularly described in the Planning Approvals. The buildings or cabinets and the base of the tower will be fenced for security at Licensee's expense. The fence type shall be as set forth in the Planning Approvals.

Said installation and use shall be effected with all reasonable diligence and precaution to avoid damage to the Property and the Licensed Premises and to the structures, equipment, and facilities thereon.

In the provision of such wireless communication services, Licensee understands and agrees that there is currently no source of electrical power to the site. If Licensee requires/desires electrical power for its operations, it shall be solely and fully responsible for arranging and paying for such service. Any such service shall be made available to County for use in its Transfer Station operations or other uses on the Property.

D. The Licensed Premises includes:

- i. A non-exclusive, unimpaired right to access the Communications Tower Facility from public roads, on foot or motor vehicle, which access shall be separate from the entrance to the County's Transfer Station facility, as shown on Attachment B, for twenty-four (24) hours per day, seven days per week over and across Licensor's Property from an adjacent public right-of-way for the purpose of providing Licensee and/or its sub-licensee/contractor with a right to cross, and means of reasonable ingress and egress, including temporary parking of vehicles and equipment, to and from the Licensed Premises to install, maintain, repair, operate, service, replace and remove the Communications Tower Facility and associated equipment and buildings, utility wires, poles, cables, conduits, and pipes, and to provide utilities to Licensee's equipment on the Licensed Premises.
- ii. A non-exclusive, unimpaired right to install, maintain, repair, operate, service, replace, and remove utility wires, poles, cables, conduits, and pipes, so as to provide utilities to the Communications Tower Facility (the "**Utility Access**"). Such utilities shall be installed and maintained in accordance with the County's Land Development Regulations and with all planning/land use permit conditions and mitigation measures, which may include an additional or amended site plan.

- iii. A non-exclusive, unimpaired right to install vegetation and screening around the Licensed Premises as necessary to meet the applicable landscaping and buffering requirements of the respective County's Land Development Regulations, Planning Approvals and mitigation measures, if and when such placement should ever be required.

E. Notwithstanding the foregoing, and without any conditions precedent or contingency except as set forth in this paragraph E, upon execution by the parties of this Agreement, Licensee, its agents, or contractors may, at Licensee's sole cost and expense, enter upon the Licensed Premises and conduct studies as Licensee deems necessary to determine the suitability of the Property for Licensee's proposed use. These studies may include, without limitation, surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests, and other analyses and studies. Prior to entering the Licensed Premises in accordance with this paragraph, Licensee shall provide a minimum of seven calendar days' written notice to the County Solid Waste Superintendent (the "**Superintendent**") at P.O. Box 457, Bridgeport, CA 93546 or by email to tdublino@mono.ca.gov. The Superintendent shall respond to the notice in writing within five calendar days of its receipt to confirm whether the entry is approved or approved subject to conditions.

F. Upon the prior written consent of County, which consent shall not be unreasonably withheld, Licensee may authorize its sub-licensees/contractors, as necessary, and any utility providers, for the purpose of providing electric, telephone and other utilities to the Licensed Premises, to enter the Licensed Premises to install, maintain, repair, operate, service, replace and remove such utilities.

G. Licensor warrants that it has title to the Licensed Premises, and no other person or corporation has the right to lease the same for the term and the renewals thereof granted by this Agreement. Licensor further covenants that Licensee, upon the payment of the rents herein, and the performance of all the conditions herein, shall have the peaceful and quiet possession of the Licensed Premises, without hindrance on the part of the Licensor or any person or persons claiming by, through or under the Licensor, for the Term, as defined below, herein Licensed, except that Licensor may cultivate the remainder of the Property as long as it does not unreasonably interfere with Licensee's use of the Licensed Premises.

H. The County reserves the right to license the Property to others for any use it sees fit, excluding the installation of another communication tower facility or the provision of other wireless communication service. The County shall ensure, however, that no such other licensee or licensees uses or will use the Property in any manner that interferes with Licensee's use of the Licensed Premises or Licensees' provision of wireless communication services pursuant to this License and Agreement. The above notwithstanding, via this License and Agreement, Licensee is given the exclusive right to use the Licensed Premises to construct, operate and maintain a Communications Tower Facility and the County shall not enter into any Agreement allowing a third party to use the Licensed Premises to construct a tower for the provision of wireless communication services.

I. Licensee accepts the Licensed Premises in "as is" condition and understands that County has made no representation or guarantee to it that the Licensed Premises is suitable or desirable for the installation of a wireless communications tower.; in this regard Licensee acknowledges it has had an opportunity to inspect the Licensed Premises to determine its suitability for this purpose.

J. Upon termination of this License and Agreement, Licensee shall remove all of the equipment, devices, and other items it has installed or placed on the Licensed Premises, and shall restore any portions of the Licensed Premises or the Property it has disturbed as a result of its activities under this License and Agreement as nearly as possible to their condition on the Effective Date, reasonable wear and tear and damage by casualty excepted and consistent with applicable Planning Approvals. Licensee agrees to and shall maintain any portions of the Property and the Licensed Premises affected by its activities under this License and Agreement in a clean, safe, and orderly condition.

K. Notwithstanding the foregoing or any other provision of this License and Agreement, the parties agree that the County is not an insurer and provides no guarantees or assurances of any kind regarding the safety or security of the Property or the Licensed Premises, nor is it hereby undertaking any obligation to provide security services related to Licensees equipment or operations. Rather, Licensee assumes the risk of loss from any alleged

lack of security related to the Property, the Licensed Premises, or its equipment and operations, except for loss caused by the County's willful misconduct.

2. TERM

This Agreement shall commence on the date it is executed by both parties (the "**Effective Date**") and shall terminate (unless otherwise provided) either upon termination of the License granted pursuant to paragraph 1, including any successive renewal terms, or upon nonsatisfaction of any or all of the contingencies set forth in subparagraph 1.B, within the time periods provided, or as they may be extended. If the contingencies set forth in subparagraph 1.B. are satisfied, then the term of the License shall be ten (10) years ("**Initial Term**") commencing on the date that County provides written notice to Licensee that all contingencies are satisfied (the "**License Date**"), unless otherwise terminated as provided herein. Licensee shall have the right to renew the License for ten (10) successive five (5) year periods (the "**Renewal Terms**"), on the same terms and conditions as set forth herein. This License shall automatically be extended for each successive Renewal Term unless Licensee notifies Licensor of its intention not to renew prior to the commencement of the succeeding Renewal Term, on or before three (3) months before the end of the License term or renewal. The Initial Term and any Renewal Terms shall collectively be referred to as the "**Term**".

3. CONSIDERATION

In consideration of the valuable rights provided herein, Licensee shall, commencing on the Effective Date pay a license fee (the "**License Fee**") in the amounts set forth in the Fee Schedule attached hereto as Attachment C and incorporated by this reference, to the County by the first day of each month of the term of this License and Agreement.

All payments shall be by check made payable to "County of Mono" and delivered to the County's Director of Finance at the following address:

County Of Mono
Department of Finance, Auditor-Controller
P.O. Box 556
Bridgeport, CA 93517

[[Or: The Monthly License Fee for the first twelve-month period that the License is in effect shall be _____. During the Initial Term and each Renewal Term, the Monthly License Fee shall increase on each anniversary of the Effective Date by three percent (X%) of the License Fee for the previous year.]]

In addition, Licensee shall provide directly, or contract for the provision of, cellular communications services in a commercially-acceptable manner to residents in the Chalfant Valley and surrounding areas within one year of the License Date. This deadline may be extended in writing by the Director in his discretion, but shall be extended if Licensee has shown good faith (but unsuccessful) efforts to secure a cellular provider for the site in sufficient time to meet the deadline.

Once service is commenced, the provision of internet service to residents in the Chalfant Valley and surrounding areas shall be subject to the performance standards set forth in paragraph 4 below (the "**Performance Standards**").

4. PERFORMANCE STANDARDS

Licensee understands and agrees that, because the Property is leased by the Licensor to enable it to provide certain public services, the Property is, for purposes of this License and Agreement, public property; and that, as a result, Licensor has an obligation to require any private party it allows to use the Property for the provision of a service to the public on a commercial basis to meet certain performance standards in providing that service. Therefore, Licensee shall observe and comply with the following Performance Standards in providing cellular service pursuant to this License and Agreement and shall by contract, enforceable by Licensor as a third-party beneficiary, require any assignee or Sub-licensee/contractor to meet these performance standards:

A. Use all best efforts to provide cellular service to subscribers on a 24 hours-per-day, 7 days-per-week, 365 days per-year basis. The service provided shall be equal to or exceed the level of service that Licensee or its Sub-Licensee provides to its other subscribers in the region (i.e., those receiving internet service from Licensee or Sub-Licensee via equipment and facilities located on a site other than Property). If neither Licensee nor its Sub-Licensee provides cellular service in the region, then the service provided shall be equal to or exceed the level of services provided by other service providers operating in the region.

B. Via whatever means is most effective, provide subscribers with as much notice as possible whenever cellular service will be unavailable due to routine or scheduled maintenance, repair, or system upgrade. In no event, however, shall less than 48 hours notice be given, and best efforts shall be made to minimize the amount of time service is unavailable due to such repair, maintenance, or upgrade.

C. If, due to an event or circumstance beyond its control (e.g., fire, storm, tree fall), Licensee (or a Sub-Licensee) is unable to provide cellular service to any of its subscribers, it shall use its best efforts, and take whatever action is warranted, to ensure that service is resumed as soon as is practicable under the circumstances.

Licensee understands and agrees that, in order for Licensor to ensure that Licensee complies with the Performance Standards set forth above, Licensor will continuously monitor that service, for example by periodically speaking with Licensee's or Sub-licensee's subscribers, to determine whether the service is available to its subscribers and the duration of the periods, if any, when service is unavailable.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Licensee to provide the services and work described in this Agreement must be procured by Licensee with due diligence and be valid at the time Licensee engages in any such services and work under this License and Agreement. Further, during the Term of this License and Agreement, Licensee must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates and permits may include, but are not limited to, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Licensee at no expense to the County. Licensee will provide the County, on or before the execution of this License and Agreement, with evidence of the current and valid licenses, certificates, and permits which are required to provide the services described in this License and Agreement; in the event of a dispute, the County reserves the right to reasonably determine whether a particular license or permit is required to provide such services.

6. DEBT SECURITY

Title to Licensee's Communications Tower Facility and other equipment on the Licensed Premises (the "**Licensee Facilities**") shall be held by Licensee. All Licensee Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Licensee repairs any damage to the Premises caused by such removal. Licensor waives any lien rights it may have concerning the Licensee Facilities. Notwithstanding the foregoing, in the event of removal by Licensee, or anyone acting by, through, or on behalf of Licensee, of the Licensee Facilities, for any reason whatsoever, at any time during the Initial Term, Licensee shall reimburse County its costs to amend the JTD for the Chalfant Landfill, as described in paragraph 1.B.iii.

Licensor acknowledges that Licensee may now or in the future enter into financing arrangements with financing entities for the financing of the Licensee Facilities (the "**Collateral**") with a third party financing entity. In connection therewith, Licensor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("**Licensor Consents**").

Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without Licensor's consent Licensee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "**Mortgagees**") to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Licensee shall give written notice to Licensor of any such assignment, mortgage, pledge or transfer of Licensee's interest in this Agreement and shall provide Licensor with an address for notice to Mortgagees, when such notice is required by this Agreement.

Licensor agrees to notify Licensee and Licensee's Mortgagees simultaneously of any default by Licensee and to give Mortgagees the same right to cure any default as Licensee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Licensee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Licensor shall terminate this Agreement for any reason, Licensor will give to the Mortgagees the right to enter upon the Premises during a ninety (90) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Licensee's Facilities. Licensor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement, and no amendments or changes may be made to this Section of the Agreement without the written consent of the Mortgagees.

7. HAZARDOUS SUBSTANCES

Licensee understands that the Property, including the Licensed Premises, is the site of a County solid waste landfill/transfer station. Licensor shall hold Licensee harmless from and indemnify Licensee against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances being generated, stored, disposed of, on, transported to, on, under, or around the Property generated, stored, disposed of, or transported by Licensor, its employees, agents, assigns, contractors, or subcontractors. This paragraph shall survive the expiration or termination of this Agreement.

Licensee shall hold Licensor harmless from and indemnify Licensor against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances that are generated, stored, disposed of, on, transported to, on, under, or around the Property generated, stored, disposed of, or transported by Licensee, its employees, agents, assigns, contractors, or subcontractors. This paragraph shall survive the expiration or termination of this Agreement.

8. RIGHT OF FIRST REFUSAL/RENTAL STREAM OFFER

If at any time after the date of this Agreement, Licensor receives a bona fide written offer for an instrument of sale, easement, loan, or other legal document, from a third party seeking an assignment and/or transfer of the revenue rental stream associated with this Agreement (the "**Rental Stream Offer**"), Licensor shall immediately furnish Licensee with a copy of the Rental Stream Offer. Licensee shall have the right within twenty (20) days after it receives such copy and representation, to agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Licensee chooses not to exercise this right or fails to provide written notice to Licensor within the Twenty (20) day period, Licensor may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Licensee fails or decides not to exercise such right, the right to match any Rental Stream Offer shall continue as to all new owners and offers.

9. OTHER TELECOMMUNICATIONS TOWERS

Licensor agrees that Licensor, with respect to property owned or controlled by Licensor, shall not operate, acquire, or engage in the operation or construction of a telecommunications tower or allow any third party to operate, acquire, or engage in the operation or construction of a telecommunications tower on property owned or controlled by Licensor so as to directly or indirectly engage in any similar or competing business of Licensee within a radius of two (2) miles from the outside boundary of the Communications Tower Facility during the Terms of this Agreement. In the event Licensor is presented with a legitimate written offer to lease land to a similar or competing business of Licensee, Licensor agrees to provide Licensee with a right to match the terms of such written offer to

lease or purchase ground space and build a Communications Tower Facility on any other property owned by Licensor. Licensor shall give Licensee written notice of its intent to accept a legitimate written offer with the specific terms of any such offer to lease or purchase ground space, and Licensee shall give written notice of Licensee's intent to exercise or not exercise its right of first refusal within sixty (60) days thereafter.

10. WORKERS COMPENSATION

Licensor is aware of the provisions of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions during the term of this License.

11. INSURANCE

Licensee shall procure and maintain, during the entire term of this Agreement and License, a policy of Comprehensive General Liability Insurance which covers all activities to be performed by Licensee under the License and Agreement. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of activities to be performed by Licensee under this License and Agreement. The required policy 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 "AA" or "A+." Prior to commencing any activity under this agreement, Licensee shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; 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 the County.

Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or Seaht.net shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. BOND/ FINANCIAL ASSURANCES REQUIREMENTS

Prior to the installation of any Licensee Facilities, Licensee shall furnish and maintain in effect a faithful performance bond, letter of credit, or other financial assurance acceptable to County and approved as to form by County Counsel, in an amount determined by engineer's estimate (or \$10,000 whichever is greater) to guarantee removal of the Licensee Facilities from the site and site reclamation in accordance with the License and Agreement and any land use permit conditions or conditions of approval. If bonding is utilized, the bond must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Licensee shall promptly furnish such additional security as may be required from time to time to protect the interests of the County. A sample performance bond is attached to this License and Agreement as Attachment D.

13. INDEPENDENT CONTRACTOR STATUS

- A. All acts of Licensee, its agents, officers and employees, relating to the performance of this License and Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of the County. Licensee by virtue of this License and Agreement has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth on this License and Agreement. No agent, officer, or employee of the County is to be considered an employee of Licensee. It is understood by both Licensee and Licensor that this License and Agreement

shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- a. Licensee shall determine the method, details, and means of performing its activities under this License and Agreement. Licensee shall be responsible to Licensor only for the requirements and results specified in this License and Agreement, and except as expressly provided in this License and Agreement, shall not be subject to the Licensor's control with respect to the physical action or activities of Licensee in fulfillment of this License and Agreement.
- b. Licensee, its agents, officers and employees are, and at all times during the term of this License and Agreement shall represent and conduct themselves as, independent contractors and not as employees of Licensor.

14. DEFENSE AND INDEMNIFICATION

Licensee shall defend, indemnify, and hold harmless Licensor, its agents, officers, and employees from, for, and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from or in connection with the activities of Licensee or its agents, officers, or employees. Licensee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to the Property or to other tangible or intangible property, including the loss of use. Licensee's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other costs which is caused in whole or in part by any act or omission of Licensee, 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.

Licensee's obligation to defend, indemnify, and hold the Licensor, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this License and Agreement for Licensor to procure and maintain a policy of insurance. This paragraph shall survive any termination of this License and Agreement.

15. NONDISCRIMINATION

During the term of this License and Agreement, Licensee, 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 other person because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, sex, or any other protected status. Licensee 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 there under in the California Code of Regulations. Licensee 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.

16. ACTS OF NATURE, IMPOSSIBILITY, OR IMPRACTICABILITY

In the event of destruction of any or all of the improvements located on the Property by fire or other acts of Nature, neither of the parties hereto shall be obligated to rebuild said improvements, and if due to any such event Licensee's operations are materially interrupted, Licensee and Licensor shall each have the right to terminate this License and Agreement upon written notice to the other party.

17. PUBLICITY

The parties shall endeavor to coordinate their press releases (if any) and other efforts to publicize Licensee's activities on the Property, although each party shall have final editorial authority regarding its own press releases.

18. REPORTING

Licensee shall supply the Director, upon request, with a report regarding the status of its operations and activities under this License and Agreement.

19. TAXES AND ASSESSMENTS

Licensee agrees to pay all taxes and assessments (if any) lawfully imposed on Licensee by any governmental agency with respect to Licensee's activities under this Agreement, including but not limited to taxes or assessments imposed against Licensee's property, inventory, equipment, activities, or employee wages. In that regard, Licensee is hereby advised pursuant to California Revenue and Taxation Code section 107.6 that this License and Agreement may create a possessory interest subject to property taxation, and that, if such an interest is created, Licensee shall be liable for all taxes assessed on that interest. The provisions of this paragraph shall survive any termination of this License and Agreement.

20. SUB-LICENSING; ASSIGNMENT; SURRENDER OF PROPERTY

- A. Sub-License. Licensee may sub-license the Licensed Premises, without the prior written consent of Licensor, provided that any Sub-licensee is made subject to applicable terms and conditions of this Agreement, including but not limited to the Performance Standards set forth in paragraph 4. This shall include sub-licensing to others the right to transmit and receive communications signals by way of equipment on or attached to the Tower and/or the right to add or install equipment and/or buildings on the Licensed Premises, together with rights of ingress and egress. No sub-license shall relieve the Licensee of its obligations pursuant to this License and Agreement.
- B. Assignment by Licensor. Licensor may assign or otherwise transfer this Agreement, upon written notice to Licensee, except any assignment, conveyance or transfer of this Agreement, which is separate and distinct from a transfer of Licensor's entire right, title and interest in the Property, shall require the prior written consent of Licensee, which may be withheld in Licensee's sole discretion. Upon assignment, including any assignment requiring Licensee's consent, Licensor shall be relieved of all liabilities and obligations hereunder and Licensee shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Licensee's right to consent or not to consent to any transfer which is separate and distinct from a transfer of Licensor's entire right, title and interest in the Property is a continuing right in favor of Licensee and cannot be extinguished by Licensee's consent or non-consent on one or more occasion. For purposes of this paragraph, any assignment, transfer, bequest or devise of Licensor's interest in the Property or this Agreement as a result of the death of Licensor, whether by will or intestate succession, or any conveyance to Licensor's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not require Licensee's written consent.
- C. Surrender. At the expiration of the Term or sooner termination of this License and Agreement, Licensee shall peaceably and quietly quit and surrender the Licensed Premises to Licensor or its agent or designee in as good order, condition and state of repairs as received by Licensee, reasonable wear and damage by the elements excepted and shall remove the Licensee Facilities. If Licensee fails to comply with this provision County may, at its option, cash the bond provided pursuant to this Agreement and cause the removal of Licensee Facilities and the restoration of the Licensed Premises. Any equipment, fixtures, and other property, including the Licensee Facilities, belonging to Licensee and remaining on the Licensed Premises thirty (30) calendar days after termination of this License and Agreement shall become the property of Licensor and may, at Licensor's option, be removed or otherwise disposed of without any liability to Licensee. This paragraph shall survive any termination of this Agreement.

21. TERMINATION FOR CONVENIENCE

Licensor may, after the expiration of the fourth Renewal Term, terminate this Agreement without cause or legal excuse, and without incurring any liability to Licensee, by giving written notice to Licensee at least three months before the date of termination. Licensee may terminate this Agreement, without cause or legal excuse, and without incurring any liability to County except as set forth in paragraph 6, by giving written notice to County at least six months before the date of termination.

22. TERMINATION FOR CAUSE - DEFAULT OR BY ORDER OF STATE

- A. Should either party neglect or fail to perform in the manner specified any of the duties and obligations imposed on it via this License and Agreement the non-defaulting party may declare the defaulting party in default. In that event, the non-defaulting party shall notify the defaulting party in writing of the default and therein demand that such party cure the default. Should the defaulting party fail to cure the default within thirty (30) days of the date of the delivery of the notification, the defaulting party may forthwith terminate this License and Agreement.
- B. Licensee understands that the Licensed Premises are located on the site of a closed landfill and adjacent to a solid waste transfer station. As such, the Premises are subject to the requirements of State law applicable to solid waste facilities. If at any time, by order of the State or any of its agencies, or if required by law or regulation, the Transfer Station or the Licensed Premises are ordered to be closed or the operations are required to be modified, then Licensor shall have the right to terminate or modify this License and Agreement, to the extent necessary to comply with such order(s) and/or requirement(s).
- C. A waiver of any default by one party shall not be deemed a waiver of any subsequent default, and the waiver of any provision in this License and Agreement shall not be deemed an ongoing or subsequent waiver of that provision.

23. INSOLVENCY AND BANKRUPTCY

If Licensee becomes insolvent or makes an assignment for the benefit of creditors or is adjudged bankrupt, either voluntary or involuntary, then this License and Agreement shall immediately terminate and shall not be assignable by any operation or process of the law, nor be treated in any way whatsoever as an asset of Licensee after such event. In such event, the Licensee shall have thirty (30) days following the termination to remove the Licensee Facilities and restore the premises to their prior condition, reasonable wear and tear excepted. If Licensee does not remove the Licensee Facilities and restore the Premises, then County may cash the bond provided pursuant to this Agreement and cause such removal and/or restoration itself.

24. NOTICES

All notices required or permitted under this License and Agreement shall be in writing and delivered to the parties by facsimile transmission, by personal service, by express mail, or by first class mail, postage prepaid, at the addresses stated below:

Mono County
Nate Greenberg
Director of Information Technology
P.O. Box 7657
Mammoth CA 93546
Telephone: 760-924-1819
Facsimile: 760-824-1701

Skyway Towers, LLC
Sara Benson
Skyway Towers, LLC
Assistant Program Manager, Operations Dept.
Direct (813) 960-6219 Cell (813) 494-1958
Fax (813) 960-6210
Sbenson@skywaytowers.com
20525 Amberfield Dr, Suite 102,
Land O Lakes, FL 34638

With a copy to:
Mono County Counsel
P.O. Box 2415
Mammoth Lakes CA 93546
Telephone: 760-924-1700
Facsimile: 760-924-1701

The Parties may, by notice as provided above, designate a different address to which notice will be given.

25. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This License and Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this License and Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this License and Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

26. SEVERABILITY

Each provision of this License and Agreement is severable from any and all other provisions of this License and Agreement. Should any provision of this License and Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the parties shall not be impaired thereby.

27. GOVERNING LAW

This License and Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Mono.

28. REPRESENTATION BY COUNSEL

The parties each acknowledge that this License and Agreement is executed voluntarily and without duress or undue influence on the part of the other party. They further acknowledge that they have knowingly participated in the negotiation and preparation of this License and Agreement and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive the right to do so, and that it they are fully aware of the contents of this License and Agreement and of its legal effect. Therefore, any ambiguities in this License and Agreement shall not be resolved in favor of or against either party.

29. COUNTERPARTS

This License and Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same License and Agreement.

30. MEMORANDUM OF AGREEMENT

On or following the License Date, Licensor agrees to execute a Memorandum of this Agreement which Licensee may record with the appropriate recording officer.

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IN WITNESS of the foregoing provisions the parties have signed this License and Agreement below through their authorized representatives:

LICENSEE:

BY: _____

COUNTY OF MONO,
A political subdivision of the State of California

BY: _____
Chair, Mono County Board of Supervisors

APPROVED AS TO FORM:

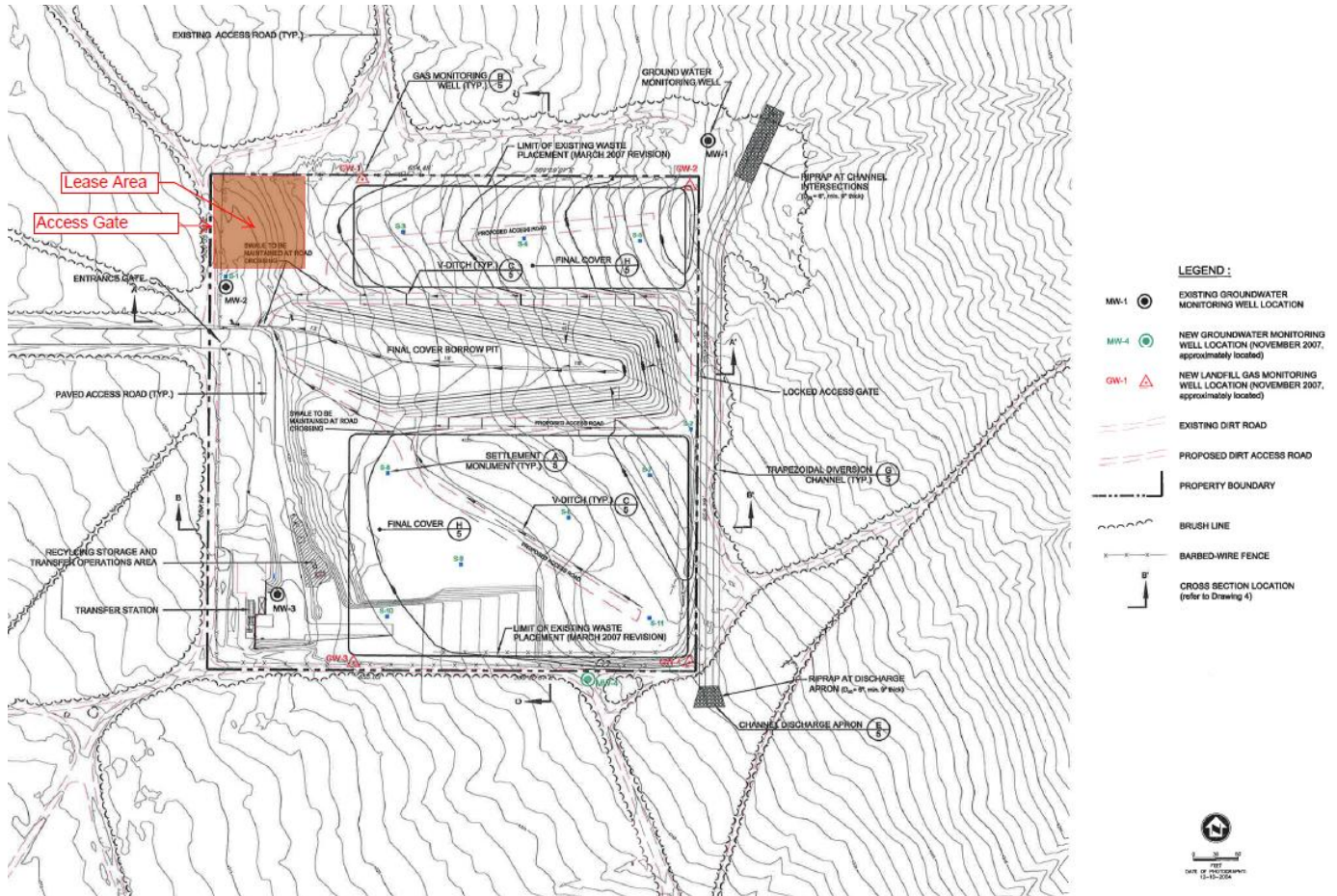
Mono County Counsel

APPROVED BY RISK MANAGEMENT:

Sarah Messerlian, Risk Manager

ATTACHMENT A

LICENSE AND AGREEMENT BETWEEN MONO COUNTY
AND SKYWAY TOWERS, LLC
FOR THE USE OF COUNTY PROPERTY
TELECOMMUNICATIONS SITE



ATTACHMENT B

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY
AND SKYWAY TOWERS, LLC
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

A square area of one hundred feet by one hundred feet (100'x100'), beginning at the northwestern point of the Chalfant Landfill site, proceeding 100' south along the western property boundary, then 100' east into the landfill site, 100' north through the landfill site to the northern boundary, and along the northern boundary 100' to the point of beginning.

Access shall be taken along the western landfill boundary, through a separate gate to be provided by Licensee, leading directly into the licensed area. Licensee's facilities shall be completely enclosed with fencing such that there shall be no access between the licensed area and the remaining property.

ATTACHMENT C

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY AND SKYWAY TOWERS, LLC
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

LICENSE FEE SCHEDULE

Schedule A:

Initial Term License Fee

Year One \$12,000
Year Two \$12,360
Year Three \$12,731
Year Four \$13,113
Year Five \$13,506
Year Six \$13,911
Year Seven \$14,329
Year Eight \$14,758
Year Nine \$15,201
Year Ten \$15,657

First Optional Renewal

Year One \$16,127
Year Two \$16,611
Year Three \$17,109
Year Four \$17,622
Year Five \$18,151

Second Optional Renewal

Year One \$18,696
Year Two \$19,256
Year Three \$19,834
Year Four \$20,429
Year Five \$21,042

Third Optional Renewal

Year One \$21,673
Year Two \$22,324
Year Three \$22,993
Year Four \$23,683
Year Five \$24,394

Fourth Optional Renewal

Year One \$25,125
Year Two \$25,879
Year Three \$26,655
Year Four \$27,455
Year Five \$28,279

Fifth Optional Renewal

Year One \$29,127
Year Two \$30,001
Year Three \$30,901
Year Four \$31,828
Year Five \$32,783

Sixth Optional Renewal

Year One \$33,766
Year Two \$34,779
Year Three \$35,823
Year Four \$36,897
Year Five \$38,004

Seventh Optional Renewal

Year One \$39,144
Year Two \$40,319
Year Three \$41,528
Year Four \$42,774
Year Five \$44,057

Eighth Optional Renewal

Year One \$45,379
Year Two \$46,741
Year Three \$48,143
Year Four \$49,587
Year Five \$51,075

Ninth Optional Renewal

Year One \$52,607
Year Two \$54,185
Year Three \$55,811
Year Four \$57,485
Year Five \$59,209

Tenth Optional Renewal

Year One \$60,986
Year Two \$62,815
Year Three \$64,700
Year Four \$66,641
Year Five \$68,640

Schedule B

Year One Annual Escalator

3%

ATTACHMENT D

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY
AND SKYWAY TOWERS, LLC
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

**COUNTY OF MONO
SAMPLE PERFORMANCE BOND**

WHEREAS, the County of Mono, acting by and through the Department of Information Technology, has awarded to _____, hereafter designated as the "Licensee," a License to utilize the Licensed Premises at the Chalfant Landfill as a cellular communications site.

AND WHEREAS, Licensee is required to furnish a bond in connection with said License, guaranteeing the faithful removal and reclamation of all telecommunications equipment and infrastructure from the Licensed Premises and site reclamation and restoration, all in accordance with the License and Agreement and any planning permits or conditions of approval, and upon termination of the License and Agreement as set forth therein or upon revocation of planning or land use permits or approvals.

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Licensee, its heirs, executors, administrators, sub-contractors, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the License and Agreement and all planning permits or conditions of approval, and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____, a notary public in and for the City / County of _____, personally appeared _____, known to me to be the person whose name is

(Attorney-in-fact)

subscribed to this instrument and known to me to be the Attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 13, 2015

Departments: Community Development-Building Division

TIME REQUIRED 30 minutes (10 minute presentation;
20 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tom Perry

SUBJECT Construction Board of Appeals

AGENDA DESCRIPTION:

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

Presentation by Tom Perry regarding the Construction Board of Appeals.

RECOMMENDED ACTION:

Re-appoint Ryan Boyer and Randy Gilbert to the Construction Board of Appeals, for terms commencing January 1, 2015, and provide direction to staff regarding a process to identify, and nominate for Board approval, the three remaining members. Provide any desired direction to staff in support of creating a Construction Board of Appeals.

FISCAL IMPACT:

None.

CONTACT NAME: Tom Perry

PHONE/EMAIL: (760) 932-5433 / tperry@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

County Counsel

Community Development

County Administrative Office

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Attachment A](#)

History

Time	Who	Approval
1/7/2015 11:34 AM	County Administrative Office	Yes
1/7/2015 5:32 PM	County Counsel	Yes
1/7/2015 2:24 PM	Finance	Yes

Mono County Community Development Department

PO Box 3569
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
inspection hotline: 760.924.1827
commdev@mono.ca.gov

Building Division

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

Date: January 20th, 2015

To: The Honorable Board of Supervisors

From: Tom Perry, Building Official

Re: Construction Board of Appeals

Recommended Action:

Staff recommends option 1 outlined below in the discussion section. Provide any desired direction to staff in support of creating a Construction Board of Appeals.

Fiscal Impact: None.

Discussion:

The Construction Board of Appeals is a panel of five (5) local construction professionals whose function is to hear appeals of orders, decisions and determinations of the Building Official related to Mono County Title 15 and the California Building Codes. Section 113 of the 2013 California Building Code mandates the creation of a Board of Appeals, and provides that the Appeals Board members be appointed by the applicable governing authority (the Board of Supervisors). In 2011, the Board of Supervisors adopted an ordinance creating a Board of Appeals and section 15.04.120 was added to the Mono County Code. No changes or additions to the Mono County Code are proposed at this time. Since 2011, the terms for the Board of Appeals appointees have expired, or are set to expire soon. Two existing members of the Board of Appeals, Ryan Boyer and Randy Gilbert, have expressed an interest in continuing to serve on the Board. Options to fill the vacant seats are as follows:

1. Re-appoint Ryan Boyer and Randy Gilbert to the Construction Board of Appeals, commencing on January 1, 2015, and provide direction to staff regarding a process to identify, and nominate for Board of Supervisors approval, the remaining three members; or
2. Select new appointees for all five seats on the Board of Appeals by a process satisfactory to the Board of Supervisors; or
3. Select members by any other combination of former or new appointees as the Board of Supervisors considers appropriate.

ATTACHMENT A (Mono County Code)

15.04.120 Board of Appeals.

The construction Board of Appeals shall hear and decide appeals of orders, decisions or determinations made by the Building official relative to the application and interpretation of Mono County Title 15 and provide reasonable determinations of decisions rendered by the officials charged with the responsibility of enforcing the Building Codes, as amended from time to time including, but not limited to the following:

- A. Qualifications.** The construction Board of Appeals ("Board of Appeals") shall consist of at least five voting members appointed by the Board of Supervisors, all of whom should be residents of Mono County. Any specific appeal shall be heard by at least a majority of the voting members.
 1. The members shall consist of persons with experience in the field of construction and deemed qualified to understand issues relating to this field.
 2. No county officer or employee shall serve as a voting member of the construction Board of Appeals.
 3. The members shall serve for four years and may be reappointed after that for successive four year terms. In order to ensure continuity on the Board, terms shall be staggered, with two members of the initial Board appointed for two year terms and three members of the initial Board appointed for four-year terms. Members of the initial Board shall determine, through the drawing of lots, which two members shall serve two-year terms and which three members shall serve four-year terms.
- B. Limitations on Authority.** An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, or the provisions of this Code do not fully apply, or an equally good or better form of construction has been proposed and denied by the Building Official.
 1. The Construction Board of Appeals shall have no authority relative to interpretation of the administrative provisions of these codes, nor shall the Board be empowered to waive requirements of these codes.
 2. Any cost for tests or research required by the Board to substantiate the claim of the appellant shall be the sole responsibility of the appellant.
- C. Building Official Ex-Officio member.** The building official for Mono County shall be an ex-officio member of the Board, and shall act as secretary of said Board, but shall have no vote.
- D. Rules, Decisions, Legislative Recommendations.** The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official.
- E. Appeals to Board.** Any person aggrieved by an order, decision, or determination of the official charged with the responsibility of enforcing those respective codes may, within twenty working days of the date of the order, decision, or determination was made, appeal to the Board of Appeals for a hearing.
 1. The appeal must be in writing and accompanied by a filing fee which shall be established by resolution of the County Board of Supervisors.
 2. The appeal shall be filed with the County Building Division and with the Building Official. A form will be provided at the Community Development Department.
 3. All supporting documents shall be submitted with the form at the time of filing of the appeal.
- F. Hearing.** The Building Official, or his or her designee, shall schedule a hearing within twenty working days of receiving the request for hearing and shall give notice of the time, place, and subject matter of the hearing to the person filing the appeal and to each member of the Board of Appeals.
 1. The hearing shall be informal.
 2. The Board shall announce its decision within five (5) working days after the hearing has concluded.
- G. Finality of Decision.** The decision of the Board of Appeals shall be the final administrative decision, and no provision of any ordinance of the County shall be interpreted as permitting a further administrative appeal to the County Board of Supervisors or any other county board or commission.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 13, 2015

Departments: Community Development

TIME REQUIRED 30 minutes (10 minute presentation;
20 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD** Tom Perry

SUBJECT Building Ordinance Amendment

AGENDA DESCRIPTION:

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

Building Ordinance Amendment.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tom Perry

PHONE/EMAIL: (760) 932-5433 / tperry@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

Community Development, County Counsel, County
Administrative Office

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Proposed Ordinance](#)
- [Attachment A \(with edits\)](#)
- [Attachment A \(clean version\)](#)

History

Time	Who	Approval
1/7/2015 11:33 AM	County Administrative Office	Yes
1/7/2015 5:25 PM	County Counsel	Yes
1/7/2015 2:26 PM	Finance	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

BUILDING DIVISION

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

Date: January 13, 2015

To: Honorable Chair and Members of the Board of Supervisors

From: Tom Perry, Building Official
Christian Milovich, Deputy County Counsel

Re: Building Ordinance Amendment

RECOMMENDATION

Introduce, read title, and waive further reading of a proposed ordinance to adopt a revised Chapter 15.04 of Mono County Code Title 15, and amend the previously adopted 2010 California Building Standards Code. Direct Clerk to schedule ordinance for adoption at the Board's next regular meeting; direct filing of modification, if approved, with the California Building Standards Commission; provide further direction to staff.

FISCAL IMPACT

No fiscal impacts are anticipated. The ordinance serves to update the existing local requirements to apply in conjunction with the 2013 California Building Standards Code that took effect on January 1, 2014.

DISCUSSION

Every three years, the California Department of Housing and Community Development (the "Department") is required to adopt building standards applicable to new construction. Those standards are based on model codes published by the International Code Council (ICC) and the International Association of Plumbing and Mechanical Officials (IAPMO). Once adopted, the standards become the California Building Standards Code, which regulates and governs new construction in every jurisdiction statewide.

In accordance with those requirements, in June of 2013, the Department of Housing and Community Development adopted and published the 2013 California Building Standards Code (the "California Code" or "Code"), which took effect on January 1, 2014. These 2014 State Codes are legally enforceable in Mono County regardless of if or when the County adopts them.

State law authorizes cities and counties to make modifications to the building standards contained in the California Code that are deemed necessary due to local topographic, climatic, or geographic conditions. These standards, once adopted by the local jurisdiction, may take effect no sooner than the effective date of the California Code (in this case January 1, 2014) and must be filed with the Building Standards Commission.

The attached ordinance carries forward the revisions to the previously adopted ordinance to provide the inclusion of administrative provisions and other code provisions that were previously not included.

For more information, please call Tom Perry at (760) 932-5433.

MATERIALS

Draft Ordinance 15-___



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6 **ORDINANCE NO. ORD 15-__**
7 **AN ORDINANCE OF THE MONO COUNTY BOARD OF**
8 **SUPERVISORS AMENDING CHAPTER 15.04 OF**
9 **THE MONO COUNTY CODE PERTAINING TO**
10 **BUILDING REGULATIONS AND UNIFORM CODES**

11 **WHEREAS**, Title 15 of the Mono County Code contains the Mono County Building
12 and Construction ordinances and Chapter 15.04 contains the Mono County Building
13 Regulations, International Codes, and Uniform Codes; and

14 **WHEREAS**, the California Buildings Standards Code ("State Code") sets forth the
15 uniform and international building standards by way of adoption of specific uniform and
16 international building codes and standards by the California Building Standards Commission
17 that is binding on the state, other public agencies, and private parties; and

18 **WHEREAS**, the California Building Standards Commission has adopted the 2013
19 California Building Code regulations based on the 2012 International Building Code, and has
20 adopted revised codes including the 2013 California Electrical Code, the 2013 California
21 Plumbing Code, the 2013 California Mechanical Code, the 2013 California Energy Code, the
22 2013 California Historical Building Code, the 2013 California Fire Code, the 2013 California
23 Residential Code, the 2013 California Green Building Standards Code, the 2013 California
24 Administrative Code, the 2013 California Referenced Standards Code, and the 2013
25 California Existing Building Code; pursuant to state law each of these adopted codes
26 becomes effective as of January 1, 2014; and further, local agencies are required to adopt such
27 codes by reference pursuant to Health and Safety Code Section 17922 and Government Code
28 Sections 50022.2 et seq.; and

WHEREAS, local agencies, including the County of Mono, may modify the provisions
 of the adopted State Building Codes when the local agency determines, and expressly finds,
 that such changes or modifications are reasonably necessary because of local climatic,
 geological or topographical conditions as provided in Health and Safety Code Sections
 17958.5, 17958.7, and 18941.5; and

WHEREAS, the Board of Supervisors has previously made findings, and hereby
 expressly ratifies said findings, that all of Mono County is a snow area requiring specific
 ground snow load requirements, and that due to the climatic, geological, and topographic
 conditions found in Mono County that application of high-rise buildings requirements set
 forth in Section 403 of Chapter 4 of the 2013 California Building Code shall apply to any
 development of structures designed to have occupied floors (such as hotels and
 condominiums) located more than 50 feet above the lowest levels accessible to fire
 department vehicles; and

1 **WHEREAS**, the Board of Supervisors finds that of local climatic, geological or
2 topographical conditions, including snow loads, high winds, and freezing temperatures,
3 require the addition of the certain specified appendices of the 2013 California Building Code
4 including Appendix C (Agricultural Buildings).

5 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
6 **MONO ORDAINS** as follows:

7 **SECTION ONE:** That title 15 of the Mono County Code is amended by adding an
8 entirely revised Chapter 15.04 entitled Building Regulations and Uniform Codes that will
9 read as set forth in Attachment "A" which is attached hereto and incorporated herein by this
10 reference.

11 **SECTION TWO:** The previous ordinances set forth in Chapter 15.04 of the Mono
12 County Code are hereby repealed.

13 **SECTION THREE:** That if any section, subsection, sentence, clause or phrase of this
14 ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the
15 validity of the remaining portions of this ordinance. The Mono County Board of Supervisors
16 hereby declares that it would have passed this ordinance, and each section, subsection, clause
17 or phrase thereof, irrespective of the fact that any one or more sections, subsections,
18 sentences, clauses, and phrases be declared unconstitutional.

19 **SECTION FOUR:** This ordinance shall become effective 30 days from the date of its
20 adoption and final passage following a public hearing to be held pursuant to Government
21 Code Sections 50022.2 et seq. The Clerk of the Board of Supervisors shall post this ordinance
22 and also publish the ordinance or a summary thereof in the manner prescribed by
23 Government Code section 25124 no later than 15 days after the date of this ordinance's
24 adoption and final passage. If the Clerk fails to so publish this ordinance or a summary
25 thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after
26 the date of publication.

27 **PASSED, APPROVED and ADOPTED** this ____ day of January, 2015 by the
28 following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Timothy E. Fesko, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Title 15 BUILDINGS AND CONSTRUCTION

Chapter 15.04 BUILDING REGULATIONS.

15.04.010 Purpose of chapter.

15.04.020 Express Findings.

15.04.030 California, International, and Uniform Codes Adopted.

15.04.040 Definitions.

15.04.050 Filing of Adopted Title 15 Codes.

15.04.060 Building Permit Expiration

15.04.070 Building Permit Fees

~~15.04.080 Energy Code Compliance Fee~~

15.04.090 80 Engineering Plancheck

~~15.04.100~~ 90 Planning, Health, Public Works and Other Required Approvals Prerequisite to Building Permit Issuance.

~~15.04.110~~ 100 Building Permit Violation

~~15.04.120~~ 110 Board of Appeals.

~~15.04.130~~ 120 Utility Connection.

~~15.04.131~~ 130 Early Connection of Utility Service.

~~15.04.136~~ 140 Snow Loads.

~~15.04.140~~ 150 Defensible Space and Fire Hazards Reduction.

~~15.04.150~~ 160 Roof Projections.

~~15.04.160~~ 170 Agricultural Storage Structures.

~~15.04.170~~ 180 Manufactured Truss Submittal Requirements.

~~15.04.180~~ 190 Environmental Air Ducts and Exhaust Ventilation.

~~15.04.190~~ 200 High-rise Structure Requirements.

~~15.04.200~~ 210 Penalties for Title 15 Violations.

15.04.010 Purpose of Chapter.

This chapter is enacted for the purpose of adopting rules and regulations for the protection of the public health, safety and general welfare of the occupants and the public; governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation, and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing, or electrical work when performed with issued County of Mono permits in compliance with this chapter.

15.04.020 Express Findings.

The Mono County governing body makes express findings that the listed local modifications, additions, and amendments to the building standards contained in California Building Standards Codes-Title 24 are reasonably necessary because of local climatic, geological or topographical conditions, including snow loads, freezing temperatures, high winds, and remote mountain terrain. These local government amendments also provide a more restrictive building standard than that contained in California Building Standards Codes-Title 24 by including listed Appendices and Codes detailing requirements specific to the local climatic, geological or topographical conditions of Mono County. To facilitate ease of use by industry and building officials, certain of the amendments, additions and modifications to the regulations adopted by the California Building Standards Commission, Department of Housing and Community Development of the state of California and other agencies of the state of California, are made by reference to the appropriate California code.

15.04.030 California Building Standards Codes-Title 24, Uniform, and International Codes adopted.

The California Building Standards Commission has adopted the following codes, which are applicable within the County of Mono as a matter of state law, subject to the modifications and amendments contained in this chapter:

- A. 2010 2013 California Administrative Code (California Code of Regulations Title 24, Part 1) specific to administrative regulations of/for California Regulatory Agencies.
- B. 2010 2013 California Building Code, (California Code of Regulations Title 24, Part 2) including the following Appendices: Appendix C; (*Agricultural Buildings*) and ~~Appendix I; (*Patio Covers*).~~
- C. 2010 2013 California Electrical Code, (California Code of Regulations Title 24, Part 3).
- D. 2010 2013 California Mechanical Code, (California Code of Regulations Title 24, Part 4).
- E. 2010 2013 California Plumbing Code, (California Code of Regulations Title 24, Part 5)
- F. 2010 2013 California Energy Code, (California Code of Regulations Title 24, Part 6).
- G. 2010 2013 California Historical Building Code (California Code of Regulations Title 24, Part 8).
- H. 2010 2013 California Fire Code Part 9, 2007 Edition (California Code of Regulations Title 24, Part 9).
- I. 2010 2013 California Existing Building Code Part 10, 2007 Edition (California Code of Regulations Title 24, Part 10).
- J. 2010 2013 California Referenced Standards Code (California Code of Regulations Title 24, Part 12).
- K. 2010 2013 California Residential Code (California Code of Regulations Title 24, part 2.5).

- L. 2010 2013 California Green Building Standards Code (California Code of Regulations Title 24, Part 11).

15.04.040 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes set forth above, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section:

- A. **"Building Division,"** "electrical department," "plumbing department," "office of administrative authority," or "housing department" means the Building Division of Mono County.
- B. **"Building Official,"** "authority having jurisdiction [AHJ]" and similar references to a chief administrative position, mean the Chief Building Inspector of the county; provided, however, that:
 - 1. Where such terms are used in connection with those duties imposed by a statute or ordinance upon the county health officer, said terms shall include the county health officer.
- C. **"City,"** means the County of Mono when referring to a political entity, or an unincorporated area of said county when referring to area, **"City Clerk"** - means the county clerk and ex officio clerk of the board of supervisors, and **"City Council"** or **"Mayor,"** means the board of supervisors of the County of Mono.
- D. **"Dwelling unit,"** includes but is not limited to, each single-family dwelling and each habitation unit of an apartment, duplex, or multiple-dwelling structure designated as a separate place for habitation of family; "dwelling unit" also includes each guest room.
- E. **"Fire Chief,"** means the chief of the fire protection district wherein a particular building is or is to be located or, for any area not within a fire protection district, the same shall mean the county fire marshal designated by the board of supervisors.
- F. **"Person,"** includes, but is not limited to, every person, firm, entity, or corporation engaging in a construction activity or through the services of any employee, agent, or independent contractor.
- G. **"Trailer space,"** means each space, area, or building in a trailer park or mobilehome park or other place, designed or intended as a place to accommodate any mobilehome, trailer, van, bus, or other vehicle or mobile structure, at a time when the same is being used as living or sleeping quarters for human beings.

15.04.050 Filing of Adopted Title 15 Codes.

The Mono County Building Division shall maintain on file copies of the codes referred to in Section 15.04.030 and the codes shall be open to public inspection.

15.04.060 Building Permit Expiration

All building permits and plan checks will expire under the following conditions:

- A. All applications and plans submitted for plan review shall become void after a period of 12 months (1 year) from the time of application. At this time any further application for the project will require a new plancheck fee and new application submitted.
- B. All Building Division permits will become void thirty-six months (3 years) after issuance, unless:
 - 1. A written request for a permit extension is submitted.
 - 2. The construction is progressing at a proponent's best rate, and;
 - 3. The construction activity is posing no life-safety threat to the public or to any person.

- C. If the building or work authorized by such permit is not commenced within one year from the date of permit issuance, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced, the permit shall expire.
1. Suspension and/or abandonment shall be determined by a lack of progress inspections for a period of more than one year since the last previously documented inspection. If a permit has expired, no work can recommence until a new application is applied for, plancheck is completed, all permit fees are paid, and a new permit is issued.
- D. To receive an extension of time on an expired building permit the applicant shall submit a written request detailing the extenuating circumstances that prevented the completion of the project in the allotted time limits of the issued permit.
1. Upon review and approval by the building official, an extension may be granted for an additional year. Should this additional 12 months (1 year) time elapse, a new building permit shall be obtained prior to the continuation of work on the project.
 2. The new permit fee will be calculated on the hourly amount of plancheck required to reissue the permit, the balance of the work to be completed, and number of inspections estimated to final the issued permit.

15.04.070 Building Permit fees.

All permit fees to include Building, Electrical, Plumbing, and Mechanical permits shall be paid to the Building Division in an amount set forth and adopted by resolution of the Board of Supervisors.

15.04.080 Energy Code Compliance Fee.

~~An energy compliance fee, amounting to twenty-five percent (25%) of the building permit fee, must be paid for any structure that is required to comply with the requirements of the California Energy Code.~~

15.04.090 080 Engineering Plancheck.

Permit applications containing engineered design submitted to the Mono County Building Division for plancheck review exceeding Conventional Light-Frame Construction code provisions in order to address Seismic Design, Wind Load, Ground Snow Load, or because of unconventional or irregular design, may be subject to engineering plancheck review by in-house or contract engineering consultants as determined on a case by case basis by the Building Official. All commercial structures containing engineering design requirements shall be subject to engineering plancheck review. The expense for such plancheck and design review by qualified engineers shall be paid by the project applicant.

15.04.100 090 Planning, Health, Public Works and Other Required Approvals Prerequisite to Building Permits Issuance.

No building permits shall be issued for any building for which an individual sewage disposal system, a connection to a public sewage collection system, an individual water supply system and/or a connection to a public water supply system must be installed, altered or added to until the Building Official is satisfied that all required County Department application reviews for permits have been completed issued therefor.

15.04.110 100 Building Permit violations

Violations. Where work for which a permit is required by this code has been started prior to obtaining the required permits, the permit fees shall be assessed at a rate to recoup the time and materials spent by the Building Division staff to mitigate the violation. The payment of such assessed fees shall not relieve any persons from fully complying with the requirements of this code in execution of the work nor from any other penalties, prescribed herein.

15.04.120 110 Board of Appeals.

The construction Board of Appeals shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of Mono County Title 15 and provide reasonable determinations of decisions rendered by the officials charged with the responsibility of enforcing the building codes, as amended from time to time including, but not limited to the following:

- A. **Qualifications.** The Construction Board of Appeals ("Board of Appeals") shall consist of at least five voting members, all of whom should be residents of Mono County. Any specific appeal shall be heard by at least a majority of the voting members.
1. The members shall consist of persons with experience in the field of construction and deemed qualified to understand issues relating to this field.
 2. No County officer or employee shall serve as a voting member of the construction Board of Appeals.
 3. The members shall serve four years and may be reappointed after that for successive four-year terms. In order to ensure continuity on the Board, terms shall be staggered, with two members of the initial Board appointed for two-year terms and three members of the initial Board appointed for four-year terms. Members of the initial Board shall determine, through the drawing of lots, which two members shall serve two-year terms and which three members shall serve four-year terms.

- B. Limitations on Authority.** An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, or the provisions of this Code do not fully apply, or an equally good or better form of construction has been proposed and denied by the Building Official.
 - 1. The Board of Appeals shall have no authority relative to interpretation of the administrative provisions of these codes, nor shall the Board be empowered to waive requirements of these codes.
 - 2. Any cost for tests or research required by the Board to substantiate the claim of the appellant shall be the sole responsibility of the appellant.
- C. Building Official Ex-Officio member.** The Building Official for Mono County shall be an ex-officio member of the Board of Appeals, and shall act as secretary of said Board of Appeals, but shall have no vote.
- D. Rules, Decisions, Legislative Recommendations.** The Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations and render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official.
- E. Appeals to Board.** Any person aggrieved by an order, decision, or determination of the official charged with the responsibility of enforcing those respective codes may, within twenty working days of the date of the order, decision, or determination was made, appeal to the Board of Appeals for a hearing.
 - 1. The appeal must be in writing and accompanied by a filing fee which shall be established by resolution of the County Board of Supervisors.
 - 2. The appeal shall be filed with the County Building Division and with the Building Official. A form will be provided at the Community Development Department.
 - 3. All supporting documents shall be submitted with the form at the time of filing the appeal.
- F. Hearing.** The Building Official, or his or her designee, shall schedule a hearing within twenty working days of receiving the request for hearing and give notice of the time, place, and subject matter of the hearing to the person filing the appeal, and to each member of the Board of Appeals.
 - 1. The hearing shall be informal.
 - 2. The Board of Appeals shall announce its decision within five working days after the hearing has concluded.
- G. Finality of Decision.** The decision of the Construction Board of Appeals shall be the final administrative decision, and no provision of any ordinance of the County shall be interpreted as permitting a further administrative appeal to the County Board of Supervisors or any other county board or commission.

15.04.430 120 Utility connection.

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas permanently to any building or structure for which a permit is required by this chapter until such structure complies with all applicable ordinances and codes and has been approved by County Building Division final inspection as required under the California Building Code. This section shall not prohibit the erection and use of temporary power poles when approved by the Building Official; provided that such temporary electrical connections and facilities are removed prior to connection of permanent lines.

15.04.434 130 Early Connection of Utility Service.

Where no building is located on a lot or parcel, no permit shall be issued for a septic system or an accessory building prior to issuance of a permit for a main building to be located on the same lot or parcel without the consent of the Planning Division. All temporary electric power poles shall be installed per requirements found in Article 590 of the 2010 2013 California Electrical Code. The purpose of this provision is to furnish the Planning Division with sufficient information concerning the uses, size, area of coverage, or location of any main building that will or may be constructed thereon, in relation to such septic system, accessory building, or temporary power pole.

- A. EXCEPTIONS:** Permits for temporary power poles to be used during time of construction may be issued prior to the main use being established, provided the following conditions have been met:
 - 1. All required plans have been submitted.
 - 2. All plan check fees, building permit fees, and any special fees have been paid in full.
- B.** As used in this section, certain terms are defined as follows:
 - 1. **“Accessory building”** means and includes any building or structure the use of which is customarily subordinate or incidental to that of a main building or a main use of a certain kind of lot or parcel, for example, a garage or storage building.
 - 2. **“Main building”** means and includes a building or structure which is customarily used to carry out the main use of a lot or parcel of a certain kind.
 - 3. **“Main use”** means and includes the principal or dominant use for which a lot or parcel of a certain kind is customarily used.
 - 4. **“Temporary power pole”** means and includes any pole placed for the conveyance of electrical energy for a limited period of time and is used in preparing for the main use of a certain kind of lot or parcel.
- C.** Permanent electrical service may be connected to a building or structure prior to Building Division final inspection and approval provided:

1. The applicant completes a temporary power agreement, on a form supplied by the Mono County Building Division stating that project is ninety percent complete and meets all requirements of the Building Division, and executes a disconnect order which authorizes the county to disconnect, under the applicants' liability and expense, in the event of unauthorized usage and/or failure to meet the executed schedule.
2. The applicant completes a temporary power agreement and submits a cash bond in the amount of one thousand dollars, and executes a disconnect order which authorizes the county to disconnect. Under the applicants' liability and expense the power will be disconnected and the bond forfeited in the event of unauthorized usage and/or failure to meet schedule.

15.04.136 140 Snow Loads.

All of Mono County shall be declared a snow area and this declaration pertains to all structures as defined in the 2010 2013 California Building Code section 202. Mobile homes, modular homes, factory-built houses, and commercial coaches shall be subject to the specific design provisions of California Title 25 and under the jurisdiction of the California State agency of Housing and Community Development (HCD). The snow loads, and the conditions of their application, shall be revised from time to time based on minimum California Building Code requirements, site specific case studies, and updated information as determined by the Mono County Building Official.

A. "Structure" (as defined by the 2010-2013 California Building Code section 202): That which is built or constructed.

MONO COUNTY SNOW LOAD DESIGN CRITERIA 2010 2013 California Building Code

SNOW LOADS: Use Terrain Category D/Flat unobstructed areas ASCE 7-10 Table 7-2 $C_e = 0.9$ for high desert area roofs noted with *.
Use Terrain Category B/Partially Exposed ASCE 7-10 Table 7-2 $C_e = 1.0$ for all other roofs.
Use ASCE 7-10 Table 7-3 Thermal Factor $C_t = 1.1$ for all roofs.
Use ASCE 7-10 Table 1.5-2 Importance Factor $I_s = 1.0$ for all roofs.
Use Fig. 7-2b graph in ASCE 7-10 and "All Other Surfaces" curve for determination of C_s if roof meets criteria for slope reduction.

CLIMATE ZONE: 16

FROST DEPTH: 18" below exterior finished grade minimum

GROUND SNOW LOAD_g PSF - ROOF SNOW LOAD_r CONVERSION TABLE			
HIGH DESERT LOCATIONS	ELEVATION	GROUND SNOW LOAD_g (psf)	FLAT ROOF SNOW LOAD $p_r = (.7)(0.9^* \text{ or } 1.0=C_e)(1.1=C_t)(1.0=L)p_g = (\text{psf})$
Chalfant Valley*	4,200 ft	55 psf	38 psf
Hammil Valley*	4,500 ft	55 psf	38 psf
Paradise*	5,000 ft	55 psf	38 psf
Topaz*	5,000 ft	55 psf	38 psf
Coleville*	5,100 ft	55 psf	38 psf
Benton*	5,400 ft	55 psf	38 psf
Walker*	5,400 ft	55 psf	38 psf
Bridgeport	6,470 ft	65 psf	50 psf
Mono City	6,899 ft	75 psf	58 psf
Long Valley (east of US 395)	7,000 ft	80 psf	62 psf
Tom's Place	7,000 ft	80 psf	62 psf
MOUNTAIN AREA LOCATIONS	ELEVATION	GROUND SNOW LOAD_g (psf)	FLAT ROOF SNOW LOAD $p_r = (.7)(1.0=C_e)(1.1=C_t)(1.0=L)p_g = (\text{psf})$
Swall Meadows	6,400	100 psf	77 psf
Sonora Junction	6,500	155 psf	119 psf
Rancheria Estates	6,600	105 psf	81 psf
Pickel Meadow	6,800	155 psf	119 psf
Lee Vining	6,800	120 psf	92 psf
Long Valley (west of US 395)	7,000	125 psf	96 psf
Lundy Lake (lower)	7,000	150 psf	116 psf
Crowley Lake	7,000	125 psf	96 psf
Bald Mountain/Arcularius	7,100	150 psf	116 psf
Twin Lakes	7,200	140 psf	109 psf
Devil's Gate	7,400	155 psf	119 psf
Crestview	7,500	150 psf	116 psf
Swauger Creek	7,500	150 psf	116 psf
Convict Lake	7,580	155 psf	119 psf
June Lake	7,600	155 psf	119 psf
Lundy Lake (upper)	8,000	285 psf	220 psf
Virginia Lakes	9,600	285 psf	220 psf

15.04.140 150 Defensible Space and Fire Hazards Reduction.

Prior to the issuance of a Certificate of Occupancy or final approval, the Building Official shall require that, where applicable, the defensible space requirements and other fire hazard reduction requirements have been met pursuant to Chapter 7A of the 2013 California Building Code, as that Code may be amended from time to time, have been met. These requirements include, but are not limited to, the following:

Properties shall be maintained in accordance with the defensible space requirements contained in Government Code section 51182 (unless exempted by Government Code section 51183 or 51184) and Public Resources Code section 4291, as applicable.

- A. The existence or maintenance of any of the following conditions is prohibited:
 - 1. Tree branches within ten feet of a chimney outlet or stovepipe outlet;
 - 2. Dead or dying tree branches adjacent to or overhanging a building;
 - 3. Leaves, needles, or other dead vegetative growth on the roof of any structure;
 - 4. Flammable vegetation or other combustible growth within thirty feet of an occupied dwelling or structure which prevents the creation of a firebreak.
 - 5. Brush, flammable vegetation, or combustible vegetation located between 30 and 100 feet of an occupied dwelling or structure which prevents the creation of a reduced fuel zone; or
 - 6. Brush or other flammable material within 10 feet of a propane tank.
- B. For the purposes of this section, the following definitions shall apply:
 - 1. **Firebreak** - shall mean an area of land within 30 feet of an occupied dwelling or structure or to the property line, whichever is closer, in which all flammable vegetation or other combustible growth has been removed. The creation of a firebreak shall not require the removal of single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to any dwelling or structure.
 - 2. **Reduced Fuel Zone** - shall mean an area between 30 and 100 feet of an occupied dwelling or occupied structure or to the property line, whichever is closer, in which all brush, flammable vegetation or combustible growth has been removed. The creation of a reduced fuel zone shall not require the removal of single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a dwelling or structure. Grass and other vegetation located more than 30 feet from the dwelling or structure and less than 18 inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion.
- C. No person shall be required to maintain any clearing on any land if that person does not have the legal right to maintain the clearing, nor is any person required to enter upon or damage property that is owned by another person without the consent of that person.

15.04.150 160 Roof projections.

All flues, fireplace chimneys, or other projections through the roof shall be protected from damage by sliding snow or ice. This shall be accomplished by using guys, formed metal guards, saddles, or other methods approved by the Building Official.

15.04.160 170 Agricultural Storage Structures.

Agricultural structures for the storage of field-grown products only, with at least three sides completely open, may utilize slope reduction factors in ASEC 7-05 10 for "Unobstructed Slippery Surfaces" per 7-2B, as determined by the Building Official.

15.04.170 180 Manufactured Truss Submittal Requirements.

- A. All manufactured trusses shall be designed by a California licensed civil or structural engineer.
 - 1. Truss design submittals and calculations may be "Deferred Submittals" and shall be submitted prior to or at the time of roof sheathing inspection.
 - 2. If the truss design submittals and calculations are not submitted at this time, no further inspections will be conducted until this information has been provided for review and approval.

15.04.180 190 Environmental Air Ducts and Exhaust Ventilation.

Ducts used for domestic kitchen range shall terminate to the exterior, and be of metal and have a smooth interior surface. All bathrooms, water closets compartments, laundry rooms, and similar rooms shall be equipped with a mechanical exhaust ventilation system connected directly to the outside capable of providing a minimum ventilation rate of fifty cubic feet per minute for intermittent ventilation or twenty five cubic feet per minute for continuous ventilation specific to seasons of extreme cold and snow where exterior natural ventilation is not practical.

15.04.190 200 High-rise structure requirements.

Each building having floors used for human occupancy located more than fifty feet above the lowest level of fire department vehicle access shall comply with the standards set forth in Section 403 of Chapter 4 of the 2013

California Building Code and any similar requirements from time to time adopted by the California Building Standards Commission pertaining to high-rise buildings designed for human occupancy.

15.04.200 210 Penalties for Chapter 15.04 Violations.

- A. Unlawful Acts.** It shall be unlawful for any person, firm, vendors, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure, or building service equipment or cause or permit the same to be done in violation of this code and the technical codes as amended and adopted by the County. The use or occupancy of any building in violation of any of the provisions of this code or the technical codes as adopted by the County is declared to be a public nuisance and may be abated in the manner provided by law and subject to enforcement pursuant to the provisions of Chapter 1.12 of the Mono County Code.
- B. Notice of violation.** The Building Official and his or her deputy inspectors shall be vested with the necessary powers and duties for the exclusive purpose of enforcing provisions of this Code. The Building Official and his or her deputy inspectors may issue warnings or citations for violations, serve a notice of violation or order on the person responsible for the erection, construction, alteration, expansion, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.
- C. Prosecution of violation.** If a notice of violation is not complied with as directed, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Further, any such violation may be subject to enforcement pursuant to the provisions of Chapter 1.12 of the Mono County Code.
- D. Violation penalties.** Any person who violates any of the provisions of this Chapter shall be subject to the penalties set forth in Section 1.04.060 and Chapter 1.12 of the Mono County Code.

Title 15 BUILDINGS AND CONSTRUCTION

Chapter 15.04 BUILDING REGULATIONS.

15.04.010 Purpose of chapter.

15.04.020 Express Findings.

15.04.030 California, International, and Uniform Codes Adopted.

15.04.040 Definitions.

15.04.050 Filing of Adopted Title 15 Codes.

15.04.060 Building Permit Expiration

15.04.070 Building Permit Fees

15.04.080 Engineering Plancheck

15.04.090 Planning, Health, Public Works and Other Required Approvals Prerequisite to Building Permit Issuance.

15.04.100 Building Permit Violation

15.04.110 Board of Appeals.

15.04.120 Utility Connection.

15.04.130 Early Connection of Utility Service.

15.04.140 Snow Loads.

15.04.150 Defensible Space and Fire Hazards Reduction.

15.04.160 Roof Projections.

15.04.170 Agricultural Storage Structures.

15.04.180 Manufactured Truss Submittal Requirements.

15.04.190 Environmental Air Ducts and Exhaust Ventilation.

15.04.200 High-rise Structure Requirements.

15.04.210 Penalties for Title 15 Violations.

15.04.010 Purpose of Chapter.

This chapter is enacted for the purpose of adopting rules and regulations for the protection of the public health, safety and general welfare of the occupants and the public; governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation, and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing, or electrical work when performed with issued County of Mono permits in compliance with this chapter.

15.04.020 Express Findings.

The Mono County governing body makes express findings that the listed local modifications, additions, and amendments to the building standards contained in California Building Standards Codes-Title 24 are reasonably necessary because of local climatic, geological or topographical conditions, including snow loads, freezing temperatures, high winds, and remote mountain terrain. These local government amendments also provide a more restrictive building standard than that contained in California Building Standards Codes-Title 24 by including listed Appendices and Codes detailing requirements specific to the local climatic, geological or topographical conditions of Mono County. To facilitate ease of use by industry and building officials, certain of the amendments, additions and modifications to the regulations adopted by the California Building Standards Commission, Department of Housing and Community Development of the state of California and other agencies of the state of California, are made by reference to the appropriate California code.

15.04.030 California Building Standards Codes-Title 24, Uniform, and International Codes adopted.

The California Building Standards Commission has adopted the following codes, which are applicable within the County of Mono as a matter of state law, subject to the modifications and amendments contained in this chapter:

- A. **2013 California Administrative Code** (California Code of Regulations Title 24, Part 1) specific to administrative regulations of/for California Regulatory Agencies.
- B. **2013 California Building Code**, (California Code of Regulations Title 24, Part 2) including the following Appendices: Appendix C; (*Agricultural Buildings*).
- C. **2013 California Electrical Code**, (California Code of Regulations Title 24, Part 3).
- D. **2013 California Mechanical Code**, (California Code of Regulations Title 24, Part 4).
- E. **2013 California Plumbing Code**, (California Code of Regulations Title 24, Part 5)
- F. **2013 California Energy Code**, (California Code of Regulations Title 24, Part 6).
- G. **2013 California Historical Building Code** (California Code of Regulations Title 24, Part 8).
- H. **2013 California Fire Code** (California Code of Regulations Title 24, Part 9).
- I. **2013 California Existing Building Code** (California Code of Regulations Title 24, Part 10).
- J. **2013 California Referenced Standards Code** (California Code of Regulations Title 24, Part 12).
- K. **2013 California Residential Code** (California Code of Regulations Title 24, part 2.5).

- L. **2013 California Green Building Standards Code** (California Code of Regulations Title 24, Part 11).

15.04.040 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes set forth above, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section:

- A. **“Building Division,”** “electrical department,” “plumbing department,” “office of administrative authority,” or “housing department” means the Building Division of Mono County.
- B. **“Building Official,”** “authority having jurisdiction [AHJ]” and similar references to a chief administrative position, mean the Chief Building Inspector of the county; provided, however, that:
 - 1. Where such terms are used in connection with those duties imposed by a statute or ordinance upon the county health officer, said terms shall include the county health officer.
- C. **“City,”** means the County of Mono when referring to a political entity, or an unincorporated area of said county when referring to area, **“City Clerk”** - means the county clerk and ex officio clerk of the board of supervisors, and **“City Council”** or **“Mayor,”** means the board of supervisors of the County of Mono.
- D. **“Dwelling unit,”** includes but is not limited to, each single-family dwelling and each habitation unit of an apartment, duplex, or multiple-dwelling structure designated as a separate place for habitation of family; “dwelling unit” also includes each guest room.
- E. **“Fire Chief,”** means the chief of the fire protection district wherein a particular building is or is to be located or, for any area not within a fire protection district, the same shall mean the county fire marshal designated by the board of supervisors.
- F. **“Person,”** includes, but is not limited to, every person, firm, entity, or corporation engaging in a construction activity or through the services of any employee, agent, or independent contractor.
- G. **“Trailer space,”** means each space, area, or building in a trailer park or mobilehome park or other place, designed or intended as a place to accommodate any mobilehome, trailer, van, bus, or other vehicle or mobile structure, at a time when the same is being used as living or sleeping quarters for human beings.

15.04.050 Filing of Adopted Title 15 Codes.

The Mono County Building Division shall maintain on file copies of the codes referred to in Section 15.04.030 and the codes shall be open to public inspection.

15.04.060 Building Permit Expiration

All building permits and plan checks will expire under the following conditions:

- A. All applications and plans submitted for plan review shall become void after a period of 12 months (1 year) from the time of application. At this time any further application for the project will require a new plancheck fee and new application submitted.
- B. All Building Division permits will become void thirty-six months (3 years) after issuance, unless:
 - 1. A written request for a permit extension is submitted.
 - 2. The construction is progressing at a proponent’s best rate, and;
 - 3. The construction activity is posing no life-safety threat to the public or to any person.

- C. If the building or work authorized by such permit is not commenced within one year from the date of permit issuance, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced, the permit shall expire.
1. Suspension and/or abandonment shall be determined by a lack of progress inspections for a period of more than one year since the last previously documented inspection. If a permit has expired, no work can recommence until a new application is applied for, plancheck is completed, all permit fees are paid, and a new permit is issued.
- D. To receive an extension of time on an expired building permit the applicant shall submit a written request detailing the extenuating circumstances that prevented the completion of the project in the allotted time limits of the issued permit.
1. Upon review and approval by the building official, an extension may be granted for an additional year. Should this additional 12 months (1 year) time elapse, a new building permit shall be obtained prior to the continuation of work on the project.
 2. The new permit fee will be calculated on the hourly amount of plancheck required to reissue the permit, the balance of the work to be completed, and number of inspections estimated to final the issued permit.

15.04.070 Building Permit fees.

All permit fees to include Building, Electrical, Plumbing, and Mechanical permits shall be paid to the Building Division in an amount set forth and adopted by resolution of the Board of Supervisors.

15.04.080 Engineering Plancheck.

Permit applications containing engineered design submitted to the Mono County Building Division for plancheck review exceeding Conventional Light-Frame Construction code provisions in order to address Seismic Design, Wind Load, Ground Snow Load, or because of unconventional or irregular design, may be subject to engineering plancheck review by in-house or contract engineering consultants as determined on a case by case basis by the Building Official. All commercial structures containing engineering design requirements shall be subject to engineering plancheck review. The expense for such plancheck and design review by qualified engineers shall be paid by the project applicant.

15.04.090 Planning, Health, Public Works and Other Required Approvals Prerequisite to Building Permits Issuance.

No building permits shall be issued for any building for which an individual sewage disposal system, a connection to a public sewage collection system, an individual water supply system and/or a connection to a public water supply system must be installed, altered or added to until the Building Official is satisfied that all required County Department application reviews for permits have been completed issued therefor.

15.04.100 Building Permit violations

Violations. Where work for which a permit is required by this code has been started prior to obtaining the required permits, the permit fees shall be assessed at a rate to recoup the time and materials spent by the Building Division staff to mitigate the violation. The payment of such assessed fees shall not relieve any persons from fully complying with the requirements of this code in execution of the work nor from any other penalties, prescribed herein.

15.04.110 Board of Appeals.

The construction Board of Appeals shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of Mono County Title 15 and provide reasonable determinations of decisions rendered by the officials charged with the responsibility of enforcing the building codes, as amended from time to time including, but not limited to the following:

- A. Qualifications.** The Construction Board of Appeals ("Board of Appeals") shall consist of at least five voting members, all of whom should be residents of Mono County. Any specific appeal shall be heard by at least a majority of the voting members.
1. The members shall consist of persons with experience in the field of construction and deemed qualified to understand issues relating to this field.
 2. No County officer or employee shall serve as a voting member of the construction Board of Appeals.
 3. The members shall serve four years and may be reappointed after that for successive four-year terms. In order to ensure continuity on the Board, terms shall be staggered, with two members of the initial Board appointed for two-year terms and three members of the initial Board appointed for four-year terms. Members of the initial Board shall determine, through the drawing of lots, which two members shall serve two-year terms and which three members shall serve four-year terms.
- B. Limitations on Authority.** An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, or the provisions of this Code do not fully apply, or an equally good or better form of construction has been proposed and denied by the Building Official.

1. The Board of Appeals shall have no authority relative to interpretation of the administrative provisions of these codes, nor shall the Board be empowered to waive requirements of these codes.
 2. Any cost for tests or research required by the Board to substantiate the claim of the appellant shall be the sole responsibility of the appellant.
- C. Building Official Ex-Officio member.** The Building Official for Mono County shall be an ex-officio member of the Board of Appeals, and shall act as secretary of said Board of Appeals, but shall have no vote.
- D. Rules, Decisions, Legislative Recommendations.** The Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations and render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official.
- E. Appeals to Board.** Any person aggrieved by an order, decision, or determination of the official charged with the responsibility of enforcing those respective codes may, within twenty working days of the date of the order, decision, or determination was made, appeal to the Board of Appeals for a hearing.
1. The appeal must be in writing and accompanied by a filing fee which shall be established by resolution of the County Board of Supervisors.
 2. The appeal shall be filed with the County Building Division and with the Building Official. A form will be provided at the Community Development Department.
 3. All supporting documents shall be submitted with the form at the time of filing the appeal.
- F. Hearing.** The Building Official, or his or her designee, shall schedule a hearing within twenty working days of receiving the request for hearing and give notice of the time, place, and subject matter of the hearing to the person filing the appeal, and to each member of the Board of Appeals.
1. The hearing shall be informal.
 2. The Board of Appeals shall announce its decision within five working days after the hearing has concluded.
- G. Finality of Decision.** The decision of the Construction Board of Appeals shall be the final administrative decision, and no provision of any ordinance of the County shall be interpreted as permitting a further administrative appeal to the County Board of Supervisors or any other county board or commission.

15.04.120 Utility connection.

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas permanently to any building or structure for which a permit is required by this chapter until such structure complies with all applicable ordinances and codes and has been approved by County Building Division final inspection as required under the California Building Code. This section shall not prohibit the erection and use of temporary power poles when approved by the Building Official; provided that such temporary electrical connections and facilities are removed prior to connection of permanent lines.

15.04.130 Early Connection of Utility Service.

Where no building is located on a lot or parcel, no permit shall be issued for a septic system or an accessory building prior to issuance of a permit for a main building to be located on the same lot or parcel without the consent of the Planning Division. All temporary electric power poles shall be installed per requirements found in Article 590 of the 2013 California Electrical Code. The purpose of this provision is to furnish the Planning Division with sufficient information concerning the uses, size, area of coverage, or location of any main building that will or may be constructed thereon, in relation to such septic system, accessory building, or temporary power pole.

- A. EXCEPTIONS:** Permits for temporary power poles to be used during time of construction may be issued prior to the main use being established, provided the following conditions have been met:
1. All required plans have been submitted.
 2. All plan check fees, building permit fees, and any special fees have been paid in full.
- B.** As used in this section, certain terms are defined as follows:
1. **“Accessory building”** means and includes any building or structure the use of which is customarily subordinate or incidental to that of a main building or a main use of a certain kind of lot or parcel, for example, a garage or storage building.
 2. **“Main building”** means and includes a building or structure which is customarily used to carry out the main use of a lot or parcel of a certain kind.
 3. **“Main use”** means and includes the principal or dominant use for which a lot or parcel of a certain kind is customarily used.
 4. **“Temporary power pole”** means and includes any pole placed for the conveyance of electrical energy for a limited period of time and is used in preparing for the main use of a certain kind of lot or parcel.
- C.** Permanent electrical service may be connected to a building or structure prior to Building Division final inspection and approval provided:
1. The applicant completes a temporary power agreement, on a form supplied by the Mono County Building Division stating that project is ninety percent complete and meets all requirements of the Building Division, and executes a disconnect order which authorizes the county to disconnect, under the applicants' liability and expense, in the event of unauthorized usage and/or failure to meet the executed schedule.
 2. The applicant completes a temporary power agreement and submits a cash bond in the amount of one thousand dollars, and executes a disconnect order which authorizes the county to disconnect. Under the

applicants' liability and expense the power will be disconnected and the bond forfeited in the event of unauthorized usage and/or failure to meet schedule.

15.04.140 Snow Loads.

All of Mono County shall be declared a snow area and this declaration pertains to all structures as defined in the 2013 California Building Code section 202. Mobile homes, modular homes, factory-built houses, and commercial coaches shall be subject to the specific design provisions of California Title 25 and under the jurisdiction of the California State agency of Housing and Community Development (HCD). The snow loads, and the conditions of their application, shall be revised from time to time based on minimum California Building Code requirements, site specific case studies, and updated information as determined by the Mono County Building Official.

A. "Structure" (as defined by the 2013 California Building Code section 202): That which is built or constructed.

MONO COUNTY SNOW LOAD DESIGN CRITERIA
2013 California Building Code

SNOW LOADS: Use Terrain Category D/Flat unobstructed areas ASCE 7-10 Table 7-2 $C_e = 0.9$ for high desert area roofs noted with *.
Use Terrain Category B/Partially Exposed ASCE 7-10 Table 7-2 $C_e = 1.0$ for all other roofs.
Use ASCE 7-10 Table 7-3 Thermal Factor $C_t = 1.1$ for all roofs.
Use ASCE 7-10 Table 1.5-2 Importance Factor $I_s = 1.0$ for all roofs.
Use Fig. 7-2b graph in ASCE 7-10 and "All Other Surfaces" curve for determination of C_s if roof meets criteria for slope reduction.

CLIMATE ZONE: 16

FROST DEPTH: 18" below exterior finished grade minimum

GROUND SNOW LOAD p_g PSF - ROOF SNOW LOAD p_r CONVERSION TABLE			
HIGH DESERT LOCATIONS	ELEVATION	GROUND SNOW LOAD p_g (psf)	FLAT ROOF SNOW LOAD $p_r = (.7)(0.9^* \text{ or } 1.0=C_e)(1.1=C_t)(1.0=L_s)p_g =$ (psf)
Chalfant Valley*	4,200 ft	55 psf	38 psf
Hammil Valley*	4,500 ft	55 psf	38 psf
Paradise*	5,000 ft	55 psf	38 psf
Topaz*	5,000 ft	55 psf	38 psf
Coleville*	5,100 ft	55 psf	38 psf
Benton*	5,400 ft	55 psf	38 psf
Walker*	5,400 ft	55 psf	38 psf
Bridgeport	6,470 ft	65 psf	50 psf
Mono City	6,899 ft	75 psf	58 psf
Long Valley (east of US 395)	7,000 ft	80 psf	62 psf
Tom's Place	7,000 ft	80 psf	62 psf
MOUNTAIN AREA LOCATIONS	ELEVATION	GROUND SNOW LOAD p_g (psf)	FLAT ROOF SNOW LOAD $p_r = (.7)(1.0=C_e)(1.1=C_t)(1.0=L_s)p_g =$ (psf)
Swall Meadows	6,400	100 psf	77 psf
Sonora Junction	6,500	155 psf	119 psf
Rancheria Estates	6,600	105 psf	81 psf
Pickel Meadow	6,800	155 psf	119 psf
Lee Vining	6,800	120 psf	92 psf
Long Valley (west of US 395)	7,000	125 psf	96 psf
Lundy Lake (lower)	7,000	150 psf	116 psf
Crowley Lake	7,000	125 psf	96 psf
Bald Mountain/Arcularius	7,100	150 psf	116 psf
Twin Lakes	7,200	140 psf	109 psf
Devil's Gate	7,400	155 psf	119 psf
Crestview	7,500	150 psf	116 psf
Swauger Creek	7,500	150 psf	116 psf
Convict Lake	7,580	155 psf	119 psf
June Lake	7,600	155 psf	119 psf
Lundy Lake (upper)	8,000	285 psf	220 psf
Virginia Lakes	9,600	285 psf	220 psf

15.04.150 Defensible Space and Fire Hazards Reduction.

Prior to the issuance of a Certificate of Occupancy or final approval, the Building Official shall require that, where applicable, the defensible space requirements and other fire hazard reduction requirements have been met pursuant to

Chapter 7A of the 2013 California Building Code, as that Code may be amended from time to time, have been met. These requirements include, but are not limited to, the following:

Properties shall be maintained in accordance with the defensible space requirements contained in Government Code section 51182 (unless exempted by Government Code section 51183 or 51184) and Public Resources Code section 4291, as applicable.

- A.** The existence or maintenance of any of the following conditions is prohibited:
1. Tree branches within ten feet of a chimney outlet or stovepipe outlet;
 2. Dead or dying tree branches adjacent to or overhanging a building;
 3. Leaves, needles, or other dead vegetative growth on the roof of any structure;
 4. Flammable vegetation or other combustible growth within thirty feet of an occupied dwelling or structure which prevents the creation of a firebreak.
 5. Brush, flammable vegetation, or combustible vegetation located between 30 and 100 feet of an occupied dwelling or structure which prevents the creation of a reduced fuel zone; or
 6. Brush or other flammable material within 10 feet of a propane tank.
- B.** For the purposes of this section, the following definitions shall apply:
1. **Firebreak** - shall mean an area of land within 30 feet of an occupied dwelling or structure or to the property line, whichever is closer, in which all flammable vegetation or other combustible growth has been removed. The creation of a firebreak shall not require the removal of single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to any dwelling or structure.
 2. **Reduced Fuel Zone** - shall mean an area between 30 and 100 feet of an occupied dwelling or occupied structure or to the property line, whichever is closer, in which all brush, flammable vegetation or combustible growth has been removed. The creation of a reduced fuel zone shall not require the removal of single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a dwelling or structure. Grass and other vegetation located more than 30 feet from the dwelling or structure and less than 18 inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion.
- C.** No person shall be required to maintain any clearing on any land if that person does not have the legal right to maintain the clearing, nor is any person required to enter upon or damage property that is owned by another person without the consent of that person.

15.04.160 Roof projections.

All flues, fireplace chimneys, or other projections through the roof shall be protected from damage by sliding snow or ice. This shall be accomplished by using guys, formed metal guards, saddles, or other methods approved by the Building Official.

15.04.170 Agricultural Storage Structures.

Agricultural structures for the storage of field-grown products only, with at least three sides completely open, may utilize slope reduction factors in ASEC 7-10 for "Unobstructed Slippery Surfaces" per 7-2B, as determined by the Building Official.

15.04.180 Manufactured Truss Submittal Requirements.

- A.** All manufactured trusses shall be designed by a California licensed civil or structural engineer.
1. Truss design submittals and calculations may be "Deferred Submittals" and shall be submitted prior to or at the time of roof sheathing inspection.
 2. If the truss design submittals and calculations are not submitted at this time, no further inspections will be conducted until this information has been provided for review and approval.

15.04.190 Environmental Air Ducts and Exhaust Ventilation.

Ducts used for domestic kitchen range shall terminate to the exterior, and be of metal and have a smooth interior surface. All bathrooms, water closets compartments, laundry rooms, and similar rooms shall be equipped with a mechanical exhaust ventilation system connected directly to the outside capable of providing a minimum ventilation rate of fifty cubic feet per minute for intermittent ventilation or twenty five cubic feet per minute for continuous ventilation specific to seasons of extreme cold and snow where exterior natural ventilation is not practical.

15.04.200 High-rise structure requirements.

Each building having floors used for human occupancy located more than fifty feet above the lowest level of fire department vehicle access shall comply with the standards set forth in Section 403 of Chapter 4 of the 2013 California Building Code and any similar requirements from time to time adopted by the California Building Standards Commission pertaining to high-rise buildings designed for human occupancy.

15.04.210 Penalties for Chapter 15.04 Violations.

- A. Unlawful Acts.** It shall be unlawful for any person, firm, vendors, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure, or

building service equipment or cause or permit the same to be done in violation of this code and the technical codes as amended and adopted by the County. The use or occupancy of any building in violation of any of the provisions of this code or the technical codes as adopted by the County is declared to be a public nuisance and may be abated in the manner provided by law and subject to enforcement pursuant to the provisions of Chapter 1.12 of the Mono County Code.

- B. Notice of violation.** The Building Official and his or her deputy inspectors shall be vested with the necessary powers and duties for the exclusive purpose of enforcing provisions of this Code. The Building Official and his or her deputy inspectors may issue warnings or citations for violations, serve a notice of violation or order on the person responsible for the erection, construction, alteration, expansion, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.
- C. Prosecution of violation.** If a notice of violation is not complied with as directed, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Further, any such violation may be subject to enforcement pursuant to the provisions of Chapter 1.12 of the Mono County Code.
- D. Violation penalties.** Any person who violates any of the provisions of this Chapter shall be subject to the penalties set forth in Section 1.04.060 and Chapter 1.12 of the Mono County Code.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 13, 2015

Departments: Finance

TIME REQUIRED 15 min (5 minute presentation; 10 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Gerald Frank

SUBJECT Mono County Property Assessed Clean Energy (PACE)

AGENDA DESCRIPTION:

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

Consider adding Figtree Financing as an approved PACE administrator.

RECOMMENDED ACTION:

1. Receive a presentation and review the request to add Figtree Financing as an approved PACE administrator; 2. Direct staff to agendize a Resolution, Associate Membership Agreement, and an Indemnification Agreement to add the California Enterprise Development Authority (CEDA), through Figtree Financing as an approved administrator of Mono County's PACE Program.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 760-932-5499 / gfrank@mono@ca@gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Figtree Action Plan](#)

History

Time	Who	Approval
1/7/2015 11:35 AM	County Administrative Office	Yes
1/5/2015 9:38 AM	County Counsel	Yes
12/29/2014 5:36 PM	Finance	Yes



December 23, 2014

To: Mono County Board of Supervisors

From: Mono County Energy Taskforce

Finance:	Leslie Chapman, Gerald Frank, Megan Mahaffey
County Administrator's Office:	Jim Leddy
Community Development:	Scott Burns, Tom Perry, Wendy Sugimura
Public Works:	Joe Blanchard, Tony Dublino, Vianey White

Re: Mono County Property Assessed Clean Energy (PACE)

Actions Requested:

1. Receive a presentation and review the request to add Figtree Financing as an approved PACE administrator;
2. Direct staff to agendize a Resolution, Associate Membership Agreement, and an Indemnification Agreement to add the California Enterprise Development Authority (CEDA), through Figtree Financing as an approved administrator of Mono County's PACE Program.

Background:

As part of a broader effort to reduce energy use and costs for the residents and businesses of Mono County the Board of Supervisors has implemented a Property Assessed Clean Energy (PACE) program. PACE programs across California allow residential and commercial property owners access to funding for energy efficiency and renewable energy upgrades.

On April 8th, 2014 the Board of Supervisors passed a resolution and entered into a Joint Powers Agreement with Western Riverside Council of Governments (WRCOG). This Agreement gives Mono County property owner's access to the Home Energy Renovation Opportunity (HERO) Program.

The Hero program is a turnkey program to save other California jurisdictions time and resources in developing a standalone program. HERO handles all aspects, from the administration to the marketing of the PACE program.

Discussion:

The Figtree Financing program is a turnkey program that handles all aspects, from administration to marketing of the PACE program. Staff is proposing the California Enterprise Development Authority (CEDA), through Figtree Financing, as an additional administrator for Mono County's PACE program. The inclusion of competing programs would provide greater options and potentially greater benefits to the property owners in the County.

Figtree is one of the leading private PACE financing companies operating in the United States today. 91 municipalities throughout California have already joined the Figtree program which is offered through its JPA partner the California Enterprise Development Authority (CEDA). Together Figtree and CEDA offer the program as a complete turn-key PACE solution without cost to the county. Furthermore, Figtree has agreed to provide indemnification to the County for its participation.

Figtree has been offering a commercial PACE program since October 2010 and is adding a residential program starting in February 2015. This would allow Figtree to offer all unincorporated Mono County property owners access to the PACE financing option.

In order for Mono County to participate in the Figtree Financing program it must adopt a resolution, and enter into an Associate Membership Agreement and an Indemnification Agreement, which authorizes the California Enterprise Development Authority (CEDA), through Figtree Energy Financing, to offer their program and levy assessments within the unincorporated portions of Mono County. This allows the Figtree Financing Program to be offered to the owners of property located within the unincorporated portion of the County who wish to participate in the program.

The recommended action is for the Board to direct staff to agendize a Resolution, Associate Membership Agreement, and an Indemnification Agreement to add the California Enterprise Development Authority (CEDA), through Figtree Financing as an approved administrator of Mono County's PACE Program.

Fiscal Impact of Requested Actions:

Staff time to develop the Resolution and to review the JPA sub agreement for the implementation of the Figtree Financing program.

Fiscal impact of PACE Program administered by Figtree Financing:

1. Approximately 10 hours of staff time per year to oversee program, place special assessments on tax roll and to distribute collected funds. Program oversight will be provided by the Department of Finance.



The Figtree PACE Program City and County Action Plan

November 2014

An Action Plan for Local Governments

This document provides an overview of how to implement the Figtree PACE program in your community.



Developing a successful Property Assessed Clean Energy (PACE) Program to deliver energy savings to property owners and to create jobs in your community requires time and resources. Figtree is one of the leading private PACE financing companies operating in the United States today. 86 municipalities throughout California have already partnered with us to help make renewable energy, energy efficiency, and water efficiency projects more affordable. Our program is a complete turn-key solution which will not cost your city or county anything, protects your city or county through an indemnification agreement, and has already financed renewable energy and energy efficiency retrofits for property owners across California.

By encouraging your property owners to use energy and water more efficiently, and by developing and supporting renewable energy to power buildings, your city or county can keep dollars in the local economy, create new green jobs, and improve community quality of life. Adopting the Figtree PACE program directly supports your communities climate action plan goals and by helping your residents secure a more sustainable future.

Our PACE program provides 100% upfront financing to residential and commercial property owners for a wide range of eligible property improvements. Repayment is made through a owner's property taxes with flexible repayment terms ranging from 5 to 20 years. PACE may also allow payments to be passed on to a new property owner if the property is sold before the PACE financing is paid in full.

The Figtree Program provides local governments the opportunity to implement an energy finance program without any formation costs, and is supported by the industry's best PACE professionals. Together with the California Association for Local Economic Development (CALED), through its affiliate the California Enterprise Development Authority (CEDA), Figtree delivers a comprehensive solution, that can invigorate your community with the infusion of financing for sustainable improvements. With this action plan, decide to make a difference, and discover how together we can build a better community by taking action today.

An Action Plan for Local Governments

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For immediate assistance in getting started please contact Figtree at:

Mr. Erik Caldwell
VP of Government Partnerships
Phone: (877) 577-7373
ecaldwell@figtreefinancing.com

Program Overview

Figtree's PACE program is focused on providing PACE financing solutions for both commercial and residential property owners. Our existing commercial PACE offering has established Figtree one of the leading private commercial PACE financing companies operating in California. We have completed several dozen projects, multiple bond offerings in the capital markets and operate with \$60 million of on-demand committed capital. This enables us to finance a wide variety of project sizes, ranging from \$5,000 to several million dollars on-demand, as soon as they are qualified. Figtree's residential PACE offering is being developed using the same framework as our successful commercial program.

Success Story: The Figtree PACE program is the first PACE Program to have financed energy retrofit projects across multiple cities and counties in California through the sale of municipal bonds. The Figtree PACE assessment bonds sold in December 2011, and financed a variety of energy efficiency and renewable energy projects in 4 different jurisdictions: The Cities of Fresno, Palm Springs, Clovis and Exeter.

Figtree's residential PACE program will launch in the first quarter of 2015 and will feature many of the same elements found in our commercial PACE program. The program will utilize the same legal structure and will be administered by the same professional financing team. In fact, Figtree's residential PACE program is already authorized in 86 California cities.

Cities and counties joining the Figtree program authorize CEDA to enroll both residential and commercial properties. Therefore, throughout the remainder of this document please note the information provided applies to both the residential and commercial PACE programs unless otherwise specifically noted.



Program Overview

The Figtree PACE Advantage for Local Government

Government Partnership Overview

“Through a private-public partnership with Figtree, private capital is used to supply the upfront funding for the work so there’s no financial impact to the city’s General Fund and no upfront costs to owners who choose to make these improvements.”
Jerry Sanders, Mayor City of San Diego (2012)



The Figtree PACE Program offers substantial economic, environmental, social and energy benefits to participating cities and counties. By offering energy and water efficiency financing through property based assessments, the benefits realized by local governments extends from energy savings to green jobs creation.

The Figtree PACE Program is offered by CEDA and Figtree as a non-exclusive, no cost, turn-key solution which enables cities and counties to offer PACE financing to its property owners. The program currently operates in 86 cities and counties in California. Our turn-key solution also eliminates risk to cities and counties as CEDA is the entity that contracts with property owners and capital providers, while Figtree fully indemnifies each participating municipality.

Easy to Join, No Cost Program

The legal framework and program development of the Figtree PACE program has already been proven. Cities and counties need to adopt a resolution authorizing CEDA to implement the Figtree PACE Program. If a city or county is not already a member of CEDA, joining CEDA is also easily done via a single resolution and there are no costs or financial obligations to join.

Statewide Judicial Validation

In 2012, the Figtree PACE Program has completed a statewide judicial validation. Judicial validation brings a comfort level to the legal counsel, underwriter and those involved in issuing Figtree’s PACE bonds while assuring attorneys in cities/counties across the state that Figtree is in compliance with all legally-binding protocols and notifications.

Success Story: The Figtree PACE program is the first PACE Program to earn state-wide judicial validation.

Program Overview

The Figtree PACE Advantage for Local Government (Continued)

No Liability / No Exclusivity

Your city/county is fully protected through complete indemnification provided by Figtree Financing. In addition, by adopting the Figtree PACE Program, your municipality is not required to sign an exclusivity agreement. This allows your city or county to make other PACE Programs available in the future.

Job Creation

The benefit of the Figtree PACE Program is that local jobs are created. From local contractors to the building inspectors, new jobs are being created to meet the needs for energy efficient retrofit work. Energy retrofit projects create much needed jobs in local communities. A study by Johnson Controls estimates that approximately 20 new jobs are created for each \$1M invested into energy retrofit work.¹

Greenhouse Gas Emissions (GHG) Reduction

Cities and counties have instituted GHG reduction goals and Climate Action Plans either by state mandate or through local ordinance in order to do their part to help the environment. By offering the Figtree PACE Program to your property owners, energy retrofits can become a reality that will substantially reduce CO2 emissions.

Accessible Financing

Figtree PACE financing is available based on the value of the property. This allows for PACE financing to be available to all property owners regardless of income level or the community they live in so long as they are in good financial standing with their property taxes and mortgage.

Funding Provided by CEDA

Project funding is through taxable bonds, notes or other forms of indebtedness issued by the California Enterprise Development Authority (CEDA). A city/county will not be impacted or liable for any of the funding, but will benefit from the improvements in their communities.

1 - Johnson Controls White Paper: An Awakening in Energy Efficiency: Financing Private Sector Building Retrofits, Based on construction industry economic multipliers generated by the Regional Input-Output Modeling system (RIMS) from the Bureau of Economic Analysis, a bureau of the U.S. Department of Commerce.

Program Overview

The Figtree PACE Advantage for Property Owners

In light of the recent turmoil faced by financial institutions, financing options have become scarce for many property owners looking to make needed retrofits on their properties. Figtree PACE makes qualifying energy and water retrofits accessible and simple for property owners to realize.

No Money Down

The Figtree PACE Program offers property owners the opportunity to finance all costs associated with the financing including any audit and application fees paid. Since PACE financing requires no money down many improvements and upgrades are cash flow positive from day one. This enables property owners to immediately start saving on their energy bills and put more money into their pockets. See figure 1.

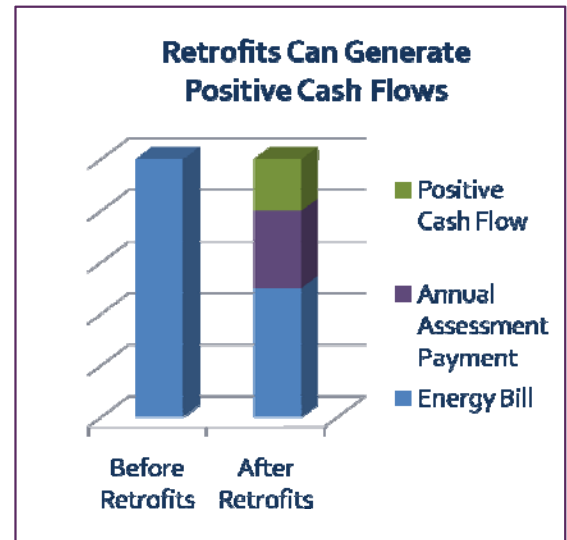


Figure 1. Positive Cash Flow

Fixed Financing Rate

The property owner locks in their interest rate for the entire life of their financing. While their energy rates may continue to rise, property owners benefit from a fixed repayment schedule that doesn't increase over time. Figtree interest rates are market dependent.

Residential Properties

Rates are currently projected to be between 5.50% to 7.50% with financing up to 10% of total property value.

Commercial Properties

Rates are currently 4.63% to 6.65% and maximum financing is up to 10% of total property value. Alternative rates are available for projects in excess of 10% of property value and projects in excess of a million dollars.

Long Term Financing, Up to 20 Years

The term of the financing will match the useful life of the property improvements. For solar, roofing, and HVAC systems the assessment term can be up to 15 or 20 years. For improvements with a shorter useful life, like lighting, the loan term will match. Most projects include a variety of improvements; in those cases Figtree will use a weighted average life to calculate the term length.

Program Overview

The Figtree PACE Advantage for Property Owners (cont.)

Own the System and Keep Rebates and Tax Incentives

With PACE financing the property owner owns the equipment and systems allowing them to claim all tax benefits and rebates. In contrast to other financing mechanisms, like leases and power purchase agreements (PPA), where the lessor claims all rebates and incentives.

Projects Can Generate Savings Immediately

Long term financing enables smaller annual payments. As a result most energy efficiency or renewable energy projects get better cash flow and net operating income. These smaller payments are often offset by rebates, incentives, and energy savings creating cash flow positive projects from day one.

Transfer the Lien Upon Sale

A PACE assessment lien is tied to the property, not the individual owner. As a result, it is possible to transfer the lien to the next owner. The next owner then assumes the cost of the improvements while they are receiving the benefit.

Compare Figtree PACE	Figtree PACE	Traditional Bank Loan	Solar Power Purchase Agreement (PPA)	Lease
Application Process				
Business credit review required	No	Yes	Yes	Yes
Three year financials, tax returns, and history required	No	Yes	Yes	Yes
Down payment is required	No	Yes	Potentially	Potentially
Financial Benefits				
You keep and receive financial benefits from rebates and tax incentives	Yes	Yes	No	No
You permanently add financial value and environmental benefits to your property	Yes	Yes	No	No
Fixed interest, long term ownership financing	Yes	No	No	No
General Considerations				
You can purchase many different energy upgrades like cool roofing and solar panels with one financing	Yes	Yes	No	No
You make your payment on the annual property tax bill rather than each month	Yes	No	No	No
If the property is sold, the financed amount is transitioned to the next owner	Yes	No	Negotiated	Negotiated

Figtree PACE Program

Figtree works with regional and national financial institutions to continually find the lowest cost of financing for participating property owners. The Figtree PACE Program is currently financed through the sale of bonds issued by CEDA. The bond proceeds are payable to:

Approved Contractors — as reimbursement for installation of equipment and improvements approved under the Figtree PACE Program.

Approved Property Owners — as reimbursement for approved out-of-pocket expenses.

The bonds are not a debt of the city/county, the State of California, or any of its political subdivisions (other than CEDA). Member agencies are not liable for payment. The bonds are special obligations of CEDA payable exclusively from the revenues (secured by assessment liens on voluntarily participating properties), and amounts held in certain funds and accounts created pursuant to the Indenture.

Online Application Process

Property owners submit an application directly to Figtree for financing. Figtree evaluates the application and takes the necessary measures to ensure sound financing practices. Once a financeable amount has been approved, property owners may begin to take competitive bids from Figtree PACE registered contractors. When a bid has been selected by the property owner, Figtree works with the property owner to verify that all proposed retrofits are approved efficiency measures eligible for financing. As for billing, Figtree handles all contractor reimbursements and coordinates with the appropriate county tax collector to collect assessment repayments. The property owner repays the assessment as a line item on their property tax bill.

6 STEPS to a More Valuable Property

Figtree OnDemandPACE™ means capital is waiting for you. As soon as the first 4 steps are completed below, we can fund and you can begin your project. It's that easy to start saving on your utility bill and enjoying an improved property.



CHECK
ELIGIBILITY



COMPLETE
APPLICATION



FINALIZE
PROJECT SCOPE



GET LENDER
ACKNOWLEDGEMENT



CLOSE
THE FINANCING



COMPLETE
THE PROJECT



Eligible Properties

All commercial property types are eligible including office, industrial, retail, hotel, and multi-family. Up to 20% of the property value can be financed with a minimum project size of \$5,000.

Eligible Projects

Most energy efficiency, renewable energy, and water conservation projects are eligible: solar, HVAC, boilers & chillers, lighting, building controls, windows, cool roofing, water-efficient plumbing, and more.

Participating Areas

Property must be located in a participating area. Please visit our website for the latest list of cities and counties that have made the Figtree OnDemandPACE™ Program available to their property owners.

State, County, and City Supported

California state law AB-811 created PACE financing. With this legislation in place cities and counties, then choose to adopt the Figtree OnDemandPACE™ Program. Everywhere Figtree OnDemandPACE™ is available, has been reviewed and approved by local government.

Figtree PACE Program

Eligibility Criteria for Figtree Financing

Property owners who meet the following minimum criteria are eligible for financing through the Figtree PACE program:



Residential Properties

- The amount of financing requested shall not exceed 10% of the value of the property.
- All existing private debt recorded against the property does not exceed 85% of the value of the property.
- There are no involuntary liens, defaults or judgments on the property in excess of \$1,000.
- Property owner has not declared bankruptcy in the past seven years.
- Property owner has remained current on their property tax and mortgage payments for the past three (3) years or since owning the Property, if less than 3 years.
- The Property title is not subject to power of attorney, easements, or subordination agreements restricting our authority to subject the Property to a PACE lien.

Commercial Properties

- Property owner is current on property taxes for the property.
- Property owner is current on private property debt and has not been delinquent in the past three years.
- Property owner has not declared bankruptcy in the past five years
- Property is not listed as an asset in bankruptcy.
- The lien-to-value ratio (excluding assessed financing amount) does not exceed one hundred percent (i.e. no negative equity).
- Property is developed and located within the jurisdiction of a Participating Agency.



Figtree PACE Program

Contractors and Program Marketing

Contractors and Training

All contractors are eligible to participate in the Figtree PACE Program. The majority of our existing contractors are local businesses that provide services regionally or throughout California. We require contractors to have 3 years of experience (or provide 3 customer references), be a licensed contractor with the State, and maintain \$1 million in general liability insurance and workers compensation insurance in order to participate in the PACE program.

As a Figtree Registered Contractor in our program contractors receive a comprehensive 1 hour one-on-one training session to review how to utilize PACE successfully, how it can help grow their business, and to answer any questions they have on the program. During this training we share best practices on rebates, incentives, and how to maximize the financial value for property owners with energy efficiency upgrades.

In addition, our program approaches property owners directly to educate them on the availability of PACE financing. If a contractor engages a property owner we are available to support them as they request to facilitate the financing of the project. This includes phone calls, Q&A, and face to face meetings.

As part of our Registered Contractors Program, Figtree performs financial modeling of projects. We create proposals that contractors can utilize to communicate the long term value of implementing energy efficiency and renewable energy measures to property owners. This helps translate the benefits to financially savvy senior decision makers. This program is in addition to our marketing materials, webinars, and on demand trainings available online.

Marketing Efforts

Truly effective marketing is one of the most challenging aspect of successfully implementing a PACE program. Understanding the channels of commerce that drive volume and executing a pro-active marketing plan is essential to achieving success. Figtree has crafted marketing strategies to overcome challenges concerning the adoption of PACE financing among property owners and contractors. These marketing strategies have rapidly expanded our growth in 2014 and have set the program up for future success.

Direct Outreach to Property Owners

Property owners need to be reached directly. They are looking for alternative financing options that allow them to update their homes and buildings. Key messages include savings on energy efficiency, increased net operating income and property value, and the availability of incentives to engage property owners.

Figtree PACE Program

Elements Specific to Commercial PACE

Figtree's commercial and residential programs are both built on the same proven platform. However the commercial program has a few key differences from our residential program offering:

Requires Lender Acknowledgement

One key factor for a commercial property owner to qualify for PACE financing is lender acknowledgement. Since most commercial mortgages have a "Due on Encumbrance" clause that would give the mortgage holder the right to call the loan due if additional debt is placed on the property without prior acknowledgement, the mortgage lien holder is required to provide written acknowledgement before PACE financing is provided by Figtree. Figtree coordinates the process and reaches out to the mortgage lender directly to obtain the required acknowledgement on behalf of the property owner.

Success Story: Figtree successfully negotiated lender acknowledgements from regional banks like Premier Valley Bank and WestAmerica Bank as well as national banks like Wells Fargo and US Bank.



Free Up Capital Budgets and Preserve Credit

Utilizing PACE financing preserves capital expenditure or maintenance budgets for other projects. In addition, off balance sheet PACE financing does not inhibit the property owner's credit, preserving their borrowing capacity for future needs or working capital.

Pass Through Costs to Tenants with Triple Net Lease

PACE assessment liens are administered through a property's tax bill. Triple net leases allow for an allocated portion of the property taxes to be paid in the lease. Since the PACE assessment is on the property tax bill the tenant can share in the cost of the upgrades. Passing the costs through to the tenant solves the split incentive issue commonly found with leased spaces. The tenant is now paying for the benefits they receive in better facilities and the energy savings.

Assessment District Financing Structure

Legal Authority for PACE

Assembly Bill 811, signed into law in 2009, amended existing California law which already allowed for contractual assessment financing for public improvements. The law specifically allows cities and counties to establish PACE programs to finance privately owned renewable energy, energy efficiency, and water conservation measures. Additionally, the law requires improvements financed using PACE to be permanently fixed to real property. California law also enables municipalities to authorize more than one PACE provider.

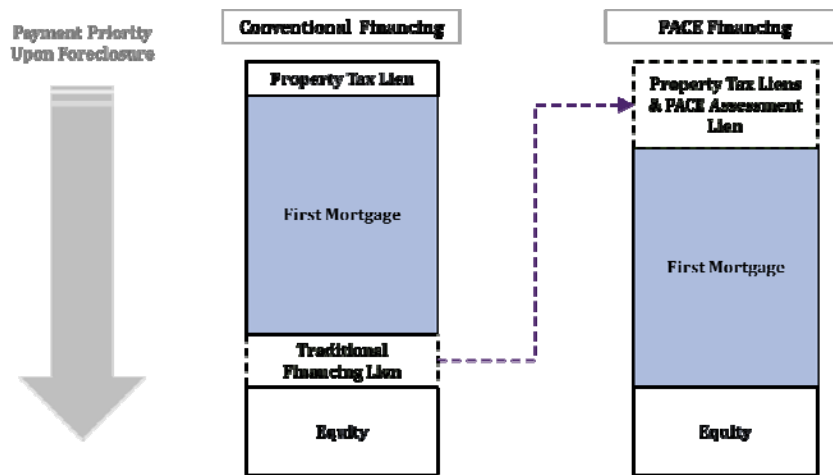


Figure 2. PACE Lien Priority

Assessment Districts are Well Established in Law

Municipal assessment financing has been around for over 100 years and many property owners around the country will find assessment line items on their property tax bill for improvements to sewer systems, sidewalks, street lighting and many other purposes. In fact, coordinating between tax assessors and bond trustees to ensure proper billing and remittance for all the various assessment districts in existence has evolved into a specialized business expertise known as assessment district administration. Figtree has incorporated this expertise into its PACE program in California by partnering with Willdan Financial Services (Willdan). Willdan is the leading assessment district administrator nationwide.

The role this Willdan plays in Figtree's PACE Program is in many ways akin to a loan servicer in more traditional financing products. Although there are many different taxing jurisdictions participating Figtree's program and therefore many different tax assessor's offices, there is only one entity coordinating remittances and interfacing with the bond trustee for the benefit of our capital partners.

Assessment District Financing Structure

The Figtree / CEDA Relationship

Perhaps the most important relationship in Figtree's California program is with the California Enterprise Development Authority. CEDA is a statewide Joint Powers Authority (JPA) created under California statute as a governmental membership organization with a controlling board distinct from any of its members. In this context, CEDA is the legal entity at the center of the Figtree PACE program. As such, CEDA is responsible for:

- Entering into Associate Membership Agreements with municipalities that wish to join the Figtree PACE Program;
- Executing Contractual Assessment Agreements with property owner specifying the assessment terms;
- Placing PACE assessment liens on properties and enforcing assessment collection remedies; and
- Issuing bonds secured by PACE assessment liens.

Figtree is the administrator of the program under a Program Administration Agreement executed with CEDA, and not individual municipalities. This eliminates the need for a lengthy procurement process. Under this agreement, Figtree is responsible for:

- Developing the legal infrastructure;
- Developing and maintaining the program report;
- Arranging for financing capital;
- Promoting expansion and municipal adoption of the program;
- Marketing the program in the marketplace as the Figtree PACE Program; and
- Originating PACE assessments in compliance with statute and programmatic underwriting guidelines.

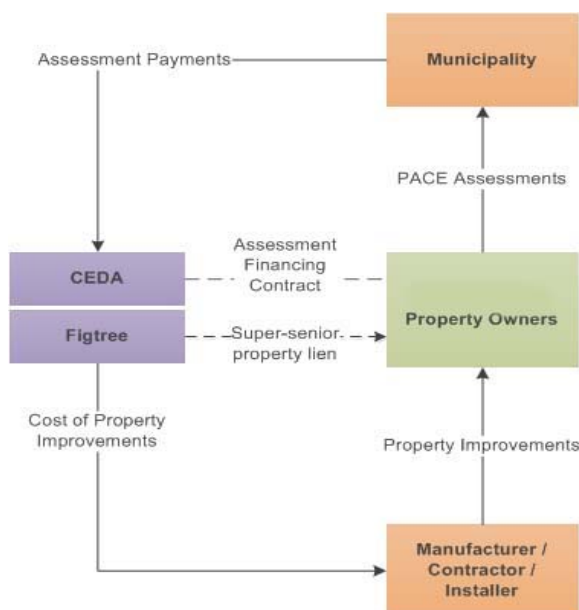


Figure 3. Figtree PACE Financing Cycle

The relationship between Figtree and CEDA is a partnership based on shared objectives around providing a cost effective successful PACE financing product to commercial property owners within CEDA's membership jurisdictions. Both Figtree and CEDA are compensated for their roles from upfront and ongoing fees funded by the participating property owners as established in each Contractual Assessment Agreement.

The Figtree Professional Team

Figtree has assembled a strong professional team of strategic partners within our program. Our current strategic partners are as follows:



Program Administrator and Originator: Figtree Company, Inc. program finance and administration.



Statewide Governmental Conduit: California Enterprise Development Authority (CEDA) is a California Joint Powers Authority established by the California Association for Local Economic Development (CALED). Figtree and CEDA have established an exclusive partnership to offer the Figtree PACE Program to municipalities across California.



Deutsche Bank

Bond Trustee: Deutsche Bank's Trust & Securities Services unit has nearly 2 trillion of assets under custody and is one of the world's largest and most experienced providers of administrative services for capital market instruments and other types of financing. It provides custody, clearing and related services in more than 30 markets.



Asset Servicer: Willdan Financial Services (Willdan), a subsidiary of publicly traded Willdan Group, Inc. (NASDAQ: WLDN), has a proven, specialized assessment administration practice that has been forming and administering assessment districts for over 20 years.



Issuer Counsel & Bond Counsel: Kutak Rock LLP is a national law firm of more than 500 lawyers with offices from coast to coast. The firm has represented hundreds of state and local governmental units and a substantial number of Fortune 500 corporations.



Securitization Counsel: Kramer Levin Naftalis & Frankel, LLP is a global law firm with an unqualified expertise in the process of securitization. The lawyers of their Securitization group have been, and continue to be, leading innovators in this constantly evolving discipline.



Corporate Counsel: Stradling Yocca Carlson & Rauth, P.C.



Structuring Advisor and Placement Agent: KGS-Alpha Capital Markets, L.P.



What if I already have a PACE program?

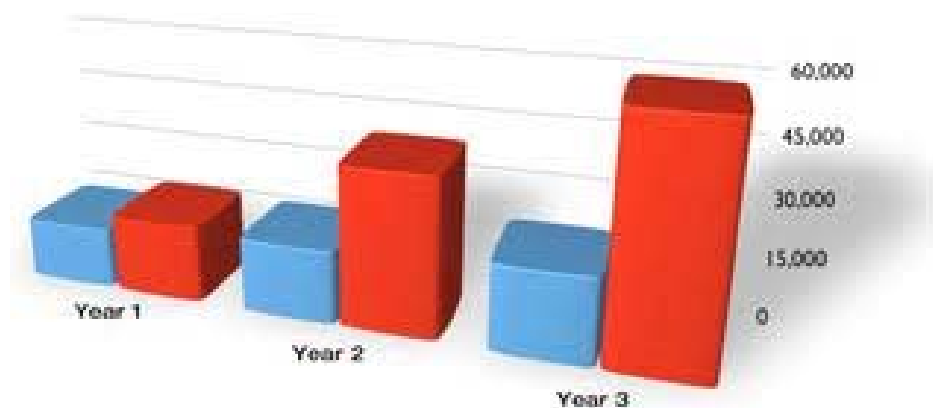
Benefits of a Non-Exclusive Arrangement

Property owners are best served when municipalities allow for multiple PACE programs to operate. A growing number of private companies are implementing privately-funded PACE programs on a significant scale. While the core service provided by each of these companies may appear to be similar, each has a different approach that may make their business model more or less beneficial to different property owners. Additionally, the interest rates offered by these companies will vary over time, no different than identifying who provides the lowest interest rates on mortgages, auto loans, or any other loan.

Municipal governments rarely insert themselves into the process of determining which private companies are allowed to offer services within their communities; they allow the supply and demand of the marketplace determine which companies offer the best services to meet the needs of their residents. This same principle should apply to PACE financing as well.

A non-exclusive open PACE marketplace ensures that PACE program benefits and services will be robust and lasting. Competition is good for business. It improves the product, program, and experience for property owners by encouraging companies to provide what they believe to be the best possible product, including quality customer service.

In California, establishing a non-exclusive marketplace has become a best practice among municipalities. They are still taking the time to ensure programs are appropriately vetted and that they meet their requirements. But their risk assessment process is now less arduous, because providing an open marketplace is more straightforward than comparing the pros and cons of individual programs, especially since a winning solution can change based on the consumers need.



Adopting Figtree PACE

Adopting the Figtree PACE Program is easy. CEDA will perform the assessment district proceedings required on behalf of your city or county. This includes passing the Resolution of Intention and Holding the Public Hearing. All your public agency needs to do is pass a resolution authorizing CEDA to perform the assessment district proceedings on behalf of your public agency. If your city or county is not already a member of CEDA, then an additional resolution joining CEDA would also be adopted.

As the program administrator, Figtree will provide you the resolutions needed as well as a sample staff report that can be used.

Assessment District Formation Timeline

Since there are many Cities and Counties that CEDA will be performing the assessment district proceedings for, it is necessary for your public agency to notify Figtree as soon as possible of your interest to participate. See Figure 3 for the assessment district formation schedule sample.

	ACTION	DETAIL
Date TBD	Adopt Resolution Authorizing CEDA	Your city/county adopts a Resolution Authorizing CEDA to perform Assessment Proceedings on your city/county's behalf.
Date TBD	Utility Notices	Figtree mails out utility notices to Utility Providers per Streets & Highways Code Section 5898.24(b), 60 days prior to CEDA Public Hearing
Date TBD	Resolution of Intention	CEDA initiates assessment proceeds and Adopts the Resolution of Intention.
Date TBD	Publication	CEDA publishes Notice of Public Hearing per Streets & Highways Code Section 5898.24(a) at least 20 days before hearing.
Date TBD	Public Hearing	CEDA holds Public Hearing and Figtree PACE Program goes live in participating public agencies.

Figure 3. Assessment District Formation Schedule Sample

Please visit our website [Government Section / Agreements & Resolutions](#) for additional detail and resolutions. You can also call Erik Caldwell, Director of Government Partnerships at (877) 577-7373 to learn more about how to get started.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 13, 2015

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**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): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy. 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), and Mono County Sheriff Department's Management Association (SO Mgmt).
Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

1/7/2015 11:35 AM	County Administrative Office	Yes
1/5/2015 9:30 AM	County Counsel	Yes
12/9/2014 4:05 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 13, 2015

TIME REQUIRED

SUBJECT

Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Undersheriff.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
1/7/2015 11:33 AM	County Administrative Office	Yes
1/5/2015 9:41 AM	County Counsel	Yes
1/7/2015 2:24 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 13, 2015

TIME REQUIRED

SUBJECT

Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: DA Investigator.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
1/8/2015 8:44 AM	County Administrative Office	Yes
1/8/2015 8:44 AM	County Counsel	Yes
1/8/2015 8:44 AM	Finance	Yes