



# 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 August 13, 2019

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#### 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 Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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). 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 <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

#### 1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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. RECOGNITIONS**

**A. Recognition of Mono County EMS and Antelope Valley Fire District Personnel for a Cardiac Arrest Response on 6/9/2019**

Departments: EMS

5 minutes

(Chris Mokracek) - On June 9, 2019 Mono County EMS - Medic 1 and Antelope Valley Fire District (AVFD) personnel responded to a individual experiencing chest pain. During the course of treatment the individual went into cardiac arrest. CPR and advanced life support measures were initiated. The patient was successfully revived at the scene and transported via Care Flight to Reno for definitive care. The patient has subsequently made a full recovery. We recognize the EMS crew and AVFD personnel for working as a team to successfully save a life.

**Recommended Action:** None.

**Fiscal Impact:** None.

**B. Proclamation Recognizing the Honorable Nixon Edward "Eddie" Denton**

Departments: Board of Supervisors

A Proclamation of the Mono County Board of Supervisors honoring the life and work of the Honorable Nixon Edward "Eddie" Denton.

**Recommended Action:** Read and approve the Proclamation of the Mono County Board of Supervisors honoring the life and work of the Honorable Nixon Edward "Eddie" Denton.

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

**5. CONSENT AGENDA**

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

**A. Resolution to Identify Roughly Graded Roads for the ATV Jamboree and Sierra Safari**

Departments: Public Works

Proposed Resolution of the Mono County Board of Supervisors identifying certain unpaved county roads that are roughly graded roads, in support of the ATV Jamboree and the Sierra Safari special events.

**Recommended Action:** Adopt proposed Resolution R19-\_\_\_, A Resolution of the Mono County Board of Supervisors Identifying Certain Unpaved County Roads that are Roughly Graded Roads within the Meaning of Vehicle Code Section 38001.

**Fiscal Impact:** None.

**B. Ordinance Amending Mono County Code Chapter 2.84 "County Administrator"**

Departments: County Counsel

Proposed ordinance amending Mono County Code Chapter 2.84, "County Administrator" to update language and reorganize to reflect the current organization of the County Administrative Office and responsibilities of the County Administrative Officer.

**Recommended Action:** Adopt proposed ordinance ORD 19-\_\_\_, Amending Mono County Code Chapter 2.84, "County Administrator" to update language and reorganize to reflect the current organization of the County Administrative Office and responsibilities of the County Administrative Officer.

**Fiscal Impact:** None.

**6. CORRESPONDENCE RECEIVED**

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

**A. Agricultural Commissioner's Office Department Update August 2019**

August 2019 Department Update from the Inyo and Mono Counties Agricultural Commissioner's Office.

**B. Board of Supervisors Update April - June 2019**

Board of Supervisors newsletter/update for April - June 2019.

**C. Wildlife Conservation Board Letter**

A letter from the State of California Wildlife Conservation Board advising that the California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB) is considering the allocation of a grant to the Wilderness Land Trust to assist in acquisition of approximately 960 acres in Mono County (Assessor Parcel Nos. 011-140-001, 011-240-001, and 011-240-003), to be proposed August 28, 2019.

**7. REGULAR AGENDA - MORNING**

**A. Inyo National Forest Springs Fire Update**

Departments: Board of Supervisors

10 minutes

(Gordon Martin, Mammoth - Mono Basin District Ranger) - An update from Inyo National Forest staff regarding the Springs Fire, 13 miles South East of Lee Vining, CA.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**B. Ambulance Billing Workshop**

Departments: EMS

30 minutes

(Chris Mokracek, Penny Galvin) - Presentation by Chris Mokracek & Penny Galvin regarding ambulance billing and revenue recovery.

**Recommended Action:** None (informational only). Provide any desired direction to staff.

**Fiscal Impact:** None at this time.

**C. Proposed Annual Ambulance Services Subscription Program for Mono County Emergency Medical Services**

Departments: Paramedics

20 minutes

(Chris Mokracek) - The Mono County Emergency Medical Services (MCEMS) Ambulance Subscription program is a voluntary ground ambulance services subscription program operated by MCEMS, available only to Mono County residents at a cost of \$65 per year.

**Recommended Action:** Adopt proposed resolution R19-\_\_\_\_\_, authorizing Mono County Emergency Medical Services to offer an annual ambulance services subscription program to Mono County residents. Provide any desired direction to staff.

**Fiscal Impact:** The new program is anticipated to generate annual revenues of between \$35,000 to \$50,000.

**D. Public Hearing on Proposed Fees for Emergency Medical Services - Mono County Residents and Non-Residents**

Departments: Emergency Medical Services

15 Minutes

(Chris Mokracek) - Public hearing to set new fee rates for emergency medical services provided by Mono County Paramedics, including setting different fee rates for residents and non-residents of Mono County.

**Recommended Action:** Conduct public hearing. Consider and potentially approve Resolution #19-\_\_, Adopting fee schedule for Emergency Medical Services for Mono County residents and non-residents. Provide any desired direction to staff.

**Fiscal Impact:** Increased revenue to Mono County EMS program of an unknown amount. New fees would take effect August 14, 2019.

**E. Emergency and Public Services in Eastern Madera County**

Departments: CAO

30 minutes

(Kevin Carunchio) - Identify and effect any modifications to the current MOU with Madera County from 1994.

**Recommended Action:** Consider Madera County Board of Supervisors' letter dated May 31, 2019, regarding emergency and public services provided in eastern Madera County and provide direction to staff, including authorizing the County Administrator and County Counsel to work with counterparts in Madera County and the Town of Mammoth Lakes to identify and propose immediate amendments which could be made to the 1994 Memorandum of Understanding Among Madera County, Mono County and the Town of Mammoth Lakes Regarding Law Enforcement Duties For Areas of Madera County East of The Sierra Crest for consideration and approval by your Board and the other parties' governing bodies at a date in the relatively near future and which would remain in effect until a revised, comprehensive and updated MOU is approved.

**Fiscal Impact:** None.

**F. Mental Health Mobile Crisis Response Team**

Departments: Sheriff / Behavioral Health / EMS

1 hour

(Sheriff Ingrid Braun / Behavioral Health Director Robin Roberts / EMS Director Chris Mokracek) - Presentation by Sheriff Ingrid Braun, Behavioral Health Director Robin Roberts and EMS Director Chris Mokracek regarding establishing a Mental Health Mobile Crisis Response Team.

**Recommended Action:** None (informational only). Provide any desired direction to staff.

**Fiscal Impact:** None.

**8. 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.)

**9. CLOSED SESSION**

**A. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. 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 - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 40 Willow Ave, Unit 5, June Lake, CA (Assessor's Parcel Number 016-195-005-000). Agency negotiator: Kathy Peterson. Negotiating parties: Larry Emerson for IMACA. Under negotiation: Price and terms of sale.

**C. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Cox v. Padilla, Sacramento Superior Court Case No.34-2019-80003090.*

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.**

**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. REGULAR AGENDA - AFTERNOON**

**A. General Plan Amendment 19-02, Including the 2019-2027 Housing Element**

Departments: Community Development

PUBLIC HEARING - 1PM (1.5 hours)

(Bentley Regher) - Public hearing regarding proposed General Plan Amendment (GPA 19-02) to adopt the Mono County Housing Element for 2019-2027, add emergency homeless shelters as a permitted use to the Public Facilities (PF) Land Use Designation (LUD), and add supportive/transitional housing as a permitted use

to the Agriculture (AG) LUD.

**Recommended Action:** 1. Conduct a public hearing on GPA 19-02 and the associated Addendum to the General Plan Environmental Impact Report, receive any additional public comments, deliberate the project, and make any desired modifications. 2. Consider and potentially approve Resolution 19-\_\_ making the required findings, certifying the Addendum, and adopting General Plan Amendment 19-02. 3. Provide any additional direction to staff.

**Fiscal Impact:** No impact at this time.

**B. Regional Dispatch**

Departments: IT, Sheriff

40 minutes (20 minute presentation; 20 minute discussion)

(Nate Greenberg; Ingrid Braun) - This item will provide an overview of current Mono County dispatch operations and challenges followed by a discussion around potential opportunities to develop a consolidated regional dispatch solution. The item requests Board approval to move forward with a feasibility study and allocate \$25,000 toward that effort.

**Recommended Action:** 1. Authorize County staff (Sheriff Braun and IT Director Greenberg) to continue regional dispatch conversation; 2. Authorize County staff to establish a Regional Dispatch Task Force; 3. Allocate \$25,000 from Mono County General Fund Contingencies to produce a Feasibility Study and Implementation Plan for regional dispatch (4/5 vote required).

**Fiscal Impact:** \$25,000 to be taken from General Fund (GF) Contingencies. Amount of GF Contingencies remaining after this action is \$374,549.

**C. Mono City Roads and Benton Crossing Road (Phase 1) Maintenance Project**

Departments: Public Works

15 minutes (10 minutes presentation, 5 minutes discussion)

(Chad Senior) - This project will maintain roads in Mono City and a portion of Benton Crossing Road starting at the Green Church at Highway 395 and extending approximately five miles (past the landfill).

**Recommended Action:** Identify VSS International, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project ("Project"); 2) approve and authorize Public Works Director to execute a contract with VSS International, Inc. for the Project in an amount not to exceed \$917,000 (Base Bid A and Base Bid B); 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$58,350 per change

order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

**Fiscal Impact:** This project is funded with \$81,000 of Regional Surface Transportation Program (RSTP) funds and the remainder from SB1 Road Maintenance and Rehabilitation Account (RMRA) funds.

**D. Construction and Transfer Agreement with Mammoth Community Water District (MCWD) for Civic Center Water and Sewer Infrastructure**

Departments: Public Works

10 minutes

(Garrett Higerd, Engineer) - Water and sewer infrastructure is needed within Tavern Road and Thompsons Way to serve the Mono County Civic Center.

**Recommended Action:** Approve and authorize Board Chair to execute MCWD Construction and Transfer Agreement for water and sewer infrastructure needed for the Mono County Civic Center.

**Fiscal Impact:** MCWD fees for this work are \$6,221 and the cost of construction is approximately \$476,010. Approximately \$75,000 in additional MCWD fees will be required prior to connecting to MCWD water and sewer under a separate Connection Permit. All amounts were included in the FY 2019-20 adopted budget for the Civic Center.

**12. BOARD MEMBER REPORTS**

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

**ADJOURN**





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**Departments: EMS**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Chris Mokracek

**SUBJECT** Recognition of Mono County EMS and Antelope Valley Fire District Personnel for a Cardiac Arrest Response on 6/9/2019

**AGENDA DESCRIPTION:**

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

On June 9, 2019 Mono County EMS - Medic 1 and Antelope Valley Fire District (AVFD) personnel responded to a individual experiencing chest pain. During the course of treatment the individual went into cardiac arrest. CPR and advanced life support measures were initiated. The patient was successfully revived at the scene and transported via Care Flight to Reno for definitive care. The patient has subsequently made a full recovery. We recognize the EMS crew and AVFD personnel for working as a team to successfully save a life.

**RECOMMENDED ACTION:**

None.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** (760) 924-4632 / cmokracek@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time

Who

Approval

8/8/2019 4:07 PM	County Administrative Office	Yes
8/7/2019 12:02 PM	County Counsel	Yes
8/5/2019 4:45 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**Departments: Board of Supervisors**

**TIME REQUIRED**

**SUBJECT** Proclamation Recognizing the  
Honorable Nixon Edward "Eddie"  
Denton

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A Proclamation of the Mono County Board of Supervisors honoring the life and work of the Honorable Nixon Edward "Eddie" Denton.

**RECOMMENDED ACTION:**

Read and approve the Proclamation of the Mono County Board of Supervisors honoring the life and work of the Honorable Nixon Edward "Eddie" Denton.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">Proclamation</a>

**History**

Time	Who	Approval
8/8/2019 4:09 PM	County Administrative Office	Yes
8/7/2019 11:56 AM	County Counsel	Yes

8/8/2019 7:48 AM

Finance

Yes



**MONO COUNTY BOARD OF SUPERVISORS PROCLAMATION  
HONORING THE LIFE AND WORK OF  
JUDGE NIXON EDWARD DENTON**

**WHEREAS**, Nixon Edward Denton, (“Edward” or “Eddie”) was born in 1926 and spent his childhood in Randsburg and then in Trona, California; and

**WHEREAS**, Eddie received his bachelor’s degree from the University of Nevada Reno in 1948 and his Juris Doctor (JD) degree from the University of San Francisco School of Law in 1952; and

**WHEREAS**, he married his sweetheart Grace Patricia (“Pat”) Crocker on August 12, 1950, was the proud father of three amazing daughters Kathleen (“Kathy”) Abizaid, Maureen Pollock and Aileen Denton, and the proud grandfather and great-grandfather of eight more; and

**WHEREAS**, for thirty years (from 1954 through 1985) Eddie served as both the District Attorney and County Counsel for Mono County. He was appointed Superior Court Judge in 1985, and served until his retirement in 1998; and

**WHEREAS**, Judge Denton was known for his kind manner, fairness and the humor he exhibited every day in the management of his courtroom and in his comments and rulings; and

**WHEREAS**, with respect to disputes he was called upon to judge, Judge Denton possessed the innate ability to find the most equitable, fair and just resolutions in manner that assured litigants of due process, the cornerstone of our legal system; and

**WHEREAS**, it is rare to find a person who exemplifies the best of both personal and professional attributes, but Edward Denton was such a person;

**NOW, THEREFORE**, the Board of Supervisors honors the outstanding life and work of Nixon Edward Denton. He was a man of principle, kindness and quiet leadership. His life and legacy to the people of Mono County will long be remembered.

**APPROVED AND ADOPTED** this 13<sup>th</sup> day of August, 2019, by the Mono County Board of Supervisors.

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**Jennifer Kreitz, Supervisor District #1**

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**Fred Stump, Supervisor District #2**

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**Bob Gardner, Supervisor District #3**

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**John Peters, Supervisor District #4**

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**Stacy Corless, Supervisor District #5**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Resolution to Identify Roughly  
Graded Roads for the ATV Jamboree  
and Sierra Safari

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed Resolution of the Mono County Board of Supervisors identifying certain unpaved county roads that are roughly graded roads, in support of the ATV Jamboree and the Sierra Safari special events.

**RECOMMENDED ACTION:**

Adopt proposed Resolution R19-\_\_\_, A Resolution of the Mono County Board of Supervisors Identifying Certain Unpaved County Roads that are Roughly Graded Roads within the Meaning of Vehicle Code Section 38001.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">Staff Report</a>
<a href="#">Resoution</a>

**History**

Time	Who	Approval
8/8/2019 4:08 PM	County Administrative Office	Yes
7/30/2019 10:27 AM	County Counsel	Yes

8/5/2019 5:07 PM

Finance

Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** August 13, 2019  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** 2019 Special Events – Roughly Graded Road Resolution

**Recommended Action:**

1. Consider and adopt Resolution No. R19-\_\_\_:

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
IDENTIFYING CERTAIN UNPAVED COUNTY ROADS THAT ARE ROUGHLY GRADED ROADS  
WITHIN THE MEANING OF VEHICLE CODE SECTION 38001

**Fiscal Impact:**

None. This Resolution is a procedural request from the local CHP office in Bridgeport relating to their oversight and staff support of the Eastern Sierra ATV/UTV Jamboree, and the Sierra Safari.

The roads in question have been a part of these off-highway vehicle events for many years, have been identified as such for past events, and today's action will sunset following the events taking place.

**Discussion:**

If you have any questions regarding this item, please contact me at 760-932-5459 or by email at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov).

Respectfully submitted,

Tony Dublino  
Director of Public Works





RESOLUTION NO. R19-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
IDENTIFYING CERTAIN UNPAVED COUNTY ROADS  
THAT ARE ROUGHLY GRADED ROADS WITHIN  
THE MEANING OF VEHICLE CODE SECTION 38001**

**WHEREAS**, Section 38001 of Division 16.5 of the California Vehicle Code “Off-Highway Vehicles”, defines those trails and/or roads which are subject to the requirements of that division and therefore available for use by off-highway vehicles; and

**WHEREAS**, among the trails and/or roads that are made subject to Division 16.5 by Section 38001 are “fire trails, logging roads, service roads regardless of surface composition, or other roughly graded trails and roads upon which vehicular travel by the public is permitted”; and

**WHEREAS**, various “roughly graded roads upon which vehicular travel by the public is permitted” within Mono County have been a part of off-highway vehicle events known as the Sierra Safari and the Eastern Sierra ATV/UTV Jamboree for many years; and

**WHEREAS**, these events are an important recreational and economic opportunity for Mono County, bringing critically needed commerce, activity and prestige to the communities of the Bridgeport and Antelope Valleys; and

**WHEREAS**, the purpose of this resolution is to identify those roads within Mono County which are part of the County’s maintained mileage system, have historically been a part of the Sierra Safari and Eastern Sierra ATV/UTV Jamboree, and which are “roughly graded roads upon which vehicular travel by the public is permitted” within the meaning of Section 38001;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that:

**SECTION ONE: Definitions and Findings**

A. For the purposes of this resolution the term “**Off-Highway Vehicles**” (OHV) means off-highway motorized wheeled vehicles including but not limited to “All-Terrain Vehicle” (ATV), “Utility Vehicle” (UTV), “Trail Bike”, “Dune Buggy”, “Off-Road Motorcycle”, and Jeep-type vehicles, – pursuant to Sections 38006, 38010, and 38012 of Division 16.5, “Off-Highway Vehicles” of the California Vehicle Code. This definition applies to off-highway motorized wheeled vehicles that are not licensed for on-highway use as well as highway-licensed vehicles while operated off-highway.

1 B. The unpaved roads or portions of unpaved roads listed below are a part of the  
2 Mono County Maintained Mileage System and are within or connect to rural recreation  
3 areas and public lands where off-highway vehicle use is permitted.

4 C. The unpaved roads or portions of unpaved roads identified below are low volume,  
5 low speed, roughly-graded dirt roadways which are minimally maintained and upon  
6 which vehicular travel by the public is permitted.

7 **SECTION TWO: Roughly Graded Roads within Mono County**

8 The following unpaved roads, or portions thereof, are roughly graded roads under  
9 Section 38001 of Division 16.5, "Off-Highway Vehicles" of the California Vehicle Code  
upon which Off-Highway Vehicles may be operated at the operator's own risk:

10 **Road District ONE:**

11 **Road #3001, Big Springs Road**

12 **Road #3003, Bald Mountain Road**

13 **Road #3004, Bald Mountain Springs Road**

14 **Road District TWO:**

15 **Road #3028, Adobe Ranch Road**

16 **Road #3029, McGee Canyon Road**

17 **Road District THREE:**

18 **Road #3020, Pilot Springs Road**

19 **Road #3024, Crooked Meadows Road**

20 **Road #3023, Johnny Meadows Road**

21 **Road #3027, Dobie Meadows Road**

22 **Road #3022, Wet Meadows Road**

23 **Road #3021, Logging Camp Road**

24 **Road District FOUR:**

25 **Road #4007, Bodie Road**

26 **Road #4114, Aurora Canyon Road**

27 **Road #4008, Bodie Masonic Road**

28 **Road #5001, Burcham Flat Road**

29 **Road #4020, Masonic Road**

30 **Road #4004, Green Creek Road**

31 **Road #4005, Upper Summers Meadows Road**

32 **Road District FIVE:**

**Road #5011, Eastside Road**

**Road #5007, Eastside Lane**

**Road #5017, Lobdell Lake Road**

1                   **SECTION THREE:** This resolution shall automatically sunset, and shall be of  
2 no further force and effect, on October 7, 2019.

3                   **SECTION FOUR:** If any section, subsection, sentence, clause or phrase of this  
4 resolution is for any reason held to be unconstitutional and invalid, such decision shall  
5 not affect the validity of the remaining portion of this ordinance. The Board of  
6 Supervisors hereby declares that it would have passed this resolution and every section,  
7 subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more  
8 sections, subsections, sentences, clauses or phrases be declared unconstitutional or  
9 invalid.

10                   **APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the  
11 following vote of the Board of Supervisors, County of Mono:

- 12                   **AYES:**
- 13                   **NOES:**
- 14                   **ABSENT:**
- 15                   **ABSTAIN:**

17 \_\_\_\_\_  
18 John Peters, Chair  
19 Mono County Board of Supervisors

20 ATTEST:

20 Approved as to Form:

23 \_\_\_\_\_  
24 Clerk of the Board

23 \_\_\_\_\_  
24 County Counsel



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**Departments: County Counsel**

**TIME REQUIRED**

**SUBJECT** Ordinance Amending Mono County  
Code Chapter 2.84 "County  
Administrator"

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### **AGENDA DESCRIPTION:**

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

Proposed ordinance amending Mono County Code Chapter 2.84, "County Administrator" to update language and reorganize to reflect the current organization of the County Administrative Office and responsibilities of the County Administrative Officer.

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### **RECOMMENDED ACTION:**

Adopt proposed ordinance ORD 19-\_\_\_, Amending Mono County Code Chapter 2.84, "County Administrator" to update language and reorganize to reflect the current organization of the County Administrative Office and responsibilities of the County Administrative Officer.

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### **FISCAL IMPACT:**

None.

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**CONTACT NAME:** Stacey Simon

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

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### **SEND COPIES TO:**

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### **MINUTE ORDER REQUESTED:**

YES  NO

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### **ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Adopting ordinance</a>
<input type="checkbox"/> <a href="#">Exhibit A</a>

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/8/2019 4:12 PM	County Administrative Office	Yes
8/7/2019 6:22 PM	County Counsel	Yes
8/8/2019 7:48 AM	Finance	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputies**  
Anne M. Larsen  
Jason Canger

**OFFICE OF THE  
COUNTY COUNSEL**

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

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Lucas

To: Board of Supervisors

From: Stacey Simon

Date: August 13, 2019

Re: Amendment to Chapter 2.84 of the Mono County Code – “County Administrator”

**Recommended Action**

Adopt proposed ordinance amending Chapter 2.84 of the Mono County Code “County Administrator” to update language consistent with current practices.

**Strategic Plan Focus Area(s) Met**

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

**Fiscal Impact**

None.

**Discussion**

At a governance workshop facilitated by Bill Chiat of the California State Association of Counties and the Institute of Local Government back in April, the Board agreed that it should review the County’s current ordinance governing the operation and structure of the County Administrative Office in order to ensure that it is appropriate and up-to-date given the County’s current needs and practices.

Following that discussion, two workshops were held and specific direction regarding updates to the ordinance was provided by the Board. Attached is the revised ordinance reflecting the Board’s discussion and direction.

If you have any questions on this matter prior to your meeting, please call me at 924-1704.



**ORDINANCE NO. ORD19-\_\_**

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS AMENDING CHAPTER 2.84  
OF THE MONO COUNTY CODE RELATED TO THE COUNTY  
ADMINISTRATIVE OFFICE AND OFFICER (CAO)**

**WHEREAS**, Chapter 2.84 of the Mono County Code establishes and describes the functions and responsibilities of the County Administrative Office and Officer for Mono County; and

**WHEREAS**, the Board of Supervisors wishes to amend Chapter 2.84 to provide consistency with current terminology and practices;

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

**SECTION ONE:** Chapter 2.84 of the Mono County Code is hereby amended, in its entirety, and shall read as set forth in Exhibit A to this Ordinance, which is attached and incorporated by this reference.

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

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
John eters, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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Clerk of the Board

County Counsel



## EXHIBIT A

### Chapter 2.84 - COUNTY ADMINISTRATIVE OFFICER

#### Sections:

**2.84.010 - Purpose.**

**2.84.020 - County administrative office.**

**2.84.030 - Appointment and removal—Residence.**

**2.84.040 - Salary and benefits.**

**2.84.050 - Administrative powers and duties.**

**2.84.060 - General administration, duties and oversight.**

**2.84.070 - Budgetary matters.**

**2.84.080 - Departmental supervision—Appointment—Removal.**

#### **2.84.010 - Purpose.**

The purpose of this chapter is to define the duties, responsibilities, authority, and qualifications of the county administrative officer (“CAO”).

#### **2.84.020 - County administrative office.**

There is within the County of Mono, a county administrative office which consists, at a minimum, of a CAO and a human resources director. The CAO oversees the county administrative office.

#### **2.84.030 - Appointment and removal—Residence.**

The CAO shall:

- A. Be chosen upon the basis of knowledge and skills in public administration, demonstrated administrative ability, and knowledge of public budgeting, personnel, finance, and organization.
- B. Be appointed by, and serve at the will and pleasure of the board of supervisors, in accordance with the provisions of his or her contract of employment.
- C. Maintain residence within the county during his or her tenure in office, but he or she need not be a resident of the county at the time of appointment.

#### **2.84.040 - Salary and benefits.**

The salary of the CAO shall be established by the board of supervisors and be paid in the same manner as the salaries of other county employees. The CAO shall also be entitled to mileage allowance or reimbursement in an amount adopted by the board of supervisors, all actual

and necessary budgeted expenses for conducting county business, dues and expenses to participate in state and national professional organizations of benefit to the county, and all other benefits conferred upon county management employees.

## **2.84.050 - Administrative powers and duties.**

The CAO is the chief administrative officer of the county and is responsible to the board of supervisors for the proper and efficient administration of all county offices, departments, institutions, and special districts under the jurisdiction of the board of supervisors. To this end, the CAO shall have those powers and duties set forth in this chapter and as reasonably implied therefrom, and shall be authorized to assign or delegate the administration and/or implementation of these duties to any department or person under the board's control, subject to the limitations imposed by law.

The board of supervisors and its members have delegated administrative responsibilities over county governmental activities to the CAO and shall, except for the purposes of normal inquiry, not intervene or detract from this delegation.

## **2.84.060 - General administration, duties and oversight.**

The CAO shall:

- A. Administer and enforce policies established by the board of supervisors and promulgate rules and regulations as necessary to implement board policies;
- B. Refer policy matters and other matters beyond his or her authority to resolve to the board of supervisors for determination, direction, or authorization;
- C. Represent the board of supervisors in the county's intergovernmental relationships, including legislative matters, in accordance with board policies and instructions; when directed, represent the board in dealing with individuals or groups concerned with county affairs;
- D. Attend all meetings of the board of supervisors, except when excused; when directed, attend meetings of commissions and committees established by the board;
- E. Supervise the board clerks and assist, on behalf of the board of supervisors, the preparation of the agendas for board meetings; evaluate departmental and other requests for items to be added to an agenda to determine if such requests should be submitted to the board; make recommendations to the board on all agenda items; propose necessary revisions of the county code and county policies in conjunction with the county counsel; make regular reports to the board on county matters;
- F. Implement the board of supervisors' legislative advocacy program as reflected in the county's legislative platform or in accordance with specific board direction, including the initiation of legislation approved by the board that will benefit the county and county government; the analysis of proposed state and federal legislation; recommendations to the board for positions on proposed legislation; and review of all department head requests involving legislative activities;

- G. In conjunction with the county counsel and other relevant county officers and employees, negotiate and/or supervise the negotiation of all county contractual agreements. Execute on behalf of the board of supervisors, to the extent authorized by state law and Chapter 3.04 of this Code ("Purchasing") county agreements. Administer and enforce agreements approved by the county;
- H. In conjunction with the Finance Director and other relevant county officers and employees, maintain or supervise the maintenance of inventories of all the county's real and personal property, and undertake activities to prevent the misuse, loss, theft, or damage of county property;
- I. Conduct continuous research on administrative, managerial and administrative practices in order to improve county government; develop and recommend to the board of supervisors long-range plans to improve county operations and to prepare for future county growth and development;
- J. In periods of extreme emergency, when there is not sufficient opportunity for the board of supervisors to meet and act, act in conjunction with the director of emergency services to take steps reasonably necessary, and within county authority, to respond to such emergencies.
- K. Review all requests to fill permanent and limited-term personnel positions to assure that the position is required and that budgetary resources are allocated; authorize and control the use of extra help and payment for overtime within available funds;
- L. Provide for the orientation and training of new county supervisors, members of boards, commissions and committees, and new department heads;
- M. Supervise the administration of employee and labor relations, classifications, recruitment and selection, employee training, personnel policies and procedures, and other performance programs.
- N. In conjunction with the director of public works and other relevant county officers and employees, exercise general supervision over all buildings and property leased, owned or under the control and jurisdiction of the county;
- O. In conjunction with the director of public works and other relevant county officers and employees-supervise building construction, alterations, maintenance, and the acquisition and utilization of county vehicles;
- P. Supervise county operations and support services such as copying, communications, technology and phones;
- Q. Appear, or designate a county employee to appear, in small claims court on behalf of the county.

## **2.84.070 - Budgetary matters.**

The CAO shall:

- A. Develop budget instructions and policies, revenue estimates, and departmental budget targets to guide departments in budget preparation;
- B. Recommend to the board of supervisors a proposed annual budget together with his or her recommendations to the Board of Supervisors for consideration and adoption. The CAO shall supervise and direct preparation of the budget and review and evaluate all items including expenditures, revenues, and services;
- C. After final adoption of the budget by the Board of Supervisors, the CAO shall administer, or cause to be administered, the budget and oversee continuous expenditure control. He or she shall review, or cause to be reviewed, all requests for appropriations and transfers and make recommendations to the Board. He or she shall oversee expenditures of all county offices, departments, and institutions, including those departments in which the department head is an elected or appointed officer;
- D. The county administrator may establish a budgetary allotment system and such other expenditure controls which are necessary or desirable, and may authorize department heads to approve fund transfers except those requiring approval of the board of supervisors under state law;
- E. The CAO shall work with the Finance Director and other relevant county officers to keep the board informed of the financial condition and needs of the county and of other matters of major significance which affect the county.

## **2.84.080 - Department supervision—Appointment—Removal.**

The CAO shall:

- A. Supervise the performance of county departments, within the limitations established by state law or the board of supervisors, by directing the establishment of standards, goals, and objectives for departmental performance and measuring the performance of individual departments and department heads against those standards and goals; assign projects and scrutinize department expenditures to assure that they are necessary and proper;
- B. Evaluate all proposed departmental programs and make recommendations to the board of supervisors regarding new programs or modification of existing programs; periodically evaluate existing departmental programs and recommend changes to the board where indicated;
- C. Evaluate departmental organization on a continuous basis; subject to the limitations of state law or the directives of the board of supervisors, initiate changes in interdepartmental organization, structure, duties, or responsibilities when warranted, including authorizing the transfer of equipment between departments; assigning space to county departments in county facilities, and oversee travel and business expense in accordance with rules and regulations established by the board; recommend to the board the transfer of positions between departments and the consolidation or combining of county offices, departments, positions or units;
- D. Evaluate department head performance annually, under the direction of the board of supervisors, and recommend compensation in accordance with policies established by

the board; confer with department heads as necessary to discuss any areas requiring improvement and to suggest or direct solutions;

- E. Unless otherwise specified by this code or prohibited by state law, possess the authority to appoint, discipline, transfer, and dismiss all nonelected department heads in accordance with any applicable procedures provided by state or federal law or by any personnel ordinances, resolutions, handbooks, or memoranda of understanding (MOUs) duly adopted by the board of supervisors. In any cases where final action by the board of supervisors is mandated by applicable state law, actions by the county administrator shall not be effective unless and until ratified by the board of supervisors.
- F. When necessary or upon a department head's request, assist the department head in solving problems which inhibit efficient operation or create friction between departments; be responsible to the board of supervisors for ensuring that coordination exists between and among the various departments and offices, both elected and appointed;
- G. Provide, under the direction of the board of supervisors, management training and other resources to develop leadership qualities among department heads to build a county management team that can plan for and meet future challenges;
- H. Create a management advisory team consisting of all appointed and elected department heads, and any others deemed necessary or appropriate, which shall meet periodically and may provide input to the CAO and the board regarding matters of general policy.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 13, 2019

**TIME REQUIRED**

**SUBJECT** Agricultural Commissioner's Office  
Department Update August 2019

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

August 2019 Department Update from the Inyo and Mono Counties Agricultural Commissioner's Office.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[August Update](#)

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#### History

Time	Who	Approval
8/8/2019 4:09 PM	County Administrative Office	Yes
8/7/2019 11:51 AM	County Counsel	Yes
8/8/2019 7:47 AM	Finance	Yes



# COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT  
EASTERN SIERRA WEED MANAGEMENT AREA • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

## DEPARTMENT REPORT

August 2019

### Agriculture

Current industrial hemp survey data indicate that of the 58 counties in California:

- 25 counties have issued a moratorium on industrial hemp cultivation.
- 24 counties have no restrictions on industrial hemp cultivation.
- 5 counties allow industrial hemp cultivation but place restrictions of some kind on such activity.
- 2 counties will not allow industrial hemp cultivation until the federal government issues regulations governing such activity.
- 2 counties did not respond to the survey.

As of July, CDFA had issued 137 industrial hemp cultivation permits in 17 counties. A list of these growers as well as registered seed breeders can be found at [https://www.cdfa.ca.gov/plant/industrialhemp/docs/Dir\\_IHGrowers.pdf](https://www.cdfa.ca.gov/plant/industrialhemp/docs/Dir_IHGrowers.pdf).

### Weights and Measures

Livestock scales are beginning to be inspected for 2019. These heavy capacity scales are typically checked at the end of summer or in the fall since most of our ranches ship during this time. Livestock scale numbers have declined over the past few decades, but there are still about 40 in operation today. Each of these scales require our heavy capacity weight truck and multiple 1,000 lb. weights to test.

### Mosquito Abatement

Our mosquito control crews continue to battle with excessive water spreading over all areas that we service. Irrigation is on and water is being spread in spreading basins throughout the entire Owens Valley. The Mammoth Lakes area is even seeing a lot of activity, and crews have made numerous applications in and around the Town of mammoth Lakes.

We have started sending samples out to a lab for disease testing. This is an important component in our overall disease surveillance monitoring program. This year, we have found a new lab that not only cut our cost in half, but also gets results back to us much faster. So far, no mosquito samples have tested positive for disease.



Gabriel Mesquitez treating a mosquito source in Mammoth

## Invasive Plant Management

Weed infestations, especially those in the Owens Valley, are expected to spread and increase in numbers next year. This is a direct result of water spreading activities. Not only do these activities prevent staff from accessing weedy populations, they also help to spread seed and root fragments which become new populations later on. The same conditions were noted in 2017, and 2018 field observations noted increases in magnitudes of 4-6 times previous observations. We are concerned that populations may rise such that they become economically uncontrollable in future years.

Work will be conducted in the Antelope Valley this coming month as a part of a grant received from CDFA for high value weed site management. We continue work along the Owens River in the Bishop area, along the LORP, and in various locations in the tri valley area.

Our new Project Coordinator has been looking into future funding opportunities for our various projects. Our largest grant is set to expire in 2020, and that funding only covers a small fraction of the total invasive plant acreage in Inyo and Mono Counties. Funding the ever-growing list of invasive plant management projects is a difficult and ongoing process.

## Inyo County Commercial Cannabis Permit Office

The application window for commercial cannabis business licenses is open, and will close on August 9 at midnight for those zones and activity types for which we have received applications. After August 9, we will keep the application window open indefinitely for license types in zones that have no applications. Once an application is received, additional applications will be accepted for that license type/zone for 60 days. After 60 days, the license type/zone will be closed for evaluation.

Inyo County Commercial Cannabis Office staff recently began abatement activities against a residence that is growing more than 6 cannabis plants. Aside from other noted violations during a site visit, growing more than 6 cannabis plants is considered commercial cultivation in Inyo County, and as such requires a permit, conditional use permit, and state cannabis cultivation license. If this issue is not abated soon, the county may elect to move forward for the first time using our expedited cannabis nuisance abatement process.

Staff has been working on some options to bring to the Board of Supervisors with regards to new cannabis license types. Interest has been voiced from current and potential licensees for non-storefront retail licenses as well as license types that would allow for infusion manufacturing. After discussions between the Planning Department and The Ag Commissioner's Office, we feel that we have come up with potential license types that would allow for these activities while still staying within the limitations of our current zoning code.



Crew member Jacob Stevens in the Benton area

## August 2019 Calendar

August 9

Inyo Cannabis Licensing Window Closes

August 13

Inyo Board of Supervisors  
Lahontan Comment Letter  
(Independence)

August 15

SCACASA Meeting  
(Webinar)

August 19-21

CDPR in Inyo/Mono  
For Staff Training





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 13, 2019

**TIME REQUIRED**

**SUBJECT** Board of Supervisors Update April -  
June 2019

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Board of Supervisors newsletter/update for April - June 2019.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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### History

Time	Who	Approval
8/8/2019 4:12 PM	County Administrative Office	Yes
8/7/2019 1:14 PM	County Counsel	Yes
8/8/2019 7:47 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**TIME REQUIRED**

**SUBJECT** Wildlife Conservation Board Letter

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A letter from the State of California Wildlife Conservation Board advising that the California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB) is considering the allocation of a grant to the Wilderness Land Trust to assist in acquisition of approximately 960 acres in Mono County (Assessor Parcel Nos. 011-140-001, 011-240-001, and 011-240-003), to be proposed August 28, 2019.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Letter</a></p>
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**History**

Time	Who	Approval
8/8/2019 4:12 PM	County Administrative Office	Yes
8/8/2019 3:13 PM	County Counsel	Yes
8/8/2019 4:12 PM	Finance	Yes



GAVIN NEWSOM, Governor  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND WILDLIFE  
**WILDLIFE CONSERVATION BOARD**  
Mailing address: P.O. Box 944209  
Sacramento, California 94244-2090  
www.wcb.ca.gov  
(916) 445-8448  
Fax (916) 323-0280

AUG 02 2019

Mono County Board of Supervisors  
c/o Clerk of the Board  
PO Box 715  
Bridgeport, CA 93517

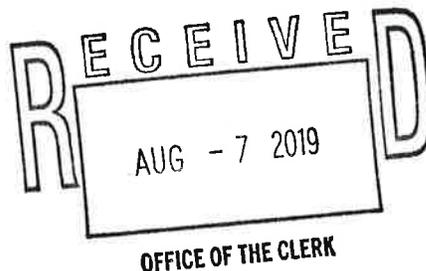
Mormon Meadows  
Mono County  
Project ID 2019039

Dear Board Members:

The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program focused on the long-range protection and enhancement of habitat for fish and wildlife. The CDFW identifies sites considered for acquisition in response to public interest, legislative mandate and departmental goals.

I am writing to advise you that the WCB will consider the allocation of a grant to the Wilderness Land Trust to assist in its acquisition of 960± acres of land for the preservation and enhancement of wildlife habitat located in Mono County and identified as Assessor Parcel Nos. 011-140-001, 011-240-001, and 011-240-003. The proposal is scheduled to be presented at the August 28, 2019, Board meeting. You will find enclosed a copy of the preliminary meeting Agenda for your review. A more complete description of each proposal will be contained in the final meeting Agenda, which will be available at [www.wcb.ca.gov](http://www.wcb.ca.gov) beginning 10 days prior to meeting.

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.



Sincerely,

John P. Donnelly  
Executive Director

Enclosure

cc: The Honorable Andreas Borgeas  
The Honorable Frank Bigelow  
Brad Borst, President, Wilderness Land Trust  
Leslie MacNair, Regional Manager  
CDFW, Inland Deserts Region



Gavin Newsom, Governor  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND WILDLIFE  
WILDLIFE CONSERVATION BOARD  
Mailing Address: P.O. Box 944209  
Sacramento, California 94244-2090  
www.wcb.ca.gov  
(916) 445-8448  
Fax (916) 323-0280

## Notice of Meeting

### WILDLIFE CONSERVATION BOARD

August 28, 2019, 10:00 a.m.

Natural Resources Building, First Floor Auditorium  
1416 9<sup>th</sup> Street  
Sacramento, CA 95814

*Public Welcome*

### Preliminary Agenda Items

#### *Item Number*

1. Roll Call
2. Public Forum for Items not on the Agenda
3. Funding Status — Informational
4. Proposed Consent Calendar (Items 5 – 15)
- \*5. Approval of Minutes — April 4, 2019  
May 22, 2019
- \*6. Recovery of Funds
- \*7. Contract Authorization for Accounting Services

\*Proposed Consent Calendar

- \*8. Ash Creek Wildlife Area Land Exchange** **\$0**  
**Lassen County**  
To consider the exchange of 139± acres owned by the California Department of Fish and Wildlife (CDFW) for 100± acres owned by Peter and Lynn Gerig to serve as a consolidation and floodplain restoration of CDFW's Ash Creek Wildlife Area, located near Bieber in Lassen County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species to protect or enhance a flood protection corridor or bypass. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c) (Proposition 1E)]
- \*9. Orchards Alive Monarch Butterfly Habitat** **\$505,000**  
**Yolo/Colusa County**  
To consider the allocation for a grant to Environmental Defense Fund for a cooperative project with two private landowners to plant up to 325 acres of multi-benefit breeding and migratory habitat for monarch butterflies in two maturing pecan orchards located on privately-owned land 1.5 miles north of Colusa in Colusa County and 5 miles southeast of Knights Landing in Yolo County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for one or more of the following objectives: restore or enhance California prairie and other appropriate breeding habitat for monarch butterflies and other pollinators, restore or enhance overwintering monarch butterfly habitat, provide technical assistance to grant recipients, provide grants for seasonal or temporary habitat improvements, or provide block grants in which suballocations are made by the grant recipient. [General Fund, Budget Act of 2018, Chapter 29]
- \*10. Hornitos Ranch** **\$51,500**  
**Mariposa County**  
To consider the allocation for a grant to Sierra Foothill Conservancy for a cooperative project with CDFW and the California Department of Conservation to acquire a conservation easement over 7,100± acres of land to protect and preserve oak woodland habitat, California tiger salamander, and vernal pool wetlands located near Hornitos, in Mariposa County. The purposes of this project are consistent with the proposed funding source that allows for the restoration or acquisition of habitat for threatened and endangered species or for the purpose of promoting recovery of those species. [Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Fund (Proposition 12), Public Resources Section 5096.350(a)(3)]
- \*11. Planning for Predicted Sea Level Rise within the Salinas Valley** **\$248,020**  
**Monterey County**  
To consider the allocation for a grant to Coastal Conservation and Research, Inc. for a cooperative project with the Central Coast Wetlands Group, The Nature Conservancy, local landowners, and the Greater Monterey County Integrated Regional Water Management Program to support creek and floodplain restoration planning and design needed to implement projects that accommodate documented flooding hazards within agricultural areas of the lower Salinas Valley in Monterey County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for protection and restoration of natural ecosystems to provide climate change adaptation and resilience, assist natural and working lands managers in adapting to and becoming more resilient to climate change, facilitate the reduction of greenhouse gas emissions, increase carbon sequestration in natural and working lands, and provide additional social, economic, and environmental benefits, or co-benefits. [Greenhouse Gas Reduction Fund, Budget Act, Chapter 14 and 249, Statutes of 2017]

- \*12. Arrowhead Ridge, CAL FIRE Conservation Easement** **\$0**  
**San Bernardino County**  
To consider the acceptance of a conservation easement by the California Department of Forestry and Fire Protection under the California Forest Legacy Program Act of 2007 for the protection of 78± acres of land containing significant scenic, recreational, timber, riparian, fish and wildlife, threatened and endangered species, and other cultural and environmental values and increase direct carbon sequestration through increased growth and inventory located near Lake Arrowhead in San Bernardino County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for the development, rehabilitation, restoration, acquisition, and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, protects habitat corridors, and protects significant natural landscapes and ecosystems. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]
- \*13. Palisades Ranch Restoration and Access Planning** **\$375,000**  
**San Bernardino County**  
To consider the allocation for a grant to the Mojave Desert Land Trust for a cooperative project with CDFW and Mojave Water Agency to develop a conceptual ecosystem restoration and public access plan and complete environmental review for the Palisades Ranch, located approximately two miles south of the City of Helendale in San Bernardino County. The purposes of this project are consistent with the authorized uses of the proposed funding source that can be used for the development of scientific data, habitat mapping and other research information necessary to determine the priorities for restoration and acquisition statewide. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]
- \*14. Hearthstone Quitclaim** **\$0**  
**Ventura County**  
To consider the sale of a 1.6± access easement by CDFW to an adjacent landowner for the purpose of enhancing management of CDFW lands near Filmore in Ventura County.
- \*15. Mendenhall Ranch Conservation Easement** **\$61,250**  
**San Diego County**  
To consider the allocation for a grant to the California Rangeland Trust for a cooperative project with the U. S. Department of Agriculture (USDA), Natural Resources Conservation Service to acquire a conservation easement over 118± acres of land for the protection of a working landscape consisting of montane meadow, mixed conifer and chaparral habitat that are beneficial to the Laguna Mountain skipper, San Bernardino bluegrass, and other wildlife, and promotes the preservation of habitat linkages and corridors between existing protected lands, located in an area known as Mendenhall Valley in north San Diego County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]
- 16. Recovering and Sustaining Monarch and Pollinator Populations** **\$750,000**  
**Various Counties**  
To consider the allocation for a grant to California Association of Resource Conservation Districts for a project to administer a block grant to resource conservation districts for the

implementation of monarch and pollinator habitat improvements located on privately-owned land in various counties. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for one or more of the following objectives: restore or enhance California prairie and other appropriate breeding habitat for monarch butterflies and other pollinators, restore or enhance overwintering monarch butterfly habitat, provide technical assistance to grant recipients, provide grants for seasonal or temporary habitat improvements, or provide block grants in which suballocations are made by the grant recipient. [General Fund, Budget Act of 2018, Chapter 29]

- 17. Butte Valley Wildlife Area Wetland Enhancement** **\$327,820**  
**Siskiyou County**  
To consider the allocation for a grant to California Waterfowl Association for a cooperative project with CDFW and the U.S. Fish and Wildlife Service (USFWS) to enhance wetland units within the Butte Valley Wildlife Area located approximately 4.5 miles from the community of Macdoel, on the western edge of Meiss Lake in Siskiyou County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for the acquisition, enhancement, or restoration of wetlands outside the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Wetlands Wetlands Outside the Central Valley]
- 18. American River Ranch Parking Lot** **\$499,000**  
**Sacramento County**  
To consider the allocation for a grant to Sacramento County Department of Regional Parks for a project to enhance public access at the American River Ranch Interpretive Center, located approximately four miles east of the City of Sacramento in Sacramento County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows expenditures to be made available to the Lower American River Conservancy Program. [California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), Public Resources Code sections 80100(a)(3) and 5845 et seq.]
- 19. Franklin Ridge, Expansion 2** **\$2,000,000**  
**Contra Costa County**  
To consider the allocation for a grant to the John Muir Land Trust for a cooperative project with the East Bay Regional Park District to acquire in fee 281± acres for the protection of wildlife habitat and several special-status wildlife species, and assist in the expansion of the Bay Area Ridge Trail Corridor located near the City of Martinez, in Contra Costa County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for the acquisition, protection and restoration of coastal wetlands, upland areas adjacent to coastal wetlands and coastal watershed lands within the San Francisco Bay Area. [Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Water Code Section 79572(c)]
- 20. Mormon Meadows** **\$1,320,000**  
**Mono County**  
To consider the allocation for a grant to the Wilderness Land Trust to acquire in fee 960± acres of land for the protection of deer, mountain lion, and sage grouse habitat, and to increase protection of regional wildlife habitat corridors and provide potential future wildlife-oriented, public-use opportunities, located near Bridgeport in Mono County. The purposes of this project are consistent with the proposed funding source that allows for the

acquisition of habitat, including native oak woodlands, to protect deer and mountain lions. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a)]

- 21. Deadman II Forest Resilience Project** **\$885,500**  
**Santa Cruz County**  
To consider the allocation for a grant to Save the Redwoods League for a cooperative project with Peninsula Open Space Trust and Sempervirens Fund to restore 552 acres of redwood and upland hardwood forests in the Deadman Gulch Restoration Reserve portion of the San Vicente Redwoods property situated in Santa Cruz County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for forest conservation and protection projects in order to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife, and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]
- 22. Tricolored Blackbird Wetland Habitat Enhancement** **\$719,000**  
**Kern County**  
To consider the allocation for a grant to Ducks Unlimited for a cooperative project with the USDA, Natural Resources Conservation Service, USFWS, Audubon California, and Lawrence Duck Club to enhance wetlands that provide Tricolored Black Bird nesting habitat and waterfowl breeding habitat, located on privately-owned land in Kern County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for the acquisition, enhancement or restoration of wetlands in the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Inland Wetlands Conservation Program].
- 23. Colton Sand Dunes** **\$1,934,000**  
**San Bernardino County**  
To consider the allocation for a grant to Rivers & Lands Conservancy (RLC) and the acceptance of two USFWS Habitat Conservation Plan Land Acquisition grants and the approval to sub-grant these federal funds to RLC to acquire in fee 34± acres of land for the protection and preservation of the Delhi Sands flower-loving fly, located in the City of Colton in San Bernardino County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitats that are critical to the sustainability of threatened or endangered species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]
- 24. Liberty Canyon Wildlife Underpass Project** **\$390,000**  
**Los Angeles County**  
To consider the allocation for a grant to the Resource Conservation District of the Santa Monica Mountains for a cooperative project with Caltrans, the Santa Monica Mountains Conservancy, and the Mountains Recreation and Conservation Authority to improve the ability of wildlife to cross U.S. Highway 101 by restoring and enhancing an existing wildlife undercrossing that was damaged in the 2019 Woolsey Fire, located approximately nine miles east of Thousand Oaks in Los Angeles County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for projects to construct, repair, modify, or remove transportation infrastructure or water resources infrastructure to improve passage for wildlife or fish. California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), Public Resources Code Section 80132 (e)(1).



- 25. Mission Center Property** **\$1,600,000**  
**San Diego County**  
To consider the allocation for a grant to the Endangered Habitats Conservancy to acquire in fee 42± acres of land to protect habitat that implements or assists in the establishment of Natural Community Conservation Plans (NCCP), located near the City of San Diego in San Diego County. The purposes of this project are consistent with the authorized uses of the proposed funding source that allows for the acquisition of real property subject to a NCCP adopted pursuant to Chapter 10 (commencing with Section 2800) of the Fish and Game Code. [Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Fund (Proposition 12), Public Resources Code Section 5096.350(a)(6)]
- 26. Strategic Plan Update** **Action**  
To consider adopting the update of WCB's Strategic Plan (Plan) as required by Proposition 68. The Plan update relies on the fundamentals of the 2014 Strategic Plan while defining more focused measurable objectives tailored to emerging conservation priorities and a strategic path forward.
- 27. Discuss and Act on Board Administrative Items**  
- New Business  
- Next WCB Meeting – November 21, 2019

**Adjourn**

**PERSONS WITH DISABILITIES**

Persons with disabilities needing reasonable accommodation to participate in public meetings or other CDFW activities are invited to contact the Department's EEO Officer at (916) 653-9089 or [EEO@wildlife.ca.gov](mailto:EEO@wildlife.ca.gov). Accommodation requests for facility and/or meeting accessibility and Requests for American Sign Language Interpreters should be submitted at least two weeks prior to the event. Requests for Real-Time Captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Officer immediately.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**Departments: Board of Supervisors**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Gordon Martin, Mammoth - Mono  
Basin District Ranger

**SUBJECT** Inyo National Forest Springs Fire  
Update

**AGENDA DESCRIPTION:**

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

An update from Inyo National Forest staff regarding the Springs Fire, 13 miles South East of Lee Vining, CA.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
8/8/2019 4:28 PM	County Administrative Office	Yes
8/8/2019 3:12 PM	County Counsel	Yes
8/8/2019 7:48 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**Departments: EMS**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Mokracek, Penny Galvin

**SUBJECT** Ambulance Billing Workshop

**AGENDA DESCRIPTION:**

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

Presentation by Chris Mokracek & Penny Galvin regarding ambulance billing and revenue recovery.

**RECOMMENDED ACTION:**

None (informational only). Provide any desired direction to staff.

**FISCAL IMPACT:**

None at this time.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** (760) 924-4632 / cmokracek@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Ambulance Billing/Revenue Services Presentation</a>

**History**

Time	Who	Approval
8/8/2019 4:07 PM	County Administrative Office	Yes
7/30/2019 10:28 AM	County Counsel	Yes
8/6/2019 4:59 PM	Finance	Yes



MONO COUNTY  
EMERGENCY MEDICAL SERVICES

**DATE:** June 28, 2019  
**TO:** Honorable Board of Supervisors  
**FROM:** Chris Mokracek, EMS Chief  
**SUBJECT:** Ambulance Billing Workshop

**Recommendation:**

Following a presentation by EMS staff, provide direction for the future of ambulance billing and revenue recovery within the EMS Department.

**Discussion:**

Ambulance billing and revenue recovery is a dynamic and evolving field that is challenging and unpredictable. Increasing the revenue stream from ambulance transports and other non-traditional avenues is a priority for the MCEMS Department. We wish to provide the Board with a detailed look at the billing process and present options and ideas to improve collection rates.

**Fiscal Impact:**

Informational only.



# Mono County Emergency Medical Services

# Overview



Department Fiscal officer



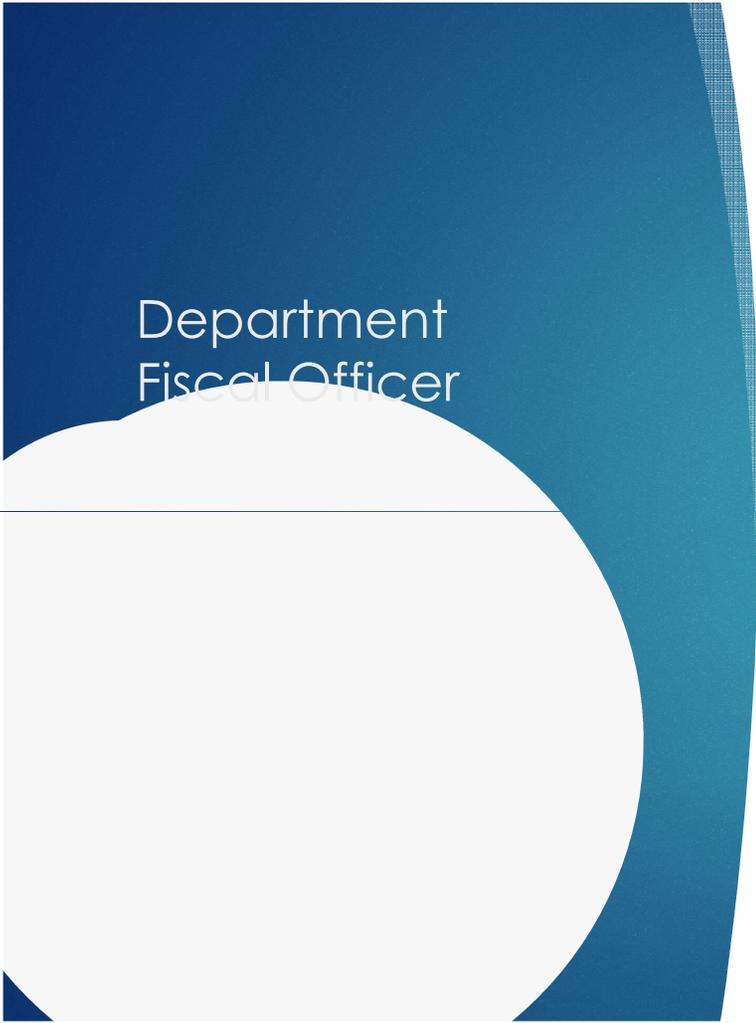
Billing and Collections for Ambulance services



Compliance and Privacy officer

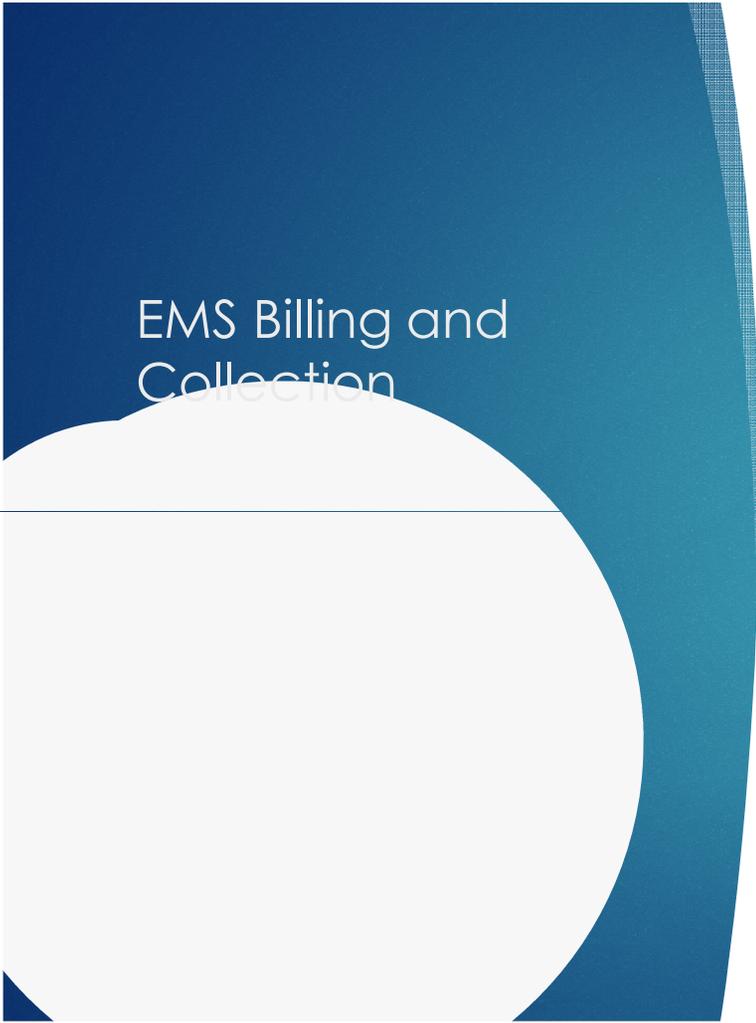


Revenue Services



## Department Fiscal Officer

- ▶ Audit & process white claims & Pcard transactions
- ▶ Audit & submit payroll bi-weekly
- ▶ Budget management
- ▶ Deposits



## EMS Billing and Collection

### Audit & Code

Every call must be reviewed and then coded with procedures, symptoms or diagnoses codes and billing codes.

### Insurance identification

New software Payor Logic

Payor Logic identifies insurance and can search for the most current demographics on a patient.

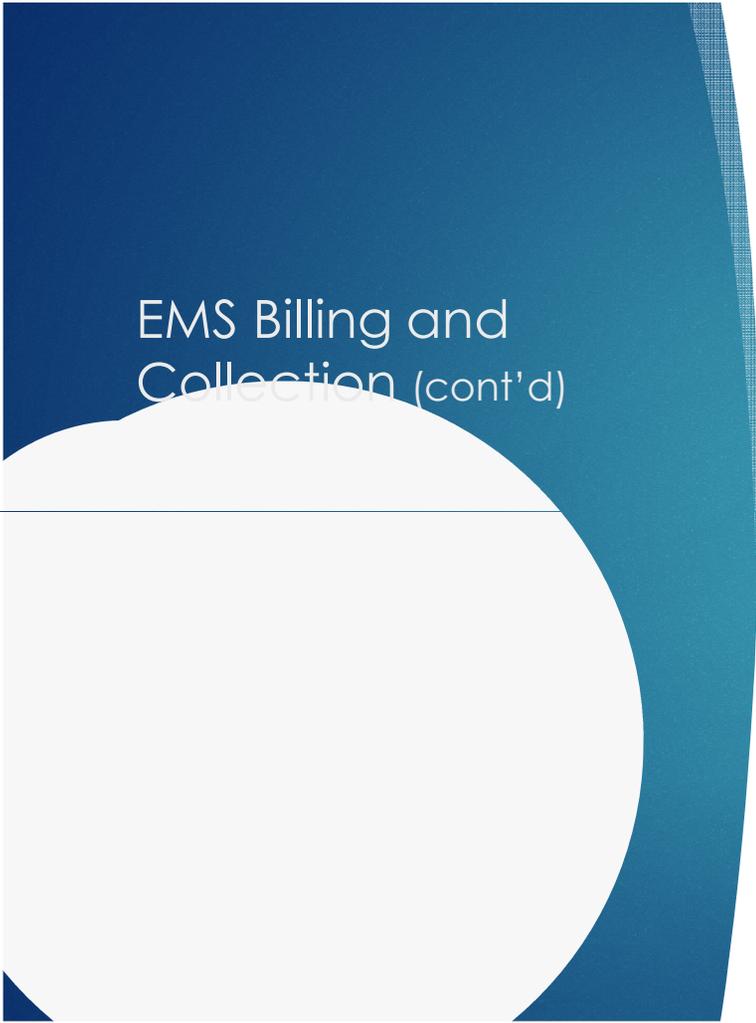
### Claim submission – Paper and Electronic

Most claims must be submitted within 120 days of service

### Monthly billing statements

30/60/90/120-day statement cycle





## EMS Billing and Collection (cont'd)



### Claims Follow-up

After 45 days, I begin follow up

On average a claim is paid within 30-45 days depending on the payer

### File appeals

95% of Medi-cal claims have to be appealed

Approx. 60 days for an appeal to be processed

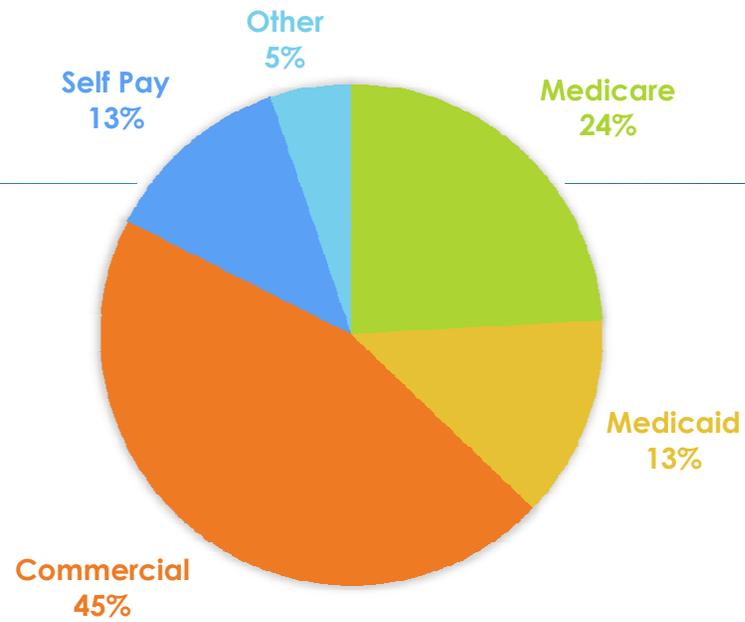
Average of about 30 minutes to prepare and submit an appeal.

### Receive & post payments

# Total Billed and Collected

- ▶ 2018 calendar year
- ▶ Total billable calls – 1055
- ▶ Total Charged – \$2,428,512.27
- ▶ Total Collected
  - ▶ Actual Payments - \$1,034,347.38
  - ▶ Adjustments – \$707,314.13
- ▶ Overall collection Rate – 72%

# Payer Mix



# Total Charges, Payments and Adjustments

## Medicare (24% of Payer mix)

- ▶ Total Charged – \$636,284.84
- ▶ Total Adjustments – \$440,377.82 (69% Adjustment)
- ▶ Total Payments – \$175,538.83
- ▶ Balance - \$20,368.19

## Medicaid (13% of Payer mix)

- ▶ Total Charged – \$356,270.79
- ▶ Total Adjustments – \$226,740.26 (64% Adjustment)
- ▶ Total Payments – \$20,615.70
- ▶ Balance - \$108,914.83

## Total Charges, Payments and Adjustments (cont'd)

### Commercial (45% of Payer mix)

- ▶ Total Charged – \$984,039.20
- ▶ Total Adjustments – \$0
- ▶ Total Payments – \$723,270.59
- ▶ Balance - \$260,798.31

### Self Pay (13% of Payer mix)

- ▶ Total Charged – \$328,204.96
- ▶ Total Adjustments – \$0
- ▶ Total Payments – \$58,823.78
- ▶ Balance - \$269,381.18

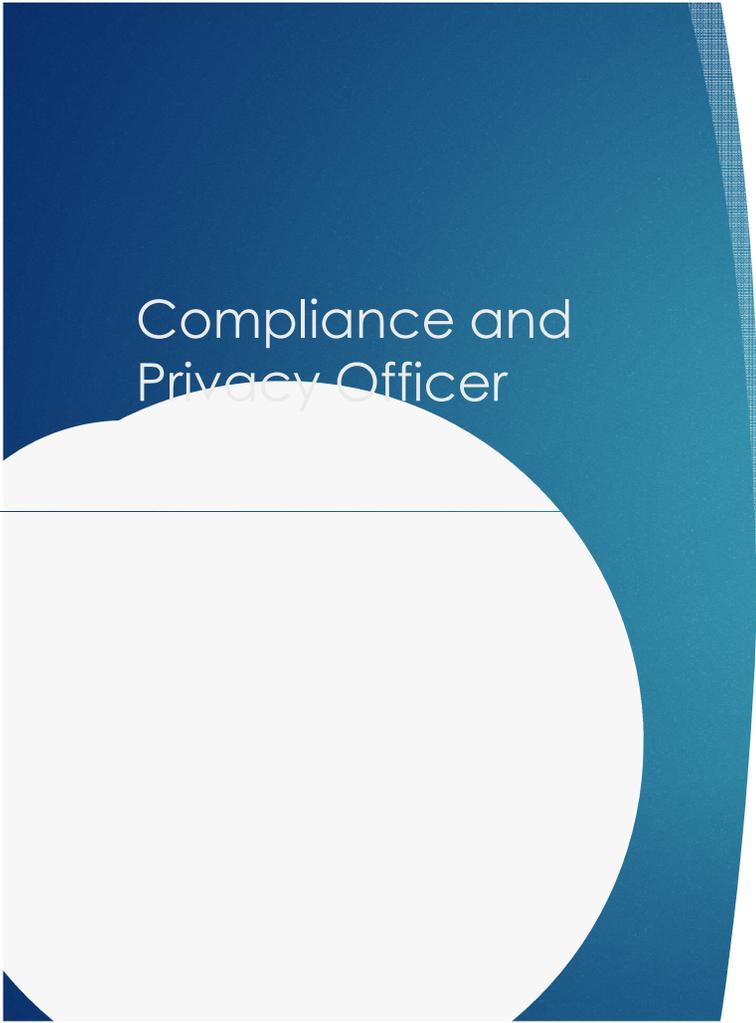
## Total Charges, Payments and Adjustments (cont'd)

### Other (5% of Payer mix)

- ▶ Total Charged – \$123,712.48
- ▶ Total Adjustments – \$36,896.28
- ▶ Total Payments – \$56,098.42
- ▶ Balance - \$30,717.78

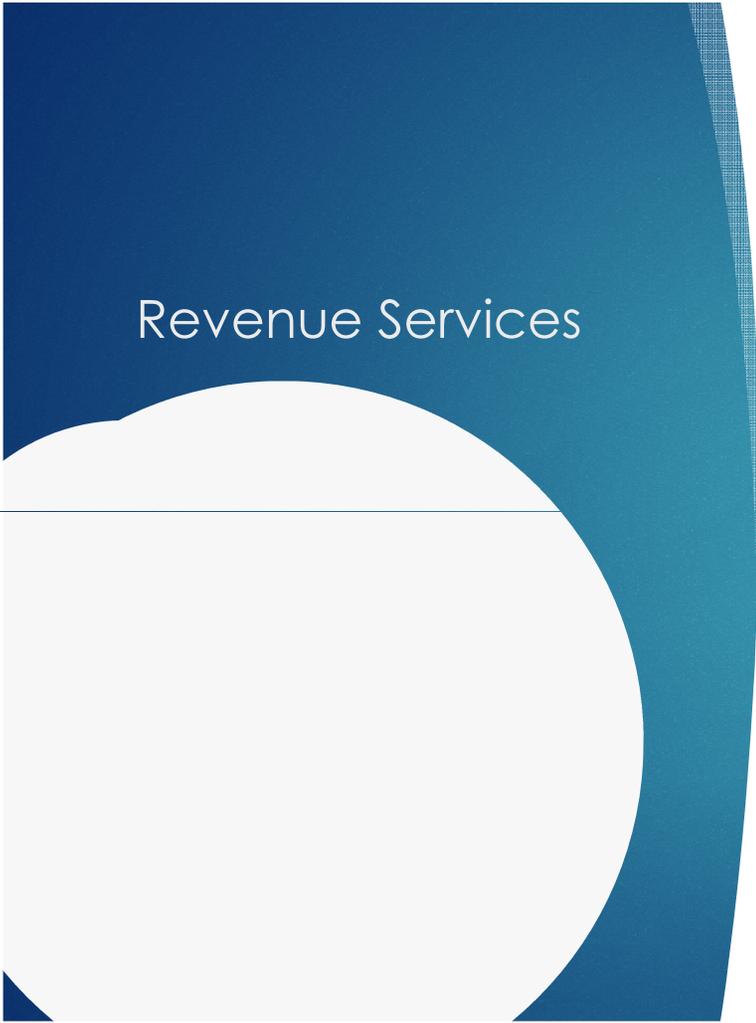
### Who's included?

- ▶ Auto
- ▶ Workers Comp
- ▶ International Insurance plans
- ▶ VA/Tricare



## Compliance and Privacy Officer

- ▶ Certified Compliance officer
- ▶ Manage department compliance plan
- ▶ Manage record requests
- ▶ Ensure HIPAA compliance with patients protected health information



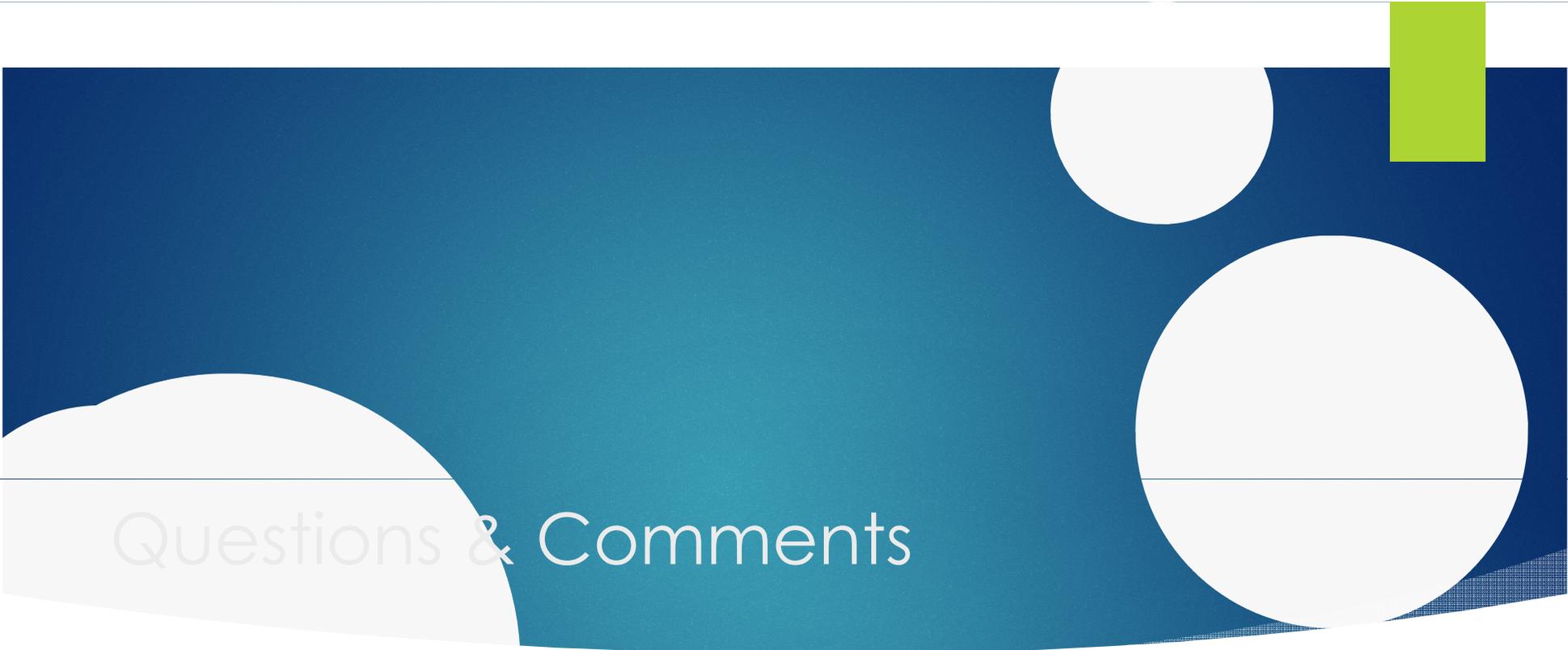
## Revenue Services

- 
- ▶ Public Defender Fees
    - ▶ Approx. \$87,000 outstanding balance
    - ▶ 2018/2019 \$15,109.82 collected
  - ▶ Probation Fees
    - ▶ Approx. \$43,000 outstanding balance
    - ▶ 2018/2019 \$3,500 collected



# Collection Procedures

- ▶ Phone calls
- ▶ Letters
- ▶ Small Claims Judgements
- ▶ Bank account Seizures
- ▶ Intercept program thru the Franchise Tax Board (FTB)
  - ▶ FTB intercepts were approximately \$3,300 18/19 FY



Questions & Comments



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**Departments: Paramedics**

**TIME REQUIRED** 20 minutes

**PERSONS APPEARING BEFORE THE BOARD** Chris Mokracek

**SUBJECT** Proposed Annual Ambulance Services Subscription Program for Mono County Emergency Medical Services

**AGENDA DESCRIPTION:**

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

The Mono County Emergency Medical Services (MCEMS) Ambulance Subscription program is a voluntary ground ambulance services subscription program operated by MCEMS, available only to Mono County residents at a cost of \$65 per year.

**RECOMMENDED ACTION:**

Adopt proposed resolution R19-\_\_\_\_, authorizing Mono County Emergency Medical Services to offer an annual ambulance services subscription program to Mono County residents. Provide any desired direction to staff.

**FISCAL IMPACT:**

The new program is anticipated to generate annual revenues of between \$35,000 to \$50,000.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** / cmokracek@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report EMS Subscription</a>
<input type="checkbox"/> <a href="#">Sample EMS Subscription Informational Materials</a>
<input type="checkbox"/> <a href="#">Sample EMS Subscription Agreement</a>
<input type="checkbox"/> <a href="#">Resolution EMS Subscription</a>
<input type="checkbox"/> <a href="#">Exh A to Resolution EMS Subscription 1 of 2</a>
<input type="checkbox"/> <a href="#">Exh A to Resolution EMS Subscription 2 of 2</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/8/2019 4:06 PM	County Administrative Office	Yes
7/31/2019 5:17 PM	County Counsel	Yes
8/6/2019 3:18 PM	Finance	Yes



MONO COUNTY  
EMERGENCY MEDICAL SERVICES

**DATE:** July 25, 2019  
**TO:** Honorable Board of Supervisors  
**FROM:** Chris Mokracek, EMS Chief  
**SUBJECT:** Proposed Ambulance Subscription Program for Mono County Emergency Medical Services

**Recommendation:**

Approve the implementation of a county-wide ambulance subscription program to be administered by Mono County EMS.

**Discussion:**

The ambulance subscription program is a voluntary subscription program offered by Mono County EMS (MCEMS). All residents of Mono County are eligible to join. Subscribers receive no "out-of-pocket cost" for up to three "medically necessary" emergency ambulance transports, per eligible household member, provided by MCEMS.

The \$65 annual subscription fee covers dependents living at the subscriber's residence, as defined in the Subscription Program Agreement.

Some Insurance policies and Medi-Cal plans provide "payment in full" coverage for emergency treatment and ambulance transportation. For this type of coverage, they are already protected against "out-of-pocket" expenses. They may still wish to join the subscription program to provide coverage for visitors and other members within the household who may not have the same coverage.

Documents substantially similar to the attached will be used to implement the proposed subscription program.

**Fiscal Impact:**

Anticipated revenue for FY2019/20 of \$35,000-\$50,000.

## **Subscription Program Information**

### **Mono County EMS Ambulance Subscription Program**

(A) **BEFORE YOU PURCHASE:** If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by an Ambulance Plan may duplicate the benefits provided by your HMO or other health insurance. If you have a question regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

(B) **WARNING:** This Ambulance Subscription Program is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. This may occur when the 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when this Ambulance Subscription Program is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

(C) **COMPLAINTS:** For complaints regarding this Ambulance Subscription Program, first attempt to call the Program at 1-760-932-5485. If the Program fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1-888-466-2219. The Department's website is <http://www.healthhelp.ca.gov>. You may obtain complaint forms and instructions online.”

(D) **OPERATING UNDER CONDITIONAL EXEMPTION:** This Ambulance Subscription Program is operating pursuant to an exemption from the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 et seq.). Cal. Code Regs. tit. 28, § 1300.43.3.

#### **Ambulance Subscription Program Description:**

The Mono County EMS Ambulance Subscription program is a voluntary ground ambulance services subscription program operated by Mono County Emergency Medical Services (MCEMS), available only to Mono County residents at a cost of **\$65 per year**.

#### **Subscription is Not Insurance:**

All coverage for ambulance services is in addition to any medical insurance/coverage benefits subscribers may have. MCEMS will bill insurance or other coverage for charges subscribers incur for ambulance services provided by MCEMS and MCEMS is entitled to receive all insurance/other benefits for MCEMS services provided to subscribers, up to the total amount owed to MCEMS for such services.

Persons who receive Medicaid or Medi-Cal medical benefits need not have a Subscription to have full coverage for Mono County EMS ambulance services under Medicaid/Medi-Cal. However, such persons may wish to subscribe to obtain program benefits for their dependents who reside with them but may not have the same medical benefits coverage.

**Benefits of Subscription - Within Mono County:**

A Subscription covers applicable out-of-pocket expenses for medically necessary emergency and non-emergency\* ground ambulance care and transportation provided by MCEMS within MCEMS's ambulance service areas. \*Non-emergency ground ambulance services are covered only to approved destinations, when medically necessary, and with prior physician authorization and documentation.

**Potential Benefits of Subscription – Outside Mono County:**

Other participating reciprocal agencies may extend subscriber benefits to areas outside MCEMS's ambulance service area[Mono County]. These benefits are limited to the terms of agreement in effect for the participating agency providing services at the time benefits are used. Subscribers who receive ambulance services from a participating agency may be eligible for benefits offered by that agency to its subscribers. The subscriber agrees to abide by the participating agency's terms of agreement. A current list of participating agencies is on file in the MCEMS business office and website. MCEMS is not responsible for the type, level, or quality of services provided by a participating agency nor is MCEMS financially responsible for any costs or charges for services provided by any other ambulance service provider. MCEMS is not responsible for the withdrawal of participating agencies. Participating agencies are subject to change without notice.

**Subscriber Responsibilities:**

Subscribers must pay an annual Subscription fee of \$65. Subscribers and all eligible household members must assign and transfer to MCEMS all rights and reimbursements for ambulance services from all insurance policies, plans, or other benefit programs subscribers may have, including all rights in any claim or third-party recovery, up to the total dollar amount of services incurred. Any subscriber or eligible household member who receives any insurance/benefit program payment for MCEMS ambulance services is required to promptly forward such payment to MCEMS. Subscribers and eligible household members must authorize the release of medical and other information by or to MCEMS as necessary for billing. Subscribers and eligible household members agree to provide, when requested, any or all information concerning insurance policies, plans, third party recovery, or other benefit programs they may have or be entitled to benefits from, and will cooperate and assist as necessary in any efforts to bill and collect such ambulance service reimbursements, including the completion and submission of documents or claim forms.

**Subscription Eligibility:**

Mono County residents may obtain a Mono County EMS Ambulance Subscription by submitting a properly completed Mono County EMS Ambulance Subscription Agreement (available from MCEMS) and paying the \$65 annual Subscription fee. The first person listed on the application form is the "Primary Subscriber." Non-residents of Mono County are not eligible for a Mono County EMS Subscription.

A Subscription includes all persons who are permanent residents of the same single-family occupancy, non-commercial residence within Mono County, live together as dependents of that family unit and are listed as such on income tax returns (including domestic partners, but excluding mere roomers or boarders). Such individuals are considered members of the same "household" for purposes of this program. Individuals not included in this definition must obtain a separate Subscription.

Anyone who joins a "household," as defined above, after the Subscription goes into effect can be added to that Subscription from the date MCEMS receives written notice from the "Primary Subscriber" that such an individual has joined that household. Only those persons who meet all Subscriber eligibility requirements, including the required assignment of medical insurance benefits AND are listed in the subscriber record at the time EMS services are rendered are eligible for benefits.

Subscribers agree to promptly notify MCEMS of any change in residence or any other change in facts pertaining to the eligibility of any individual included in a Subscription.

**Subscription Duration:**

Subscription benefits commence upon MCEMS's receipt and acceptance of both a properly completed application form and full payment of the \$65 Subscription fee, and benefits extend for one full year thereafter.

**Disclaimer:**

MCEMS reserves the right to add, modify, or delete any of the Subscription program terms and conditions completely or in part. All interpretations of Subscription terms and conditions shall be at the sole discretion of MCEMS. Subscriptions are non-transferable and non-refundable.

Violation of any term or conditions of the Mono County EMS Ambulance Subscription Program may result in Subscription revocation, forfeiture of Subscription benefits and an obligation to pay all balances in full.



**MONO COUNTY EMS AMBULANCE SUBSCRIPTION PROGRAM AGREEMENT**

This Agreement is between Mono County ("County") and, \_\_\_\_\_ ("Subscriber") residing at \_\_\_\_\_ in Mono County, California for participation in the Mono County Emergency Medical Services Ambulance Subscription Program ("Program"). Subject to the terms and conditions set forth below, the Program limits the Subscriber's financial obligation for Mono County Emergency Medical Services ambulance services not otherwise covered by insurance to the \$65 annual fee amount specified in this Agreement.

(A) **BEFORE YOU PURCHASE:** If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by an Ambulance Plan, including the Program, may duplicate the benefits provided by your HMO or other health insurance. If you have a question regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

(B) **WARNING:** This Ambulance Subscription Program is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. This may occur when the 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when this Ambulance Subscription Program is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

**Sign or initial here:** \_\_\_\_\_

(C) **COMPLAINTS:** For complaints regarding this Ambulance Subscription Program, first attempt to call the Program at 1-760-932-5485. If the Program fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1-888-466-2219. The Department's website is <http://www.healthhelp.ca.gov>. You may obtain complaint forms and instructions online."

(D) **OPERATING UNDER CONDITIONAL EXEMPTION:** This Ambulance Subscription Program is operating pursuant to an exemption from the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 et seq.). Cal. Code Regs. tit. 28, § 1300.43.3.

In consideration of the covenants and consideration contained herein, and other good and valuable consideration, the parties hereto agree as follows:

**TERMS**

1. **Subscription Period**

The subscription period is one year. Enrollment starts the date your completed application and subscription payment is received by Mono County Emergency Medical Services ("MONO COUNTY EMS").

2. **Subscription Renewal**

This Agreement is automatically renewed for additional subscription periods upon the payment of the Subscription fee in effect at the time of the renewal without executing a new agreement. However, MONO COUNTY EMS reserves the right to require subscribers to execute a new agreement upon expiration of a subscription period.

3. **Subscription Fee**

The annual fee for a subscription period, or any portion thereof, is sixty-five dollars (\$65) for a single or multiple person household. This fee is payable in advance and is a NON-REFUNDABLE FEE. The fee is forfeited in the event the Subscriber moves out of MONO COUNTY EMS's service area or terminates this Agreement. No refunds shall be issued in the event the Subscriber abuses the Program and membership is terminated pursuant to the terms of this Agreement.

4. **Subscription Benefits**

A Subscriber who has fully executed and satisfied the terms of this Agreement and the Program, paid the subscription fee and meets eligibility requirements is entitled to no more than three (3) medically necessary basic life support services, advanced life support services or transportation for the subscription period for the Subscriber and for each of his or her eligible dependents. Payment in full for any ambulance transport by a private insurance company, etc., will not count toward this three-transport maximum. In the event that the Program fails to cover eligible ambulance services under the terms of this Agreement, the Subscriber or eligible dependent shall not be liable to Mono County for any sums owed by the Program for such ambulance services.

5. **Potential Benefits of Mono County EMS Subscription – Outside Mono County**

Other participating reciprocal agencies may extend subscriber benefits to areas outside MONO COUNTY EMS's service area [Mono County]. These benefits are limited to the terms of agreement in effect for the participating agency providing services at the time benefits are used. Subscribers who receive ambulance services from a participating agency may be eligible for benefits offered by that agency to its subscribers. The subscriber agrees to abide by the participating agency's terms of agreement. A current list of participating agencies is on file in the MCEMS business office and website. Mono County, its employees, officers, agents, volunteers and assigns are not responsible for the type, level, or quality of services provided by a participating agency nor is MONO COUNTY EMS financially responsible for any costs or charges for services provided by any other ambulance service provider. MONO COUNTY EMS is not responsible for the withdrawal of participating agencies. Participating agencies are subject to change without notice.

6. **Subscriber Eligibility**

Only people residing within the service area of MONO COUNTY EMS are eligible to enroll in the Program. Mono County residency may be subject to verification based on review of Subscriber's utility bills.

The following people are ineligible:

- A. Anyone with outstanding and unpaid bills for past MONO COUNTY EMS services rendered.
- B. Anyone whose subscription was terminated due to abuse of the Subscription Program.
- C. Corporations, partnerships, associations, cooperatives and all other organizations of people.

7. **Dependent Eligibility**

A MONO COUNTY EMS Subscription includes all permanent residents of the same single-family occupancy, non-commercial residence within Mono County who live together as dependents of that family unit and are listed as such on income tax returns (including domestic partners but excluding mere roomers or boarders). Such individuals are considered members of the same household for purposes of the Program. Individuals not included in this definition must obtain a separate subscription. For Subscribers living in a multi-unit or apartment building, the physical place of residence is limited to the unit, apartment or area occupied by the Subscriber.

To be eligible, a Subscriber's dependents, as defined above, must be enrolled with the MONO COUNTY EMS at the time MONO COUNTY EMS ambulance services are provided. It is the sole duty of the Subscriber to inform MONO COUNTY EMS, in writing of any additions or deletions of persons listed as eligible dependents. Only those persons who meet all subscriber eligibility requirements, including the required assignment of insurance or medical benefits AND are listed in the subscriber record at the time EMS services are rendered are eligible for benefits.

Subscribers must promptly notify MONO COUNTY EMS of any change in residence or any other change in facts pertaining to the eligibility of any individual included in a MONO COUNTY EMS Subscription.

8. **Limitations on Benefits**

A. **Medically Necessary Services.** Enrollment in the Program does not entitle the Subscriber to receive MONO COUNTY EMS ambulance services or ambulance transportation services that are not medically necessary. "Medically necessary" is defined as a specific need for ambulance services or transportation where use of other services or forms of transportation, such as a private car or taxi, would be medically inappropriate. The absence of alternative services or methods of transportation does not, by itself, constitute medical necessity. If a Subscriber and/or eligible dependent requests MONO COUNTY EMS ambulance services and MONO COUNTY EMS determines that the services requested are not medically necessary, Subscriber/eligible dependent will be liable for the full actual charges for such services. If Subscriber or eligible dependent refuses transport. Subscriber/eligible dependents may be responsible for the full actual charges billed. MONO COUNTY EMS reserves the right to require physician certification of medical necessity.

B. **Origination and Destination of Trips and Services.** Only transportation initiated from within MONO COUNTY EMS's service area is covered by the Program. This includes medically necessary and approved transfers from healthcare facilities within the MONO COUNTY EMS service area to other facilities within 100 miles. Transportation to any location within MONO COUNTY EMS's service area is covered as well as to any medical facility in Inyo County, Douglas County, Carson City or Reno with physician approval. In all transportation, the destination shall be governed by existing medical protocols.

Subscriber/dependent will be responsible for all costs of transportation to locations not covered by the Program.

C. **Air Ambulance Services and Other Ambulance Services Are Not Included.**

The Subscriber/dependent is responsible for all costs for air flight ambulance services. No air ambulance services are provided by MONO COUNTY EMS and such services are only available through other ambulance operators. MONO COUNTY EMS does not exercise control over these services, and they are not included in the Program.

D. **Maximum Transports.** A maximum of three ambulance transports during each calendar year shall be covered under the terms of this Agreement for each individual subscriber and each eligible dependent participating in the Program. Payment in full of any ambulance transport by a private insurance company, etc., will not count toward this three-transport maximum.

E. **Assignment Prohibited.** Subscriber may not assign any rights or duties under this Agreement without formal approval executed in writing by MONO COUNTY EMS.

9. **No Change in MONO COUNTY EMS Duties**

Nothing in this Agreement shall be construed as imposing an additional duty on behalf of MONO COUNTY EMS to provide individual or special ambulance services to the Subscriber. The Subscriber understands and acknowledges that MONO COUNTY EMS provides ambulance services to the public and that this Agreement does not create a special duty or change or alter the priority MONO COUNTY EMS establishes for a response to a request for service.

10. **Medical Insurance**

Subscriber acknowledges and agrees that MONO COUNTY EMS has made no representations as to whether a Subscriber should or should not carry any type of insurance. This Agreement does not require Subscriber to carry medical insurance which covers ambulance service. In the event a Subscriber does carry medical insurance, Subscriber agrees to provide MONO COUNTY EMS all the insurance information requested at the time of enrollment. Subscriber agrees that MONO COUNTY EMS may seek reimbursement for the actual cost of the services it renders. To facilitate claims processing, Subscriber authorizes such payments to be made directly to MONO COUNTY EMS.

If Subscriber receives payment from any insurer or medical benefit provider for services provided by MONO COUNTY EMS, Subscriber shall promptly forward that payment to MONO COUNTY EMS. If Subscriber fails to remit any such payment to MONO COUNTY EMS, Subscriber's membership shall be terminated, and Subscriber will be billed for the full costs of services provided.

No reimbursement beyond the limits of the Subscriber's insurance, if any, shall be sought. If the Subscriber's or eligible dependent's insurance carrier denies a claim as medically unnecessary, MONO COUNTY EMS will exhaust all appeals to accomplish payment. If the appeals fail, the Subscriber/dependent shall be responsible for all costs incurred for the ambulance service provided for that claim.

Persons who receive Medicaid or Medi-Cal medical benefits need not subscribe in order to have full coverage for services under Medicaid or Medi-Cal. Therefore, persons who receive Medicaid/Medi-Cal need not apply for a MONO COUNTY EMS Subscription. However, such persons may subscribe to the Program to provide coverage for their eligible dependent household members who do not have the same coverage.

11. **Assignment of Insurance Benefits (for subscribers with insurance)**

Subscriber assigns and authorizes payment of insurance or other benefits for ambulance services directly to MONO COUNTY EMS, according to the terms of this Agreement and as itemized on claim forms. The subscription fee covers any applicable deductible, co-insurance, or co-payment and Subscriber expects and understands that the usual and customary insurance reimbursement for ambulance services will be paid directly to MONO COUNTY EMS.

12. **Liability under this Agreement**

Nothing in this Agreement shall be construed as changing or altering the liability of Mono County, its employees, officers, agents, volunteers and assigns for negligent acts or omissions. As to matters covered by this Agreement, Subscriber hereby agrees to indemnify and hold harmless Mono County, its employees, officers, agents, volunteers and assigns against any and all liability, claims, demands, costs, losses and expenses, including attorney fees, for damage to property or injury including death to persons arising, or asserted to have arisen from the active or passive negligence or actual or alleged breach or default of this Agreement by Mono County, its agents, representatives, volunteers or employees whether sole or contributory.

13. **General Matters**

A. This Agreement contains the entire agreement between the parties, and any statement, promise or inducement made by either party or agent of either party not contained in this written Agreement shall not be valid or binding, except for rules or conditions of the Program established by MONO COUNTY EMS.

B. This Agreement may not be enlarged, modified or altered except in writing by MONO COUNTY EMS.

C. The headings appearing in this Agreement have been inserted for convenience and ready reference and they do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

D. All notices required by this Agreement shall be in writing, must be sent to the addresses provided herein and are deemed effective upon placement in the United States Mail, postage prepaid.

E. This Agreement shall be enforced and construed according to the laws of the State of California.

F. A copy of this Agreement may be used in place of the original Agreement.

G. The address of the Subscriber is as listed above. The address and phone number for MONO COUNTY EMS is as follows:

Mono County Emergency Medical Services  
Ambulance Subscription Division  
P.O. Box 511  
Bridgeport, CA 93517  
(760) 932-5485

14. **Cancellation**

MONO COUNTY EMS reserves the right to cancel and refund a prorated portion of the Subscriber's enrollment fee based upon the unexpired enrollment period if the Mono County Board of Supervisors determines that the operation of this Agreement is no longer in the best interest of Mono County. MONO COUNTY EMS will notify all Subscribers through regular mail at least thirty (30) days prior to canceling this Agreement.

15. **Grievances**

Grievances should be directed to Mono County Emergency Medical Services, Ambulance Subscription Division, P.O. Box 511, Bridgeport, CA 93517, phone (760) 932-5485. A form for registering a written grievance is available from MONO COUNTY EMS offices, 199 Twin Lakes Road, Bridgeport, CA 93517, and on its Website at <https://www.monocounty.ca.gov/ems>.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and intend to be legally bound thereby.

**I HAVE READ THE FORGOING MONO COUNTY EMS AMBULANCE SUBSCRIPTION PROGRAM AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. I AUTHORIZE PAYMENT OF INSURANCE AND MEDICAL BENEFITS FOR AMBULANCE SERVICE DIRECTLY TO MONO COUNTY EMS. MY SIGNATURE ON THIS APPLICATION ALSO AUTHORIZES MONO COUNTY EMS TO SUBMIT ANY CLAIMS OR BILL TO ANY HEALTH INSURANCE OR MEDICAL BENEFIT PLAN OF WHICH I AM A MEMBER.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Subscriber Name (printed)

\_\_\_\_\_  
Subscriber Signature

**List below all household members eligible for this Mono County EMS Subscription**

Eligible household members are permanent residents of the same single-family occupancy, non-commercial residence within Mono County who live together as dependents of that family unit and are listed as such on income tax returns (including domestic partners but excluding mere roomers or boarders). Individuals not included in this definition must obtain a separate subscription. For Subscribers living in a multi-unit or apartment building, the physical place of residence is limited to the unit, apartment or area occupied by the Subscriber.

**Please print full name, including any last name different from Primary Subscriber's last name.**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

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Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

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\_\_\_\_\_  
**Approved by MONO COUNTY EMS** MONO COUNTY EMS

Date complete application and \$65 payment received by Mono County EMS: \_\_\_\_\_



R19-\_\_

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING MONO COUNTY EMERGENCY MEDICAL SERVICES TO  
OFFER AN ANNUAL AMBULANCE SERVICES SUBSCRIPTION PROGRAM  
TO MONO COUNTY RESIDENTS**

**WHEREAS**, Mono County departments are authorized by applicable provisions of state law and the Mono County Code to provide various services, including emergency medical services and ambulance transport;

**WHEREAS**, the Mono County department of Emergency Medical Services is authorized to offer an ambulance services subscription program pursuant to an exemption to the Knox-Keene Health Care Service Plan Act (Health & Safety Code §1340 *et seq.*; Cal. Code Regs. Title 28 §1300.43.3); and

**WHEREAS**, the Board has determined that it would be in the best interests of Mono County and its residents to offer an ambulance services subscription program with an annual fee of \$65, to be implemented with information, terms and conditions substantially similar to those set forth in Exhibit A hereto.

**NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS  
RESOLVES:**

**SECTION ONE:** Mono County EMS may offer a subscription program for ambulance services provided to Mono County residents, with an annual subscription rate of \$65.00 and terms and conditions in substantial conformity with those set forth in the documents attached as Exhibit A.

**PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of August 2019, by the following vote of the Mono County Board of Supervisors:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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\_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel

Exhibit A



## Subscription Program Information

### Mono County EMS Ambulance Subscription Program

(A) **BEFORE YOU PURCHASE:** If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by an Ambulance Plan may duplicate the benefits provided by your HMO or other health insurance. If you have a question regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

(B) **WARNING:** This Ambulance Subscription Program is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. This may occur when the 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when this Ambulance Subscription Program is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

(C) **COMPLAINTS:** For complaints regarding this Ambulance Subscription Program, first attempt to call the Program at 1-760-932-5485. If the Program fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1-888-466-2219. The Department's website is <http://www.healthhelp.ca.gov>. You may obtain complaint forms and instructions online."

(D) **OPERATING UNDER CONDITIONAL EXEMPTION:** This Ambulance Subscription Program is operating pursuant to an exemption from the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 et seq.). Cal. Code Regs. tit. 28, § 1300.43.3.

### Ambulance Subscription Program Description:

The Mono County EMS Ambulance Subscription program is a voluntary ground ambulance services subscription program operated by Mono County Emergency Medical Services (MCEMS), available only to Mono County residents at a cost of **\$65 per year**.

### Subscription is Not Insurance:

All coverage for ambulance services is in addition to any medical insurance/coverage benefits subscribers may have. MCEMS will bill insurance or other coverage for charges subscribers incur for ambulance services provided by MCEMS and MCEMS is entitled to receive all insurance/other benefits for MCEMS services provided to subscribers, up to the total amount owed to MCEMS for such services.

Persons who receive Medicaid or Medi-Cal medical benefits need not have a Subscription to have full coverage for Mono County EMS ambulance services under Medicaid/Medi-Cal. However, such persons may wish to subscribe to obtain program benefits for their dependents who reside with them but may not have the same medical benefits coverage.

### **Benefits of Subscription - Within Mono County:**

A Subscription covers applicable out-of-pocket expenses for medically necessary emergency and non-emergency\* ground ambulance care and transportation provided by MCEMS within MCEMS's ambulance service areas. \*Non-emergency ground ambulance services are covered only to approved destinations, when medically necessary, and with prior physician authorization and documentation.

### **Potential Benefits of Subscription – Outside Mono County:**

Other participating reciprocal agencies may extend subscriber benefits to areas outside MCEMS's ambulance service area[Mono County]. These benefits are limited to the terms of agreement in effect for the participating agency providing services at the time benefits are used. Subscribers who receive ambulance services from a participating agency may be eligible for benefits offered by that agency to its subscribers. The subscriber agrees to abide by the participating agency's terms of agreement. A current list of participating agencies is on file in the MCEMS business office and website. MCEMS is not responsible for the type, level, or quality of services provided by a participating agency nor is MCEMS financially responsible for any costs or charges for services provided by any other ambulance service provider. MCEMS is not responsible for the withdrawal of participating agencies. Participating agencies are subject to change without notice.

### **Subscriber Responsibilities:**

Subscribers must pay an annual Subscription fee of \$65. Subscribers and all eligible household members must assign and transfer to MCEMS all rights and reimbursements for ambulance services from all insurance policies, plans, or other benefit programs subscribers may have, including all rights in any claim or third-party recovery, up to the total dollar amount of services incurred. Any subscriber or eligible household member who receives any insurance/benefit program payment for MCEMS ambulance services is required to promptly forward such payment to MCEMS. Subscribers and eligible household members must authorize the release of medical and other information by or to MCEMS as necessary for billing. Subscribers and eligible household members agree to provide, when requested, any or all information concerning insurance policies, plans, third party recovery, or other benefit programs they may have or be entitled to benefits from, and will cooperate and assist as necessary in any efforts to bill and collect such ambulance service reimbursements, including the completion and submission of documents or claim forms.

### **Subscription Eligibility:**

Mono County residents may obtain a Mono County EMS Ambulance Subscription by submitting a properly completed Mono County EMS Ambulance Subscription Agreement (available from MCEMS) and paying the \$65 annual Subscription fee. The first person listed on the application form is the "Primary Subscriber." Non-residents of Mono County are not eligible for a Mono County EMS Subscription.

A Subscription includes all persons who are permanent residents of the same single-family occupancy, non-commercial residence within Mono County, live together as dependents of that family unit and are listed as such on income tax returns (including domestic partners, but excluding mere roomers or boarders). Such individuals are considered members of the same "household" for purposes of this program. Individuals not included in this definition must obtain a separate Subscription.

Anyone who joins a "household," as defined above, after the Subscription goes into effect can be added to that Subscription from the date MCEMS receives written notice from the "Primary Subscriber" that such an individual has joined that household. Only those persons who meet all Subscriber eligibility requirements, including the required assignment of medical insurance benefits AND are listed in the subscriber record at the time EMS services are rendered are eligible for benefits.

Subscribers agree to promptly notify MCEMS of any change in residence or any other change in facts pertaining to the eligibility of any individual included in a Subscription.

**Subscription Duration:**

Subscription benefits commence upon MCEMS's receipt and acceptance of both a properly completed application form and full payment of the \$65 Subscription fee, and benefits extend for one full year thereafter.

**Disclaimer:**

MCEMS reserves the right to add, modify, or delete any of the Subscription program terms and conditions completely or in part. All interpretations of Subscription terms and conditions shall be at the sole discretion of MCEMS. Subscriptions are non-transferable and non-refundable.

Violation of any term or conditions of the Mono County EMS Ambulance Subscription Program may result in Subscription revocation, forfeiture of Subscription benefits and an obligation to pay all balances in full.

## MONO COUNTY EMS AMBULANCE SUBSCRIPTION PROGRAM AGREEMENT

This Agreement is between Mono County ("County") and, \_\_\_\_\_ ("Subscriber") residing at \_\_\_\_\_ in Mono County, California for participation in the Mono County Emergency Medical Services Ambulance Subscription Program ("Program"). Subject to the terms and conditions set forth below, the Program limits the Subscriber's financial obligation for Mono County Emergency Medical Services ambulance services not otherwise covered by insurance to the \$65 annual fee amount specified in this Agreement.

(A) **BEFORE YOU PURCHASE:** If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by an Ambulance Plan, including the Program, may duplicate the benefits provided by your HMO or other health insurance. If you have a question regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

(B) **WARNING:** This Ambulance Subscription Program is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. This may occur when the 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when this Ambulance Subscription Program is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

**Sign or initial here:** \_\_\_\_\_

(C) **COMPLAINTS:** For complaints regarding this Ambulance Subscription Program, first attempt to call the Program at 1-760-932-5485. If the Program fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1-888-466-2219. The Department's website is <http://www.healthhelp.ca.gov>. You may obtain complaint forms and instructions online."

(D) **OPERATING UNDER CONDITIONAL EXEMPTION:** This Ambulance Subscription Program is operating pursuant to an exemption from the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 et seq.). Cal. Code Regs. tit. 28, § 1300.43.3.

In consideration of the covenants and consideration contained herein, and other good and valuable consideration, the parties hereto agree as follows:

### TERMS

#### 1. Subscription Period

The subscription period is one year. Enrollment starts the date your completed application and subscription payment is received by Mono County Emergency Medical Services ("MONO COUNTY EMS").

#### 2. Subscription Renewal

This Agreement is automatically renewed for additional subscription periods upon the payment of the Subscription fee in effect at the time of the renewal without executing a new agreement. However, MONO COUNTY EMS reserves the right to require subscribers to execute a new agreement upon expiration of a subscription period.

#### 3. Subscription Fee

The annual fee for a subscription period, or any portion thereof, is sixty-five dollars (\$65) for a single or multiple person household. This fee is payable in advance and is a NON-REFUNDABLE FEE. The fee is forfeited in the event the Subscriber moves out of MONO COUNTY EMS's service area or terminates this Agreement. No refunds shall be issued in the event the Subscriber abuses the Program and membership is terminated pursuant to the terms of this Agreement.

#### 4. Subscription Benefits

A Subscriber who has fully executed and satisfied the terms of this Agreement and the Program, paid the subscription fee and meets eligibility requirements is entitled to no more than three (3) medically necessary basic life support services, advanced life support services or transportation for the subscription period for the Subscriber and for each of his or her eligible dependents. Payment in full for any ambulance transport by a private insurance company, etc., will not count toward this three-transport maximum. In the event that the Program fails to cover eligible ambulance services under the terms of this Agreement, the Subscriber or eligible dependent shall not be liable to Mono County for any sums owed by the Program for such ambulance services.

5. **Potential Benefits of Mono County EMS Subscription – Outside Mono County**

Other participating reciprocal agencies may extend subscriber benefits to areas outside MONO COUNTY EMS's service area [Mono County]. These benefits are limited to the terms of agreement in effect for the participating agency providing services at the time benefits are used. Subscribers who receive ambulance services from a participating agency may be eligible for benefits offered by that agency to its subscribers. The subscriber agrees to abide by the participating agency's terms of agreement. A current list of participating agencies is on file in the MCEMS business office and website. Mono County, its employees, officers, agents, volunteers and assigns are not responsible for the type, level, or quality of services provided by a participating agency nor is MONO COUNTY EMS financially responsible for any costs or charges for services provided by any other ambulance service provider. MONO COUNTY EMS is not responsible for the withdrawal of participating agencies. Participating agencies are subject to change without notice.

6. **Subscriber Eligibility**

Only people residing within the service area of MONO COUNTY EMS are eligible to enroll in the Program. Mono County residency may be subject to verification based on review of Subscriber's utility bills.

The following people are ineligible:

- A. Anyone with outstanding and unpaid bills for past MONO COUNTY EMS services rendered.
- B. Anyone whose subscription was terminated due to abuse of the Subscription Program.
- C. Corporations, partnerships, associations, cooperatives and all other organizations of people.

7. **Dependent Eligibility**

A MONO COUNTY EMS Subscription includes all permanent residents of the same single-family occupancy, non-commercial residence within Mono County who live together as dependents of that family unit and are listed as such on income tax returns (including domestic partners but excluding mere roomers or boarders). Such individuals are considered members of the same household for purposes of the Program. Individuals not included in this definition must obtain a separate subscription. For Subscribers living in a multi-unit or apartment building, the physical place of residence is limited to the unit, apartment or area occupied by the Subscriber.

To be eligible, a Subscriber's dependents, as defined above, must be enrolled with the MONO COUNTY EMS at the time MONO COUNTY EMS ambulance services are provided. It is the sole duty of the Subscriber to inform MONO COUNTY EMS, in writing of any additions or deletions of persons listed as eligible dependents. Only those persons who meet all subscriber eligibility requirements, including the required assignment of insurance or medical benefits AND are listed in the subscriber record at the time EMS services are rendered are eligible for benefits.

Subscribers must promptly notify MONO COUNTY EMS of any change in residence or any other change in facts pertaining to the eligibility of any individual included in a MONO COUNTY EMS Subscription.

8. **Limitations on Benefits**

A. **Medically Necessary Services.** Enrollment in the Program does not entitle the Subscriber to receive MONO COUNTY EMS ambulance services or ambulance transportation services that are not medically necessary. "Medically necessary" is defined as a specific need for ambulance services or transportation where use of other services or forms of transportation, such as a private car or taxi, would be medically inappropriate. The absence of alternative services or methods of transportation does not, by itself, constitute medical necessity. If a Subscriber and/or eligible dependent requests MONO COUNTY EMS ambulance services and MONO COUNTY EMS determines that the services requested are not medically necessary, Subscriber/eligible dependent will be liable for the full actual charges for such services. If Subscriber or eligible dependent refuses transport. Subscriber/eligible dependents may be responsible for the full actual charges billed. MONO COUNTY EMS reserves the right to require physician certification of medical necessity.

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Program.

C. **Air Ambulance Services and Other Ambulance Services Are Not Included.**

The Subscriber/dependent is responsible for all costs for air flight ambulance services. No air ambulance services are provided by MONO COUNTY EMS and such services are only available through other ambulance operators. MONO COUNTY EMS does not exercise control over these services, and they are not included in the Program.

D. **Maximum Transports.** A maximum of three ambulance transports during each calendar year shall be covered under the terms of this Agreement for each individual subscriber and each eligible dependent participating in the Program. Payment in full of any ambulance transport by a private insurance company, etc., will not count toward this three-transport maximum.

E. **Assignment Prohibited.** Subscriber may not assign any rights or duties under this Agreement without formal approval executed in writing by MONO COUNTY EMS.

9. **No Change in MONO COUNTY EMS Duties**

Nothing in this Agreement shall be construed as imposing an additional duty on behalf of MONO COUNTY EMS to provide individual or special ambulance services to the Subscriber. The Subscriber understands and acknowledges that MONO COUNTY EMS provides ambulance services to the public and that this Agreement does not create a special duty or change or alter the priority MONO COUNTY EMS establishes for a response to a request for service.

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If Subscriber receives payment from any insurer or medical benefit provider for services provided by MONO COUNTY EMS, Subscriber shall promptly forward that payment to MONO COUNTY EMS. If Subscriber fails to remit any such payment to MONO COUNTY EMS, Subscriber's membership shall be terminated, and Subscriber will be billed for the full costs of services provided.

No reimbursement beyond the limits of the Subscriber's insurance, if any, shall be sought. If the Subscriber's or eligible dependent's insurance carrier denies a claim as medically unnecessary, MONO COUNTY EMS will exhaust all appeals to accomplish payment. If the appeals fail, the Subscriber/dependent shall be responsible for all costs incurred for the ambulance service provided for that claim.

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12. **Liability under this Agreement**

Nothing in this Agreement shall be construed as changing or altering the liability of Mono County, its employees, officers, agents, volunteers and assigns for negligent acts or omissions. As to matters covered by this Agreement, Subscriber hereby agrees to indemnify and hold harmless Mono County, its employees, officers, agents, volunteers and assigns against any and all liability, claims, demands, costs, losses and expenses, including attorney fees, for damage to property or injury including death to persons arising, or asserted to have arisen from the active or passive negligence or actual or alleged breach or default of this Agreement by Mono County, its agents, representatives, volunteers or employees whether sole or contributory.

13. **General Matters**

A. This Agreement contains the entire agreement between the parties, and any

statement, promise or inducement made by either party or agent of either party not contained in this written Agreement shall not be valid or binding, except for rules or conditions of the Program established by MONO COUNTY EMS.

B. This Agreement may not be enlarged, modified or altered except in writing by MONO COUNTY EMS.

C. The headings appearing in this Agreement have been inserted for convenience and ready reference and they do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

D. All notices required by this Agreement shall be in writing, must be sent to the addresses provided herein and are deemed effective upon placement in the United States Mail, postage prepaid.

E. This Agreement shall be enforced and construed according to the laws of the State of California.

F. A copy of this Agreement may be used in place of the original Agreement.

G. The address of the Subscriber is as listed above. The address and phone number for MONO COUNTY EMS is as follows:

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Ambulance Subscription Division  
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Grievances should be directed to Mono County Emergency Medical Services, Ambulance Subscription Division, P.O. Box 511, Bridgeport, CA 93517, phone (760) 932-5485. A form for registering a written grievance is available from MONO COUNTY EMS offices, 199 Twin Lakes Road, Bridgeport, CA 93517, and on its Website at <https://www.monocounty.ca.gov/ems>.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and intend to be legally bound thereby.

**I HAVE READ THE FORGOING MONO COUNTY EMS AMBULANCE SUBSCRIPTION PROGRAM AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. I AUTHORIZE PAYMENT OF INSURANCE AND MEDICAL BENEFITS FOR AMBULANCE SERVICE DIRECTLY TO MONO COUNTY EMS. MY SIGNATURE ON THIS APPLICATION ALSO AUTHORIZES MONO COUNTY EMS TO SUBMIT ANY CLAIMS OR BILL TO ANY HEALTH INSURANCE OR MEDICAL BENEFIT PLAN OF WHICH I AM A MEMBER.**

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Subscriber Name (printed)

\_\_\_\_\_  
Subscriber Signature

**List below all household members eligible for this Mono County EMS Subscription**

Eligible household members are permanent residents of the same single-family occupancy, non-commercial residence within Mono County who live together as dependents of that family unit and are listed as such on income tax returns (including domestic partners but excluding mere roomers or boarders). Individuals not included in this definition must obtain a separate subscription. For Subscribers living in a multi-unit or apartment building, the physical place of residence is limited to the unit, apartment or area occupied by the Subscriber.

**Please print full name, including any last name different from Primary Subscriber's last name.**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Relationship: \_\_\_\_\_

\*\*\*\*\*

[Redacted Signature Area]

Approved by MONO COUNTY EMS \_\_\_\_\_ MONO COUNTY EMS \_\_\_\_\_

Date complete application and \$65 payment received by Mono County EMS: \_\_\_\_\_





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 13, 2019

**Departments: Emergency Medical Services**

**TIME REQUIRED** 15 Minutes

**PERSONS APPEARING BEFORE THE BOARD** Chris Mokracek

**SUBJECT** Public Hearing on Proposed Fees for Emergency Medical Services - Mono County Residents and Non-Residents

### AGENDA DESCRIPTION:

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

Public hearing to set new fee rates for emergency medical services provided by Mono County Paramedics, including setting different fee rates for residents and non-residents of Mono County.

### RECOMMENDED ACTION:

Conduct public hearing. Consider and potentially approve Resolution #19-\_\_, Adopting fee schedule for Emergency Medical Services for Mono County residents and non-residents. Provide any desired direction to staff.

### FISCAL IMPACT:

Increased revenue to Mono County EMS program of an unknown amount. New fees would take effect August 14, 2019.

**CONTACT NAME:** Anne Larsen

**PHONE/EMAIL:** 760 924-1707 / alarsen@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report - EMS Fees 2019</a>
<a href="#">Notice of Public Hearing EMS Fees</a>
<a href="#">Resolution - EMS fees</a>
<a href="#">Exhibit to Resolution - EMS fees</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/8/2019 4:07 PM	County Administrative Office	Yes
8/7/2019 12:16 PM	County Counsel	Yes
8/8/2019 7:44 AM	Finance	Yes



MONO COUNTY  
EMERGENCY MEDICAL SERVICES

**DATE:** July 25, 2019  
**TO:** Honorable Board of Supervisors  
**FROM:** Chris Mokracek, EMS Chief  
**SUBJECT:** Proposed FY2019/20 Ambulance Transport Rate Increase

**Recommendation:**

Adopt FY2019-20 ambulance transportation rate adjustment per Resolution R19-XXX for EMS ground transport providers in Mono County.

**Discussion:**

The Inland Counties Emergency Medical Agency (ICEMA) reviews ground ambulance transport fees for each County under its jurisdiction on an annual basis. Fees are adjusted based on a survey of six similar areas and the measured price change in the Consumer Price Index (CPI) for medical transportation.

These fees were last updated for Mono County in FY2018-19 and are reflected in Resolution R-18-50. The authority for ICEMA to review and recommend changes to the ground transport fees are provided under the EMS Act and as the contracted Local Emergency Medical Authority (LEMSA) for Mono County.

Non-resident patients account for 70% of our ambulance transports. A 10% additional non-resident charge to the base rate is based on a survey of similar agencies in the State of California and accounts for the disparity between property tax paying residents and visitors. Residency is based on the address given at time of service.

These fees will apply to all ground ambulance transportation units in Mono County.

**Fiscal Impact:**

This fee schedule is a 1.8% increase, with an additional 10% non-resident rate over the FY2018-19 fees, with a potential increase of \$90,000 in billing revenue.

**MONO COUNTY BOARD OF SUPERVISORS  
NOTICE OF PUBLIC HEARING  
PROPOSED FEE SCHEDULE - EMERGENCY MEDICAL SERVICES**

**NOTICE IS HEREBY GIVEN** THAT THE MONO COUNTY BOARD OF SUPERVISORS WILL CONDUCT A PUBLIC HEARING ON AUGUST 13, 2019, AT THE HOUR OF 9:00 AM, OR AS SOON AS POSSIBLE THEREAFTER, IN THE BOARD OF SUPERVISORS' CHAMBERS IN THE MONO COUNTY COURTHOUSE IN BRIDGEPORT, CALIFORNIA, TO CONSIDER WHETHER TO ADOPT A RESOLUTION THAT WOULD INCREASE VARIOUS FEES CHARGED BY MONO COUNTY FOR PROVIDING EMERGENCY MEDICAL SERVICES TO RESIDENTS AND NON-RESIDENTS OF MONO COUNTY.

THE FEES THAT WOULD BE ESTABLISHED BY THE PROPOSED RESOLUTION ARE SET FORTH BELOW, AND ARE BASED ON THE STANDARD TIME AND COST TO PERFORM THE SERVICES FOR WHICH THE PROPOSED FEES WOULD BE CHARGED.

AT THE AUGUST 13, 2019, PUBLIC HEARING THE BOARD WILL CONSIDER, AMONG OTHER THINGS, WHETHER THE PROPOSED FEES WILL MEET THE ESTIMATED REASONABLE COST TO MONO COUNTY OF PERFORMING THE SERVICES FOR WHICH THE FEES WOULD BE CHARGED AND WHETHER TO CHARGE HIGHER FEES TO NON-RESIDENTS OF MONO COUNTY. DATA AND OTHER INFORMATION CONCERNING THE ESTIMATED COST TO PROVIDE THE SERVICES AND THE SOURCES OF REVENUE THE COUNTY ANTICIPATES USING TO FUND THOSE SERVICES ARE AVAILABLE FOR PUBLIC REVIEW AT THE OFFICE OF THE CLERK OF THE MONO COUNTY BOARD OF SUPERVISORS LOCATED IN COURTHOUSE ANNEX ONE IN BRIDGEPORT.

ADVANCE COMMENT FROM THE PUBLIC IS WELCOME AND MAY BE SUBMITTED TO THE BOARD VIA U.S. MAIL AT P.O. BOX 715, BRIDGEPORT, CA 93517 OR VIA EMAIL AT SKENDALL@MONO.CA.GOV. ORAL AND WRITTEN COMMENTS MAY ALSO BE PRESENTED AT THE AUGUST 13, 2019, PUBLIC HEARING.

IF THE BOARD DETERMINES AT THE AUGUST 13, 2019, PUBLIC HEARING THAT IT WILL ADOPT THE PROPOSED SCHEDULE OF FEES, THE BOARD MAY ADOPT A RESOLUTION TO THAT EFFECT AND MAKE DECISIONS TO EFFECTUATE ITS INTENT TO ADOPT SUCH PROPOSED FEES.

FEES PROPOSED IN THE RESOLUTION ARE AS FOLLOWS:

**GROUND AMBULANCE RATES FOR MONO COUNTY RESIDENTS**

Advanced Life Support (ALS) Base Rate (All Inclusive)	\$1,852.98
ALS Non-Transport	No Charge
Basic Life Support (BLS) Rate	\$1,371.03
Emergency Fee	\$90.61
Oxygen	\$179.74
Night Charge	\$207.50
Critical Care Transport	\$1,982.68
Mileage (per mile or fraction thereof)	\$41.11
Wait Time (per 15-minute interval)	\$77.68
EKG	\$114.55

**GROUND AMBULANCE RATES FOR NON-RESIDENTS OF MONO COUNTY**

Advanced Life Support (ALS) Base Rate (All Inclusive)	\$2,038.28
ALS Non-Transport	No Charge
Basic Life Support (BLS) Rate	\$1,508.13
Emergency Fee	\$99.67
Oxygen	\$197.71
Night Charge	\$228.25
Critical Care Transport	\$2,180.95
Mileage (per mile or fraction thereof)	\$45.22
Wait Time (per 15-minute interval)	\$85.45
EKG	\$126.00

CURRENT MONO COUNTY EMERGENCY MEDICAL SERVICES GROUND AMBULANCE RATES FOR BOTH RESIDENTS AND NON-RESIDENTS OF MONO COUNTY ARE AS FOLLOWS:

Advanced Life Support (ALS) Base Rate (All Inclusive)	\$1,819.61
ALS Non-Transport	No Charge
Basic Life Support (BLS) Rate	\$1,346.34
Emergency Fee	\$88.98
Oxygen	\$176.50
Night Charge	\$203.76
Critical Care Transport	\$1,946.97

Mileage (per mile or fraction thereof)	\$40.37
Wait Time (per 15-minute interval)	\$76.28
EKG	\$112.49

FOR ADDITIONAL INFORMATION REGARDING THIS HEARING, CONTACT ANNE LARSEN AT 760-924-1707 OR BY EMAIL AT [ALARSEN@MONO.CA.GOV](mailto:ALARSEN@MONO.CA.GOV), OR CHRIS MOKRACEK AT 760-924-4632 OR BY EMAIL AT [CMOKRACEK@MONO.CA.GOV](mailto:CMOKRACEK@MONO.CA.GOV)



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
ADOPTING A FEE SCHEDULE FOR EMERGENCY MEDICAL SERVICES  
FOR MONO COUNTY RESIDENTS/ NON-RESIDENTS**

**WHEREAS**, Mono County departments are authorized and directed by applicable provisions of state law and the Mono County Code to provide various services, including emergency medical services;

**WHEREAS**, applicable provisions of state law and the Mono County Code authorize the County to charge fees for the services of its departments in amounts not to exceed the County's cost of providing such service;

**WHEREAS**, service fees now charged by Mono County for emergency medical services require adjustment to more accurately reflect the actual cost of providing such services;

**WHEREAS**, on August 7, 2018, this Board adopted emergency medical services fees specifically related to the direct cost to provide emergency medical services for fiscal year 2018-2019;

**WHEREAS**, by definition, service fees for emergency medical services are not a 'tax' and are exempt from voter approval pursuant to California Constitution Code Article XIIC, section 1, paragraphs (e)(1) [charge for specific benefit conferred]/ (2) [charge for specific service provided]);

**WHEREAS**, the Board recognizes the disparity between the amounts Mono County residents pay for emergency medical services through their Mono County property tax payments and the amounts paid by non-residents of Mono County;

**WHEREAS**, the Mono County Board of Supervisors has conducted a duly-noticed public hearing regarding the proposed adjusted service fees for emergency medical services provided by Mono County to both residents and non-residents of Mono County, as set forth in the attached exhibit, in accordance with applicable law;

**WHEREAS**, based on the testimony presented at public hearing, and the oral and written staff report presented to the Mono County Board of Supervisors in connection with the public hearing, the Board finds and determines that the adjusted service fees for emergency medical services set forth in the exhibit to this Resolution will not exceed Mono County's costs of providing the emergency medical services for which fees are charged; and

1  
2       **WHEREAS**, the interests of transparency, efficiency, fairness and convenience would be  
3 furthered by publishing a publicly available list of fees charged by Mono County for emergency  
4 medical services;

5       **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF  
6 MONO RESOLVES:**

7       **SECTION ONE:** The fee rates for emergency medical services set forth on the attached  
8 exhibit are hereby adopted and shall take effect on August 14, 2019. Any fees for emergency  
9 medical services or other services provided by Mono County not modified by the exhibit  
10 attached hereto shall remain in full force and effect.

11       **SECTION TWO:** This resolution shall not supersede or repeal any minute order or  
12 other resolution of the Board, except to the extent that the amount of an existing fee is expressly  
13 increased or otherwise modified by this Resolution.

14       **SECTION THREE:** The Mono County Finance Director is directed to maintain and  
15 make available for public inspection the list of fees for emergency medical services provided by  
16 Mono County attached as an exhibit hereto.

17       **PASSED, APPROVED and ADOPTED** this 13<sup>th</sup> day of August 2019, by the following  
18 vote of the Mono County Board of Supervisors:

19       **AYES:**  
20       **NOES:**  
21       **ABSENT:**  
22       **ABSTAIN:**

23  
24  
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32  

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John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

---

Clerk of the Board

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County Counsel



**MONO COUNTY EMERGENCY MEDICAL SERVICES**

**GROUND AMBULANCE RATES FOR MONO COUNTY RESIDENTS**

**EFFECTIVE AUGUST 14, 2019**

Advanced Life Support (ALS) Base Rate (All Inclusive)	\$1,852.98
ALS Non-Transport	No Charge
Basic Life Support (BLS) Rate	\$1,371.03
Emergency Fee	\$90.61
Oxygen	\$179.74
Night Charge	\$207.50
Critical Care Transport	\$1,982.68
Mileage (per mile or fraction thereof)	\$41.11
Wait Time (per 15-minute interval)	\$77.68
EKG	\$114.55

**GROUND AMBULANCE RATES FOR NON-RESIDENTS OF MONO COUNTY**

**EFFECTIVE AUGUST 14, 2019**

Advanced Life Support (ALS) Base Rate (All Inclusive)	\$2,038.28
ALS Non-Transport	No Charge
Basic Life Support (BLS) Rate	\$1,508.13
Emergency Fee	\$99.67
Oxygen	\$197.71
Night Charge	\$228.25
Critical Care Transport	\$2,180.95
Mileage (per mile or fraction thereof)	\$45.22
Wait Time (per 15-minute interval)	\$85.45
EKG	\$126.00



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**Departments: CAO**

**TIME REQUIRED** 30 minutes

**PERSONS APPEARING BEFORE THE BOARD** Kevin Carunchio

**SUBJECT** Emergency and Public Services in Eastern Madera County

**AGENDA DESCRIPTION:**

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

Identify and effect any modifications to the current MOU with Madera County from 1994.

**RECOMMENDED ACTION:**

Consider Madera County Board of Supervisors' letter dated May 31, 2019, regarding emergency and public services provided in eastern Madera County and provide direction to staff, including authorizing the County Administrator and County Counsel to work with counterparts in Madera County and the Town of Mammoth Lakes to identify and propose immediate amendments which could be made to the 1994 Memorandum of Understanding Among Madera County, Mono County and the Town of Mammoth Lakes Regarding Law Enforcement Duties For Areas of Madera County East of The Sierra Crest for consideration and approval by your Board and the other parties' governing bodies at a date in the relatively near future and which would remain in effect until a revised, comprehensive and updated MOU is approved.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Kevin Carunchio

**PHONE/EMAIL:** / kcarunchio@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Staff Report</a></p>
---

**History**

Time

Who

Approval

8/8/2019 4:08 PM	County Administrative Office	Yes
8/7/2019 6:22 PM	County Counsel	Yes
8/5/2019 5:09 PM	Finance	Yes



# County of Mono

## County Administrative Office

**Dave Butters**  
Human Resources Director

**Dave Wilbrecht**  
County Administrative Officer

**Jay Sloane**  
Risk Manager

**Date:** August 13, 2019

**To:** Honorable Board of Supervisors

**From:** Dave Wilbrecht, Interim CAO

**Re:** Emergency and Public Services Provided in Eastern Madera County

**Recommended Action:**

Consider Madera County Board of Supervisors' letter dated May 31, 2019, regarding emergency and public services provided in eastern Madera County and provide direction to staff, including authorizing the County Administrator and County Counsel to work with counterparts in Madera County and the Town of Mammoth Lakes to identify and propose amendments to the 1994 *Memorandum of Understanding Among Madera County, Mono County and the Town of Mammoth Lakes Regarding Law Enforcement Duties For Areas of Madera County East of The Sierra Crest* for consideration and approval by your Board and the other parties' governing bodies at a date in the relatively near future.

**Fiscal Impact:**

None. The time and resources anticipated as necessary to accomplish a limited amendment to 1994 MOU will be significantly less than those required to undertake either of the propositions recently rejected by the Madera County Board of Supervisors; an adjustment to Mono-Madera county boundary or developing and executing an updated and comprehensive MOU with all entities providing public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County. Making clarifying amendments to the 1994 MOU is, however, expected to result in Mono and Madera counties having a clearer understanding of how resources identified in the MOU may be utilized and compensated.

**Discussion:**

At its meeting on June 18, 2019, your Board of Supervisors received a letter from the Madera County Board of Supervisors responding to your Board's May 7<sup>th</sup> letter regarding emergency and public services provided by Mono County and other Eastside entities in eastern Madera County. The Madera Board declined the Mono County request to agendaize discussion of a possible boundary adjustment between the two counties. The Madera Board also indicated that it was unaware of any operational issues that would necessitate developing a new, comprehensive MOU to address expanded emergency services and other public services being provided by the County of Mono, as well other Mono-based entities in the Reds

Meadow/Middle Fork San Joaquin River area of Madera County. Your Board requested that the matter be agendaized for further discussion at a future Board of Supervisors meeting, in part so that Sheriff Braun could be available to share her insights and perspectives.

In addition to, and regardless of any other topics that may emerge from this and related discussions, it appears the most pressing and achievable need is to identify and effect any modifications to the current MOU which, although possibly perceived as relatively minor, are deemed important by either Madera or Mono counties, or the Town of Mammoth Lakes. It seems that both Mono and Madera counties are in agreement that the 1994 MOU could better clarify the respective understandings, assumptions and agreements under which the parties have been operating – more or less effectively – for the past quarter of a century.

The scope of such an amendment might, therefore, be best approached as providing clarification around existing tenets and agreements of the current MOU, rather than making wholesale changes or addressing the multiplicity of needs and issues previously identified by your Board in conversations with local stakeholders. Taking a “minimally effective dose” approach to any immediate changes will, hopefully, underscore the value of the MOU to both counties and the Town, and result in re-establishing continuity in the delivery of the emergency services contemplated in the original agreement.

Ideally, this process will also provide a means of continuing to discuss with Madera County some of more expansive issues that have been at the forefront of your Board’s recent actions regarding this topic. Acknowledging the proliferation of both emergency planning and response needs as well as other public services being provided in the Red’s Meadow area of Madera County, and how these might be addressed, is but one example. The parties need to discuss whether such expanded services can be best handled through subsequent amendments to the current MOU, or by the entities (not currently party to the 1994 MOU) entering into separate agreements with Madera County on an as needed basis.

If your Board authorizes this approach, staff will finish preparing and provide Madera County staff a draft of a simple amendment to the 1994 MOU which seeks to clarify the assumptions of the parties. If Madera County remains agreeable to working through the current MOU, an agreed upon amendment to the 1994 MOU will be presented for consideration by your Board, as well as the Madera County Board of Supervisors and the Town of Mammoth Lakes Town Council, as soon as practicable. Staff will provide your Board, stakeholders and the general public with regular updates on the status of these efforts.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**Departments:** Sheriff / Behavioral Health / EMS

**TIME REQUIRED** 1 hour

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sheriff Ingrid Braun / Behavioral  
Health Director Robin Roberts / EMS  
Director Chris Mokracek

**SUBJECT** Mental Health Mobile Crisis  
Response Team

**AGENDA DESCRIPTION:**

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

Presentation by Sheriff Ingrid Braun, Behavioral Health Director Robin Roberts and EMS Director Chris Mokracek regarding establishing a Mental Health Mobile Crisis Response Team.

**RECOMMENDED ACTION:**

None (informational only). Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** 760-932-7549 / ibraun@monosheriff.org

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)  
No Attachments Available

**History**

Time	Who	Approval
8/8/2019 4:06 PM	County Administrative Office	Yes
6/26/2019 11:16 AM	County Counsel	Yes
8/5/2019 4:43 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**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): Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. 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:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

**Time**

**Who**

**Approval**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Real Property  
Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 40 Willow Ave, Unit 5, June Lake, CA (Assessor's Parcel Number 016-195-005-000). Agency negotiator: Kathy Peterson. Negotiating parties: Larry Emerson for IMACA. Under negotiation: Price and terms of sale.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 760 924-1707 / kpeterson@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
8/8/2019 4:08 PM	County Administrative Office	Yes
8/7/2019 11:52 AM	County Counsel	Yes
8/8/2019 7:44 AM	Finance	Yes





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 13, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Cox v. Padilla, Sacramento Superior Court Case No.34-2019-80003090.*

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

---

### CONTACT NAME:

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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#### History

Time	Who	Approval
8/8/2019 4:08 PM	County Administrative Office	Yes
7/30/2019 10:24 AM	County Counsel	Yes
8/5/2019 5:07 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 13, 2019

**Departments: Community Development**

**TIME REQUIRED** PUBLIC HEARING - 1PM (1.5 hours) **PERSONS** Bentley Regher

**SUBJECT** General Plan Amendment 19-02,  
Including the 2019-2027 Housing  
Element **APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Public hearing regarding proposed General Plan Amendment (GPA 19-02) to adopt the Mono County Housing Element for 2019-2027, add emergency homeless shelters as a permitted use to the Public Facilities (PF) Land Use Designation (LUD), and add supportive/transitional housing as a permitted use to the Agriculture (AG) LUD.

### RECOMMENDED ACTION:

1. Conduct a public hearing on GPA 19-02 and the associated Addendum to the General Plan Environmental Impact Report, receive any additional public comments, deliberate the project, and make any desired modifications. 2. Consider and potentially approve Resolution 19-\_\_ making the required findings, certifying the Addendum, and adopting General Plan Amendment 19-02. 3. Provide any additional direction to staff.

### FISCAL IMPACT:

No impact at this time.

**CONTACT NAME:** Bentley Regher

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">staff report</a>
<a href="#">1. Public Hearing Notices</a>
<a href="#">2 CEQA Addendum for GPA 19-02</a>
<a href="#">3 Resolution with GPA 19-02 Exhibit</a>

**History****Time**

8/8/2019 4:07 PM

8/8/2019 4:44 PM

8/8/2019 7:44 AM

**Who**

County Administrative Office

County Counsel

Finance

**Approval**

Yes

Yes

Yes

# Mono County Community Development Department

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

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

August 13, 2019

**TO:** Honorable Board of Supervisors

**FROM:** Bentley Regehr – Planning Analyst  
Wendy Sugimura – Director

**RE:** General Plan Amendment 19-02 (GPA 19-02) to adopt the Mono County Housing Element for 2019-2027, add emergency homeless shelters as a permitted use to the Public Facilities (PF) Land Use Designation (LUD), and add supportive/transitional housing as a permitted use to the Agriculture (AG) LUD.

## **RECOMMENDATION**

1. Conduct a public hearing on GPA 19-02 and the associated Addendum to the General Plan Environmental Impact Report, receive any additional public comments, deliberate the project, and make any desired modifications.
2. Following the public hearing and project deliberations, approve Resolution 19-\_\_ making the required findings, certifying the Addendum, and adopting General Plan Amendment 19-02.
3. Provide any additional direction to staff.

## **FISCAL IMPACT**

No impact at this time.

## **ENVIRONMENTAL ANALYSIS**

An addendum (attached) to the Mono County 2015 General Plan Final Environmental Impact Report (EIR) was prepared for this project under CEQA §15164(a), which states an addendum to a previously certified EIR may be prepared if some changes or additions are necessary but none of the conditions described in §155162 calling for the preparation of a subsequent EIR have occurred. The addendum analyzes whether any of the conditions calling for a subsequent EIR have occurred and concludes they have not.

## **BACKGROUND**

The Housing Element is a required element of the General Plan and provides an analysis of the county's housing needs for all income levels and strategies to meet those needs. Unlike the other mandatory elements of the General Plan, the Housing Element is subject to detailed statutory requirements regarding its content and must be updated on a scheduled basis. The most recent cycle was five years, with the last update occurring in 2014. Mono County is now on an eight-year cycle that corresponds with the Regional Transportation Plan updates, meaning the newest iteration applies until 2027.

The Housing Element was created through extensive outreach, including 22 meetings with the various Regional Planning Advisory Committees (RPACs) across the county, four workshops with the

Planning Commission, and three workshops with the Board. The California Department of Housing and Community Development (HCD) has also reviewed and approved provided version. A timeline of key events is provided below:

October 27, 2017	Needs Assessment completed by BBC
Spring 2018	Creation of programs toolbox at RPACs
September 17, 2018	Workshop with Board of Supervisors to prioritize programs
February 2019	First draft presented to RPACs
February 21, 2019	First draft presented to Planning Commission for feedback Public comment period initiated (30 days)
March 12, 2019	First draft presented to Board of Supervisors for feedback
March 20, 2019	First draft submitted to HCD
May 30, 2019	Feedback received from HCD
June 12, 2019	Second submittal to HCD
July 1, 2019	Feedback on second submittal from HCD
July 30, 2019	Final draft recommended by Planning Commission
August 13, 2019	Final draft presented for adoption by Board of Supervisors

## DISCUSSION

The updated Housing Element must be approved by August 15, 2019, and will then be submitted to the state Housing and Community Development (HCD) Department for a compliance review. **If HCD requires additional modifications, a revised Housing Element may be brought back to the Board for subsequent approval.** Mono County must be deemed in compliance by Dec. 13, 2019, in order to retain the eight-year cycle.

The 2019 Mono County Housing Element is broken into three primary sections:

1. Goals and Policies – Identification of goals to promote adequate housing and the policies targeted at reaching them.
2. Technical Appendix – A detailed analysis of conditions in the County related to housing that lead to the creation of Section 1's goals and policies. The Technical Appendix includes a needs assessment, demographic context, site inventory, community-specific profiles, constraints, and identified special needs groups.
3. Progress Report – A summary of programs from the 2014 Housing Element Update and how those programs are modified for the current update.

GPA 19-02 also includes a proposed modification to permitted uses in Public Facilities (PF) and Agriculture (AG) land use designations to become compliant with state housing law. The General Plan must identify a zone where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit (Gov. Code §65583). The PF land use designation has been determined to provide adequate capacity for emergency shelters through the inventory analysis completed in the updated Housing Element. While emergency shelters would currently be permitted in PF by the public landowner, the proposed General Plan Amendment adds emergency shelters to the list of permitted uses to more clearly demonstrate compliance with state law. In the AG land use designation, transitional and supportive housing is being proposed as an outright permitted use. State law requires transitional housing and supportive housing to be considered a residential use of property and subject only to those restrictions that apply to other residential dwellings of the same type in the same zone (Gov. Code § 65650). Since residential uses such as a

single-family dwellings are outright permitted uses, transitional and supportive housing must also be listed as an outright permitted use.

The Planning Commission deliberated the proposed GPA 19-02 on July 30 and made the following modifications: include in the constraints section the difficulty of obtaining home insurance due to fire hazard and the constraints caused by demand for short-term rental housing, modify Program 1.11 to specify that the accessory dwelling units must be for long-term housing, verify the accuracy of the tables identifying vacant parcels, and authorize staff to make minor changes in response to input from the California Department of Housing and Community Development. These changes were made and are not tracked in the attached copy of the Housing Element.

A public hearing notice was published in The Sheet and The Mammoth Times on August 3, 2019, and no comments have been received as of the drafting of this staff report.

On July 31, further comments were received from HCD with additional modifications. These modifications have been made to the attached copy of the Housing Element in strikethrough and red text under the authority provided to staff by the Planning Commission. The changes requested by HCD include the following:

- Include a description of any discretionary action required for emergency homeless shelters in PF zoning;
- Include a definition of family or state the County does not define family;
- Address constraints to the construction of group homes and emergency shelters per Health and Safety Code sections 1267.8, 1267.9, and 1267.16;
- Revise the language in Program 2.11 per Government Code §65852.3 for accessory dwelling units;
- Revise the language in Program 4.6 per Government Code §65583(a)(4)(A) for transitional and supportive housing; and
- Revise language such as “explore” or “evaluate” to indicate implementation and beneficial impact.

Most of the edits fall under the last bullet point and result in language changes to more active verbs and a quantification of the benefit to be delivered. Many of these programs require outside resources such as a development application for successful implementation, given Mono County is not the entity building the units, and so those needed resources have also been listed under the program.

A complete copy of the proposed text amendments and 6<sup>th</sup> Cycle Housing Element in GPA 19-02 is attached to the adopting Resolution.

#### **ATTACHMENTS**

1. Public Hearing Notice
2. Addendum to the 2015 General Plan EIR
3. Resolution 19-02 including the following attachments: AG and PF Land Use Designation modifications and 2019 Housing Element Update

# MONO COUNTY PLANNING COMMISSION

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

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: July 30, 2019

To: The Sheet

From: CD Ritter

Re: Legal Notice for the **August 3** issue.

Format: **Please publish this General Plan Amendment as a minimum 1/8-page legal notice as required**

Invoice: Cara Isaac, PO Box 347, Mammoth Lakes, CA 93546

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## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Supervisors will conduct a public hearing on **August 13, 2019**, in the Board of Supervisors Chambers, Mono County Courthouse, Bridgeport, CA, to consider the following: **1:00 p.m. GENERAL PLAN AMENDMENT 19-02/Housing Element Update**. The Housing Element is a required element of the General Plan and provides an analysis of the county's housing needs for all income levels and strategies to meet those needs. It is subject to detailed statutory requirements regarding content and must be updated on an eight-year cycle, meaning the proposed element would apply until 2027. The Housing Element contains three sections: 1) Goals and Policies, which identifies programs that promote the production of housing; 2) Technical Appendix, which provides background information, including demographics and a detailed site inventory; and 3) Progress Report providing updates on programs from the prior Housing Element. GPA 19-02 also includes two changes to the Land Use Element to ensure internal consistency with the Housing Element and compliance with State law: emergency homeless shelters are added as a permitted use in the Public Facilities (PF) Land Use Designation (LUD), and supportive/transitional housing is added as a permitted use in the Agriculture (AG) LUD. The Planning Commission's recommendation on July 30 included the following amendments to the Housing Element: modifications to the constraints section to include the difficulty of obtaining home insurance due to fire hazard and the constraints caused by demand for short-term rental housing, modifying Program 1.11 to specify that the accessory dwelling units must be for long-term housing, verification of the accuracy of the tables identifying vacant parcels, and authorization to make minor changes in response to input from the California Department of Housing and Community Development. Project materials are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes. For more information call 760.924.1800. INTERESTED PERSONS may appear before the Board to present testimony or, prior to or at the hearing, file written correspondence with: Clerk of the Board of Supervisors, PO Box 715, Bridgeport, CA 93517. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Clerk of the Board of Supervisors at, or prior to, the public hearing.

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# MONO COUNTY PLANNING COMMISSION

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Mammoth Lakes, CA 93546  
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PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

July 30, 2019

To: Mammoth Times

From: CD Ritter

Re: Legal Notice for **August 1** edition

Invoice: Cara Isaac, PO Box 347, Mammoth Lakes, CA 93546

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## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Supervisors will conduct a public hearing on **August 13, 2019**, in the Board of Supervisors Chambers, Mono County Courthouse, Bridgeport, CA, to consider the following: **1:00 p.m. GENERAL PLAN AMENDMENT 19-02/Housing Element Update**. The Housing Element is a required element of the General Plan and provides an analysis of the county's housing needs for all income levels and strategies to meet those needs. It is subject to detailed statutory requirements regarding content and must be updated on an eight-year cycle, meaning the proposed element would apply until 2027. The Housing Element contains three sections: 1) Goals and Policies, which identifies programs that promote the production of housing; 2) Technical Appendix, which provides background information, including demographics and a detailed site inventory; and 3) Progress Report providing updates on programs from the prior Housing Element. GPA 19-02 also includes two changes to the Land Use Element to ensure internal consistency with the Housing Element and compliance with State law: emergency homeless shelters are added as a permitted use in the Public Facilities (PF) Land Use Designation (LUD), and supportive/transitional housing is added as a permitted use in the Agriculture (AG) LUD. The Planning Commission's recommendation on July 30 included the following amendments to the Housing Element: modifications to the constraints section to include the difficulty of obtaining home insurance due to fire hazard and the constraints caused by demand for short-term rental housing, modifying Program 1.11 to specify that the accessory dwelling units must be for long-term housing, verification of the accuracy of the tables identifying vacant parcels, and authorization to make minor changes in response to input from the California Department of Housing and Community Development. Project materials are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes. For more information call 760.924.1800. INTERESTED PERSONS may appear before the Board to present testimony or, prior to or at the hearing, file written correspondence with: Clerk of the Board of Supervisors, PO Box 715, Bridgeport, CA 93517. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Clerk of the Board of Supervisors at, or prior to, the public hearing.

###



**2019 Mono County Housing Element Update  
and Modifications to the AG and PF  
Land Use Designations**

**Environmental Impact Report (EIR)  
Addendum**

**July 2019**

**Mono County Community Development Department**

## I. INTRODUCTION

The proposed project is General Plan Amendment (GPA) 19-02, the adoption of an update for the Mono County Housing Element and modifications to the Agriculture (AG) and Public Facilities (PF) Land Use Designations (LUDs). An addendum to the Mono County General Plan Final Environmental Impact Report (SCH# 2014061029) is proposed for this project as allowed by Section 15164 (a) of the CEQA Guidelines:

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

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

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



## **II. PROJECT DESCRIPTION**

GPA 19-02 is the required update of the Mono County Housing Element. California State Housing Element law requires local governments to adequately plan to meet their existing and projected housing needs including their share of the regional housing need and requires the Housing Element to be updated on a scheduled basis. The most recent cycle was five years, with the last update occurring in 2014. Mono County is now on an eight-year cycle that corresponds with the Regional Transportation Plan updates, meaning the updated document applies until 2027. The Housing Element contains policies and programs to provide opportunities for housing development for all income groups, without unreasonable constraints on that development.

The current update involves a comprehensive menu of policies targeted at improving housing, a revision of demographic and economic information, an analysis of current housing needs for various special populations, an update of resources and constraints to the development of housing in Mono County, and a discussion of the progress made in implementing programs in the element since the last update in 2014.

GPA 19-02 also includes a proposed modification to permitted uses in Public Facilities (PF) and Agriculture (AG) land use designations (LUDs) to become compliant with state housing law. The General Plan must identify a zone where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit (*Gov. Code, § 65583*). The PF land use designation has been determined to provide adequate capacity for emergency shelters through the inventory analysis completed in the updated Housing Element. While emergency shelters would currently be permitted in PF by the public landowner, the proposed General Plan Amendment adds emergency shelters to the list of permitted uses to more clearly demonstrate compliance with state law. In the AG land use designation, transitional and supportive housing is being proposed as an outright permitted use. State law requires transitional housing and supportive housing to be considered a residential use of property and subject only to those restrictions that apply to other residential dwellings of the same type in the same zone (*Gov. Code, § 65650*). Since residential uses such as a single-family dwelling are outright permitted uses, transitional and supportive housing must also be listed as an outright permitted use.

## **III. DECISION NOT TO PREPARE A SUBSEQUENT EIR**

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

- (1) There are no substantial changes to the AG and PF land use designations or in the policies or programs in the Housing Element that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

*The policies and programs in the 2019 Update of the Mono County Housing Element do not impose any new significant environmental effects or increase the severity of identified effects. In addition, individual projects identified within the Housing Element will be covered by a project-level CEQA document at the time commitment is made to implement the project.*

*Under state law, supportive and transitional housing is considered a residential use and subject to the same standards as other residential housing, and therefore has the same impacts as other outright permitted residential housing. Similarly, emergency homeless shelters are subject to the same development and management standards that apply to residential or commercial development, and therefore have the same impacts as other outright permitted commercial and residential facilities in the PF LUD. Therefore, no new impacts will result from the changes to either the AG or PF LUD that were not already analyzed in the 2015 EIR.*

- (2) There are no substantial changes with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

*No revisions to the EIR are required, since the updated policies and programs and changes to the land use designations do not create or increase any environmental effects.*

- (3) There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified, that shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous EIR;  
or  
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR; or

*As discussed previously, the proposed update does not involve changes in the housing policies or programs that would create any new environmental impacts or increase severity, and the land use designation changes would not create any new impacts or increase severity. Updated information and analysis related to available sites and development practices did not uncover any new significant impacts.*

- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

*The update does not involve changes for many of the Housing Element's policies and programs and, for those that do involve change, the proposed changes are minor. None of the mitigation measures or alternatives previously found to not be feasible have been found to be feasible now. None of these mitigation measures or alternatives were related*

*to the land use designation changes, and therefore no mitigation measures related to these changes are feasible.*

- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

*There are no mitigation measures or alternatives associated with the updated policies and programs beyond those analyzed in the EIR that would substantially reduce impacts and, as discussed previously, no new impacts have been identified.*

#### **IV. CONCLUSION**

Based on the considerations and analyses presented above and based on the provisions contained in CEQA §15164[a]) as presented in its entirety in this Addendum, it is concluded that none of the conditions calling for preparation of a subsequent EIR have occurred. The County of Mono, acting as Lead Agency, has therefore determined that an Addendum to the adopted 2015 Mono County General Plan EIR is the appropriate CEQA document for the proposed General Plan Amendment 19-02.

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



**RESOLUTION NO. R19-02**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
ADOPTING GENERAL PLAN AMENDMENT 19-02: 2019 HOUSING ELEMENT AND  
MODIFICATIONS TO THE PF AND AG LAND USE DESIGNATIONS**

**WHEREAS**, Mono County completed a Housing Needs Assessment in the fall of 2017; and

**WHEREAS**, Mono County conducted 22 meetings with Regional Planning Advisory Committees to review the housing needs assessment, develop a housing program toolbox, and review the Housing Element update; and

**WHEREAS**, Mono County conducted eight meetings with the Planning Commission and Board of Supervisors to review the housing needs assessment, develop a housing program toolbox, and review the Housing Element update; and

**WHEREAS**, Mono County has a currently adopted a comprehensive Housing Element consistent with state law; and

**WHEREAS**, in accordance with state law, an update to the Housing Element has been prepared in consultation with the State Department of Housing and Community Development; and

**WHEREAS**, in accordance with state law, the Public Facilities (PF) land use designation is being modified to allow emergency homeless shelters as an outright permitted use and the Agricultural (AG) land use designation is being modified to allow supportive and transitional housing as an outright permitted use; and

**WHEREAS**, in accordance with the California Environmental Quality Act and CEQA Guidelines Section 15164, a 2019 Addendum to the final Environmental Impact Report for the 2015 Regional Transportation Plan, General Plan, Countywide Integrated Waste Management Plan, and Noise Ordinance Updates, and Repeal of the Conway Ranch Specific Plan, certified December 8, 2015, has been prepared; and

**WHEREAS**, an Addendum to the 2015 Regional Transportation Plan (RTP)/General Plan Update Environmental Impact Report was prepared; and

**WHEREAS**, in accordance with state law and the Mono County General Plan, the update has been reviewed and modified by the Mono County Planning Commission at a duly noticed and

1 advertised public hearing July 30, 2019 and the Commission recommended the Board of  
2 Supervisors adopt the amendment and approve the Addendum; and

3 **WHEREAS**, having reviewed and considered all the information and evidence presented to  
4 it, including public testimony, written comments, staff reports and presentations, and the  
5 recommendation of the Planning Commission, the Board of Supervisors now makes the required  
6 findings and adopts GPA 19-02 amending language in the General Plan Land Use Element and  
7 replacing the Housing Element in its entirety.

8 **NOW, THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors  
9 hereby finds and resolves as follows:

10 **SECTION ONE:** The Board of Supervisors certifies the Addendum for GPA 19-02: 2019  
11 Housing Element and modifications to the PF and AG land use designations, which is  
12 incorporated herein by reference.

13 **SECTION TWO:** The Board of Supervisors finds that the General Plan Amendment,  
14 including all text changes to the Land Use Element and Housing Element of the Mono  
15 County General Plan, which are attached hereto as Exhibit A and incorporated herein by  
16 reference, is consistent with the General Plan and any applicable area plans, is reasonable  
17 and beneficial at this time, and will not have a substantial adverse effect on surrounding  
18 properties.

19 **APPROVED AND ADOPTED** this 13<sup>th</sup> day of August 2019, by the following vote:

20 **AYES :**

21 **NOES :**

22 **ABSENT :**

23 **ABSTAIN :**

24 \_\_\_\_\_  
25 John Peters, Chair

26 **ATTEST:**

27 **APPROVED AS TO FORM:**

28 \_\_\_\_\_  
29 Clerk of the Board

30 \_\_\_\_\_  
County Counsel





# Mono County Housing Element



**6<sup>th</sup> Cycle Update**

Mono County Community

Development Department

Adopted August 13, 2019

2019-2027

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# Introduction

## Statutory Requirements

In response to California’s critical housing needs, the Legislature enacted housing element law with the goal of providing adequate and safe housing for every Californian. The attainment of housing for all requires the cooperation of local and state governments. Housing element law requires local governments to adequately plan to meet their existing and projected housing needs, including their share of the regional housing need. The law recognizes that critical decisions regarding housing development occur at the local level within the context of the General Plan. For the private sector to adequately address housing needs and demand, local governments must adopt land use plans and regulatory schemes that provide opportunities for, and do not unduly constrain, housing development for all income groups.

Unlike the other mandatory elements of the General Plan, the Housing Element is subject to detailed statutory requirements regarding its content and must be updated on a scheduled basis. The most recent cycle was five years, with the last update occurring in 2014. Mono County is now on an eight-year cycle that corresponds with the Regional Transportation Plan updates, meaning this document applies until 2027.

The 2019 Mono County Housing Element is broken into three primary sections:

1. Goals and Policies – Identification of goals to promote adequate housing and the policies targeted at reaching them.
2. Technical Appendix – A detailed analysis of conditions in the County related to housing that lead to the creation of Section 1’s goals and policies. The Technical Appendix includes a needs assessment, demographic context, site inventory, community-specific profiles, constraints, and identified special needs groups.
3. Progress Report – A summary of programs from the 2014 Housing Element Update and how those programs are modified for the current update.

## Community Outreach

The 2019 Housing Element was established through an extensive public participation process. The Housing Needs Assessment began the outreach process with a comprehensive survey of residents in 2016-2017. Following the Needs Assessment, in 2018 community development staff conducted workshops with each of the County’s Regional Planning Advisory Committees (RPACs) in Antelope Valley, Bridgeport Valley, Mono Basin, June Lake, Long Valley, and Tri Valley to develop a set of strategies aimed at improving housing. Insight gathered from the RPACs reflected the County’s diverse needs, from a strong interest in short-term rental regulations in June Lake to a greater focus on improving existing stock in Antelope Valley and Bridgeport. The collection of strategies was organized into a “housing toolbox”.

The housing toolbox was refined by County staff with assistance from Economic Planning Systems, Inc., a consultant with extensive knowledge on housing policies and actions available to communities in California. A workshop on the refined toolbox was presented at the September 20 Mono County Planning Commission meeting and as a workshop at the September 28 Board of Supervisors meeting. The September 28 meeting allowed Board members to prioritize toolbox items and give direction to Community Development staff on the programs to pursue as part of the Housing Element update. The results from the workshop are as follows:

*Strong Priority.* At least three Board members supported the program as a top priority. These programs are listed as a “Board priority” in Section 1, Goals and Policies.

- Update opportunity site database
- Support regulatory changes that improve housing production potential
- Reduce barriers to tiny home construction
- Allocate additional resources to bolster staff capacity to review applications
- Identify additional opportunities for CEQA streamlining
- Pursue Partnerships with other agencies, such as the Town of Mammoth Lakes
- Bolster the rehabilitation loan program, in collaboration with the Town of Mammoth Lakes
- Consider programs that improve housing stock quality
- Identify opportunities to bolster the County’s revolving loan fund

*Programs with mixed support.* One or two Board members indicated the program as a top priority.

- Evaluate if off-site infrastructure investment can improve development readiness
- Evaluate the feasibility of creating a housing land trust
- Reinstate the Housing Mitigation Ordinance, including inclusionary requirements
- Purchase housing units at market rate, deed restrict, and then sell
- Review current use and long-term needs for County-owned parcels
- Identify zoning requirements for which more flexible approaches could incentivize more on-site affordable units
- Investigate potential for developer partnerships
- Review the language of deed restricting conditions to minimize unintended consequences
- Partner with other agencies and employers to ensure new employee housing qualifies toward meeting RHNA targets

*Not a priority.* The program was not indicated as a priority by any Board member.

- Reduce barriers to accessory dwelling unit construction
- Identify opportunities for land banking
- Allow waivers or discounts of planning or development impact fees for affordable projects/units

- Conduct a study to evaluate the impact of short-term rentals in the County
- Consider further enhancing policy and enforcement of short term rentals
- Educate realtors about the short-term rental approval process
- Establish a tax deferral program for affordable units
- Investigate potential for landlord partnerships

A first draft of the update was then taken to the RPACs in February 2019 for review. Comments received from the committees was incorporated into the March draft submittal to HCD. Consultation with local tribes was also initiated in March through the mandated SB 18 process.

A revised draft that integrated comments from HCD was presented to the Planning Commission in July. Suggestions from the committees and the public were included in a final version presented to the Board of Supervisors in August.

Throughout the process, from the Housing Needs Assessment to development of the toolbox and review of the draft Housing Element, a total of 22 meetings were held with communities through the RPACs for input, and eight workshops were conducted with the Planning Commission and Board of Supervisors for direction.

### **Consistency with General Plan**

The County's General Plan serves as a comprehensive, long-range plan for development, and is comprised of the Land Use Element, Circulation Element, Conservation-Open Space Element, Safety Element, Noise Element, and the Housing Element. The location of housing is determined primarily by policies contained in the Land Use Element, which establish the distribution of various land uses throughout the County. The Land Use Element specifies the allowed types of housing for each residential General Plan designation, as well as the maximum allowed density.

In conformance with state law, the Mono County General Plan has been written to be internally consistent the goals, objective, and policies in other elements. The 2019 Housing Element Update was reviewed for consistency with the Land Use Element to determine if adequate sites are provided to allow for housing for all economic segments of the community. Review of the recently adopted Multi-Jurisdiction Hazard Mitigation Plan and the anticipated 2019 Safety Element update ensured internal consistency with the Housing Element. The Land Use Inventory shows that Mono County has adequate acreage to accommodate the housing needs projected by HCD in the Regional Housing Needs Plan prepared for the County.

The Housing Element was also reviewed for consistency with the Circulation and Conservation/Open Space Elements of the General Plan. In Mono County, the circulation system is well established, and there is little traffic congestion. When congestion does occur, it is not the result of residents' commuting, but of recreational traffic at peak use periods or special events, combined with local use. Although the existing circulation

system is generally adequate to provide for additional housing, the Circulation Element provides for improvements to the local transportation system that will allow for the continued development of housing.

Since 94 percent of the land in Mono County is publicly owned, and 90 percent is federally owned, much of Mono County remains open space. As a result, the provision of open space as a part of developed residential areas is not a concern in the County. Policies in both the Conservation/Open Space Element and the Land Use Element focus future development in and adjacent to existing community areas, providing additional open-space protection.

General Plan consistency for all elements, including the Housing Element, will be maintained through required annual progress reports that address comments and issues identified through the County's ongoing public participation processes, such as Regional Planning Advisory Committee (RPAC) meetings.

## SECTION 1 | Goals and Policies

Section 1 of the document outlines the County’s housing programs. The programs are divided based on the identified goals for addressing housing:

### **Goal 1:** Increase Overall Housing Supply, Consistent with County’s Rural Character

Programs targeted at producing more units, irrespective of income level. Mono County has a lack of overall supply and supports the creation of all residential projects that provide housing within the context of community plans. Programs are primarily targeted at identifying appropriate sites and removing constraints that slow or limit development.

### **Goal 2:** Increase the Supply of Community Housing

Community housing refers to all housing that meets the needs of long-term residents over a range of income levels. Programs within Goal 2 are intended to increase the supply of adequate and affordable housing through a diverse set of strategies.

### **Goal 3:** Retain Existing Community Housing

The County has identified the need to retain existing housing. Programs are targeted at maintaining and improving existing stock through rehabilitation and discouraging the conversion of long-term housing to short-term rentals.

### **Goal 4:** Ensure All Other Needs Related to Housing are Met

The County has identified programs outside the scope of the first three goals. Programs include providing equal opportunity for all residents, identifying hazards, and maintaining the character of land uses.

Programs were synthesized through a combination of strategies taken from the previous Housing Element Update that remain relevant and priorities that emerged from the Housing Toolbox. The programs from the 2014 Update that were not eliminated (see: Section 3 – Progress Report) are captured, along with programs that emerged from the Toolbox process as a priority that were not covered by the previous update.

Each program is required to meet one of the following objectives set forth by state law:

1. Identify adequate sites for a range of housing opportunities;
2. Assist in the development of adequate and affordable housing;
3. Address constraints to meeting the County’s housing needs;
4. Conserve and improve the condition of housing; and
5. Promote housing opportunities for all persons.



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## Goal 1: Increase Overall Housing Supply, Consistent with County's Rural Character

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### 1.1 Update opportunity site database and identify sites within or adjacent to existing communities suitable for development targeted at addressing housing needs in the County.

Related Programs from 2014 Housing Element Update: 1:2, 1:4

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing

Responsible Agencies: CDD

Timeframe: Update database at least once per housing cycle. Opportunity sites are most recently identified through this Housing Element Update.

\*Board priority.

### 1.2 ~~Explore~~**Adopt at least one** regulatory changes that improves housing production potential ~~during the cycle.~~ **Potential Review and consider revising** development standards **that could be revised** to provide for greater regulatory flexibility that promotes housing development opportunities. ~~Factors to review include:~~

- **Minimum lot sizes;**
- **Snow storage; and**
- **Establishing performance criteria that can be used in place of inflexible standards.**

Related Programs from 2014 Housing Element Update: 3:1

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Accomplished through current staffing, **identification of viable regulatory changes, development application (for implementation)**

Responsible Agencies: CDD

Timeframe: ~~Evaluate~~**Adopt** by 2023; **implement changes (if adopted) through at least one project during cycle**

\*Board priority

**1.3 ~~Explore reducing~~ Reduce barriers to tiny home construction and new housing types. Create a definition for tiny homes consistent with California Building Code and evaluate land use designations and sites appropriate for tiny home development. ~~Also consider increasing land designated as Rural Mobile Home (RMH)~~ Redesignate at least one parcel to be eligible for tiny home development under current standards.**

Related Programs from 2014 Housing Element Update: None.

Objective: Address constraints to meeting the County’s housing needs.

Resources Needed: California Building Code update to provide standards for tiny homes, reclassification from motor vehicle to real property at state level,  
**General Plan Amendment application by willing landowner**

Responsible Agencies: CDD, State

Timeframe: ~~Evaluate~~ Redesignate by 2023

\*Board priority.

**1.4 Identify future opportunities for CEQA streamlining, including using exemptions when possible.**

Related Programs from 2014 Housing Element Update: None.

Objective: Address constraints to meeting the County’s housing needs.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Ongoing

\*Board priority.

**1.5 ~~Evaluate if off-site infrastructure investment can improve development readiness. Identify sites within or adjacent to existing communities where infrastructure limits development potential. Explore how investments through agency partnerships can improve the viability of development. County participation will include assistance with~~ Participate in the preparation of at least two grant applications by invitation of the**

**infrastructure entities and ~~aiding in~~ assist those entities with understanding environmental regulations.**

Related Programs from 2014 Housing Element Update: 1:5, 1:6, 1:7, 1:18

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: ~~Development application~~ **Viable grant opportunities, partnership with infrastructure entity**

Responsible Agencies: CDD (grant application by invitation only), Public Utility Districts, Mutual Water Companies, SCE, BLM, USFS, LADWP, Housing Authority

Timeframe: Ongoing

**1.6 Monitor the requirement for complexes with more than four units to be approved through a conditional use permit and if it is a constraint on development.**

Related Programs from 2014 Housing Element Update: None

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Evaluate by 2023. mitigate constraints within 24 months of evaluation.

**1.7 Determine viability feasibility and value of creating a housing land trust in order to facilitate acquisition of housing and land for affordable housing developments.**

Related Programs from 2014 Housing Element Update: 2:12

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Additional staffing and partnership with outside agency, **funding.**

Responsible Agencies: CDD, Housing Authority, external partners

Timeframe: Evaluate **and, if viable, establish** during current housing cycle (2019-2027).

- 1.8 Consistent with the Land Use Element, continue to require specific plans for large-scale development within community expansion areas. Specific plans allow for a variety of development and can streamline the development process. Approve at least one specific plan during the Housing Cycle.**

Related Programs from 2014 Housing Element Update: 1:12

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Accomplished through current staffing, **development application**

Responsible Agencies: CDD

Timeframe: Ongoing, as development is proposed.

- 1.9 Continue to allow for residential development in the commercial land use designation and approve at least one mixed-use development to more efficiently and economically utilize the county's limited land base for housing.**

Related Programs from 2014 Housing Element Update: 1:19, 1:20

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Development application

Responsible Agencies: CDD

Timeframe: Ongoing, as development is proposed

- 1.10 ~~Consider establishing~~ **Establish and adopt** minimum allowable densities or increased densities in appropriate community areas or specific plans.**

Related Programs from 2014 Housing Element Update: 1:22, 1:23

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing, **identification of appropriate areas for increased densities.**

Responsible Agencies: CDD

Timeframe: Adopt by 2027.

**1.11 Approve at least five accessory dwelling units (ADUs) used for long-term housing in single-family residential areas during the cycle as provided by Chapter 16 of the Mono County Land Development Regulations. Update ADU ordinances to reflect state law within one year of adoption.**

Related Programs from 2014 Housing Element Update: 2:3

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Development applications.

Responsible Agencies: CDD

Timeframe: Evaluate ordinances bi-annually and update ordinances within one year of state law changes.

**1.12 Pursue at least one grant to improve infrastructure on identified opportunity sites. Seek to combine grant proposals with the Local Transportation Commission (LTC) when appropriate.**

Related Programs from 2014 Housing Element Update: None

Objective: Address constraints to meeting the County's housing needs.

Resources Needed: Potential partnership with outside agency, landowner interest, **funding.**

Responsible Agencies: CDD, LTC, Local Utilities

Timeframe: Ongoing and as development is proposed.

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## **Goal 2: Increase the Supply of Community Housing**

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**2.1 Pursue partnerships with other agencies in the County, such as the Town of Mammoth Lakes, federal, state, and local agencies to identify opportunities to increase housing stock.**

Related Programs from 2014 Housing Element Update: None

Objective: Assist in the development of adequate and affordable housing;

Resources Needed: Use current staffing to facilitate partnerships.

Responsible Agencies: CDD, Town of Mammoth Lakes, other agencies

Timeframe: Pursue partnerships on a biannual basis.

\*Board priority

**2.2 Review current use and long-term needs of County-owned parcels and evaluate for disposition or development for potential housing sites.**

Related Programs from 2014 Housing Element Update: 1:4

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing, **viable parcels for disposition or development.**

Responsible Agencies: CDD, Public Works, CAO

Timeframe: Evaluate by 2022, **initiate disposition or development by 2027**

**2.3 ~~Consider~~ Reinstatement of the Housing Mitigation Ordinance.**

Related Programs from 2014 Housing Element Update: 2:1, 2:9, 2:10, 2:14

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing, **Board approval.**

Responsible Agencies: CDD, Finance

Timeframe: ~~Consider by~~ **Bring for Board approval by** December of 2019 ~~or in the future as directed by Board~~ **and every six months thereafter until adopted or rescinded.**

**2.4 ~~Consider a program that~~ Establish a policy on the County’s participation in the purchase of housing units at market rate and deed restricting to an affordable income level. Purchase and deed restrict one unit.**

Related Programs from 2014 Housing Element Update: 2:9, 2:12, 6.1

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Funding, outside agency that can manage deed restrictions, **funding**

Responsible Agencies: Mammoth Lakes Housing or other entity that can manage deed restrictions (i.e. Housing Authority).

Timeframe: Establish policy by **Dec. 2020. If approved, participate in a deed restriction by 2027.**

**2.5 Identify zoning requirements for which more flexible approaches could incentivize more on-site affordable units.**

Related Programs from 2014 Housing Element Update: 1:21, 1:26, 3:1

Objectives: Assist in the development of adequate and affordable housing;  
Address constraints to meeting the County’s housing needs.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: ~~Evaluate~~ **Identify and adopt** by 2023**7**

**2.6 ~~Consider~~ Partner with other agencies and employers to ensure that at least one employee housing project qualifies toward meeting the County’s RHNA targets (e.g. consider waiving building permit fees).**

Related Programs from 2014 Housing Element Update: None

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Requires additional staff and participation from outside parties, **funding**.

Responsible Agencies: CDD, employers, developers, Housing Authority

Timeframe: Evaluate during current housing cycle (2019-2027)

**2.7 Investigate potential for developer **Develop** partnerships to encourage the development of **at least one housing project** for very low, low, and moderate-income households.**

Related Programs from 2014 Housing Element Update: 2:13

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: ~~Accomplished through current staffing and developer participation.~~ **Additional staff and development partner.**

Responsible Agencies: CDD, employers, developers, Housing Authority

Timeframe: ~~Investigate opportunities~~ **Establish partnership and develop one project by 2027.**

**2.8 Through the CPT Land Tenure Subcommittee, support land exchanges of existing seasonal housing units on public lands into private ownership so at least one unit becomes available for local year-round housing.**

Related Programs from 2014 Housing Element Update: 1:1

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing and participation from outside parties (land exchange participant)

Responsible Agencies: CPT Land Tenure Subcommittee, CDD, external agencies

Timeframe: As proposed by leaseholders that have appropriate land to trade with a public land manager.

**2.9 Award at least one density bonus for a qualifying project consistent with state law. Update density bonus regulations regularly to reflect changes in state law.**

Related Programs from 2014 Housing Element Update: 2:1



Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Development application.

Responsible Agencies: CDD, BOS

Timeframe: Award at least one density bonus by 2022. Update regulations within one year of adoption of new state law.

**2.10 The Board of Supervisors may reduce or waive development processing fees for qualifying extremely low, low- and moderate-income housing units in order to facilitate processing. Staff will work with applicable agencies to promote a reduction or waiving of fees for such projects.**

Related Programs from 2014 Housing Element Update: 1:1

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing, participation from outside parties, and a qualifying application

Responsible Agencies: CPT Land Tenure Subcommittee, CDD, external agencies

Timeframe: Ongoing

**2.11 Allow manufactured homes and accessory dwelling units (ADUs) in the same manner and land use designations as stick-built single family homes, and allow accessory dwelling units (ADUs), regardless of zoning and development standards, in any zone with an existing single-family home, consistent with state law (Government Code §65852.3).**

Related Programs from 2014 Housing Element Update: None.

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD staff

Timeframe: Approve by the end of 2019.

**2.12 Allow single room occupancy dwellings in all land use designations that allow for hotels, condominiums, and similar uses, consistent with California Building Code.**

Related Programs from 2014 Housing Element Update: None.

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD staff

Timeframe: Adopt General Plan Amendment for single room occupancy dwellings by 2022.

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### **Goal 3: Retain Existing Community Housing**

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**3.1 ~~Consider~~ Support programs that may improve housing stock quality. Continue outreach through the County website and information counters that provide information to community members about weatherization and energy efficiency strategies and funding/waivers. Pursue at least one rehabilitation grant. Update housing stock survey at least once per housing cycle.**

Related Programs from 2014 Housing Element Update: 4:1, 4:2, 4:3, 4:4

Objective: Conserve and improve the condition of housing.

Resources Needed: Accomplished through current staffing and partnerships with outside parties. Additional funding may be needed.

Responsible Agencies: CDD, Finance, Housing Authority, outside agencies

Timeframe: Ongoing

\*Board priority

**3.2 ~~Identify opportunities to Bolster the County's Revolving Loan Fund~~ for the purchase and deed restriction of at least one unit.**

Related Programs from 2014 Housing Element Update: 2:6

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Additional funding, **deed restricted units for sale in the unincorporated county, partner to manage deed restrictions**

Responsible Agencies: Finance Department, Housing Authority, Mammoth Lakes Housing

Timeframe: Explore opportunities by 2022.

\*Board priority

**3.3 ~~Consider re-funding~~ Fund the rehabilitation loan program, potentially in collaboration with the Town of Mammoth Lakes, to rehabilitate at least five units during the cycle.**

Related Programs from 2014 Housing Element Update: 4:5, 4:6, 4:7

Objective: Conserve and improve the condition of housing.

Resources Needed: Additional funding, partnership with Town of Mammoth Lakes, homeowner applications.

Responsible Agencies: Finance Department, Town of Mammoth Lakes, Housing Authority

Timeframe: Evaluate by 2023.

\*Board priority

**3.4 ~~Evaluate the language of deed restricting conditions~~ Establish a program to minimize unintended consequences of the acquisition and resale of deed restriction units, including concerns regarding the long-term affordability through costs of monitoring.**

Related Programs from 2014 Housing Element Update: None

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through additional staff or partnership with Mammoth Lakes Housing, **funding**

Responsible Agencies: CDD, Finance Department, Mammoth Lakes Housing

Timeframe: Evaluate by 2022.

- 3.5** ~~Explore ways to incentivize~~ **Identify incentives** for property owners to convert at least two short-term rentals into long-term rentals, **invite all short-term rental property owners to participate, and convert at least one unit.**

Related Programs from 2014 Housing Element Update: 6:4

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing, willing property owners, **adequate incentives**

Responsible Agencies: CDD, Housing Authority

Timeframe: ~~Explore opportunities~~ **Establish incentives by 2023, convert unit by 2027.**

- 3.6** **Permit conversion and rehabilitation efforts of at least one development not typically used for long-term housing (i.e. garages or unconditioned space).**

Related Programs from 2014 Housing Element Update: None.

Objective: Assist in the development of adequate and affordable housing.

Resources Needed: Accomplished through current staffing, development application

Responsible Agencies: CDD, Housing Authority, Finance Department

Timeframe: ~~Identify opportunity~~ **Permit conversion** by 2023.

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## **Goal 4: Ensure All Other Needs Related to Housing are Met**

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- 4.1** **Continue development credit programs in agricultural valleys such as Bridgeport and Hammil that promote the retention of large agricultural parcels for farming purposes by requiring clustered residential development on smaller parcels.**

Related Programs from 2014 Housing Element Update: 1:24

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing, **development application**

Responsible Agencies: CDD

Timeframe: Ongoing

- 4.2 Disseminate and maintain fair housing information and education materials throughout the county and ensure public awareness of fair housing laws and processes. Refer persons with complaints of housing discrimination to appropriate online resources including information/links hosted on the Housing Authority website. Continue to make accommodations for persons with disabilities through the permitting process.**

Related Programs from 2014 Housing Element Update: 5:1, 5:2

Objective: Promote housing opportunities for all persons.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Ongoing

- 4.3 Monitor the need for permanent emergency shelters beyond the County's community centers and make emergency shelters an outright permitted use in Public Facility (PF) land use designations, as consistent with state law.**

Related Programs from 2014 Housing Element Update: 1:8, 1:27

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: **Monitoring ongoing, modification to PF by Dec. 2019**

- 4.4 Ensure the Multi-Jurisdictional Hazard Mitigation Plan remains up to date.**

Related Programs from 2014 Housing Element Update: 1:9

Objective: Identify adequate sites for a range of housing opportunities.

Resources Needed: Accomplished through current staffing, re-occurring funding

Responsible Agencies: CDD, Office of Emergency Services

Timeframe: 2019, 2024 (plan is reviewed and updated on a five-year cycle)

**4.5 Provide at least one short-term housing unit for homeless persons and monitor the need to increase services for homeless persons, including short-term housing for victims of domestic violence.**

Related Programs from 2014 Housing Element Update: 1:10

Objective: Promote housing opportunities for all persons.

Resources Needed: Accomplished through current staffing, partnerships to manage program, housing unit, funding

Responsible Agencies: IMACA, Social Services, Wild Iris

Timeframe: Provide housing unit opportunities by 2023<sup>7</sup>.

**4.6 Allow transitional and supportive housing as a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone, consistent with state law (Government Code §65583(a)(4)(A)).**

Related Programs from 2014 Housing Element Update: None

Objective: Promote housing opportunities for all persons.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD staff.

Timeframe: Modify General Plan Designations by Dec. 2019

**4.7 Provide for at least one rental-assisted facility for senior residents.**

Related Programs from 2014 Housing Element Update: None

Objective: Promote housing opportunities for all persons.

Resources Needed: Development application.

Responsible Agencies: CDD staff – responsible for processing only.

Timeframe: ~~Approve~~ **Process** as development is proposed **by 2027**.

- 4.8 Provide for at least one intermediate care facility/developmentally disabled habilitative or intermediate care facility/developmentally disabled—nursing or congregate living health facility pursuant to HSC §1267.8, §1267.9, §1267.16, and any other applicable statutes, and amend the General Plan to comply with state statutes.**

Related Programs from 2014 Housing Element Update: None

Objective: Promote housing opportunities for all persons.

Resources Needed: Development application.

Responsible Agencies: CDD staff – responsible for general plan amendment only.

Timeframe: General Plan Amendment by 2021, process applications as development is proposed by 2027.

*Note: The County’s primary role is to reduce barriers and promote the production of housing units. The County relies on the private market to generate and build projects. Timeframes presented are reliant on a number of factors outside the influence of the County, including economic growth.*

## **SECTION 2 | Technical Appendix**

### **Demographics and Housing Characteristics**

#### **Primary Data Sources**

Data for the Technical Appendix was primarily transmitted from the following sources:

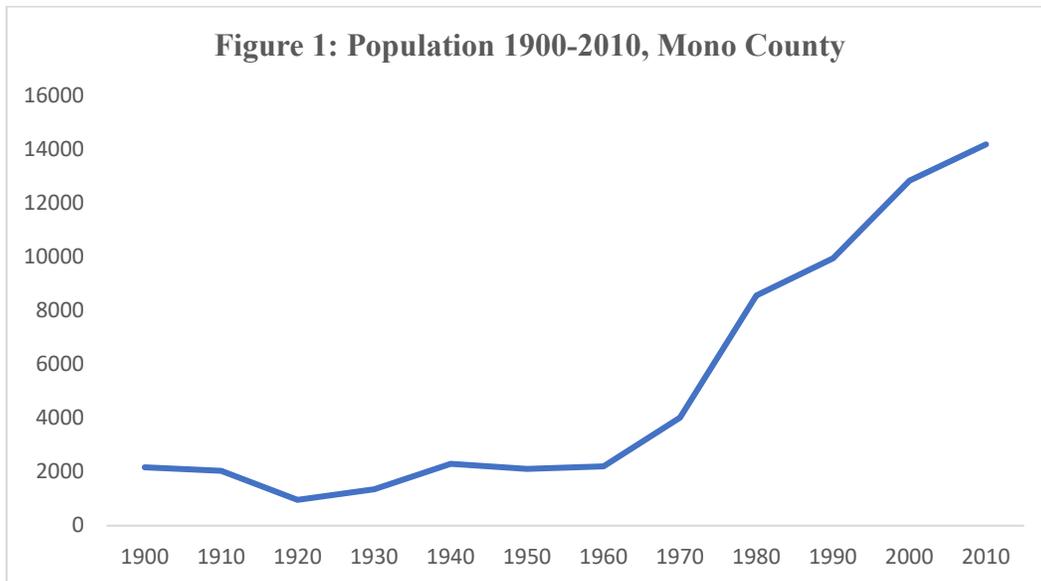
1. 2010 United States Census. The most recent Census provides accurate and up-to-date information for communities in Mono County. The Census is used when trying to capture data on a community (“CDP”) level. A Census Designated Place (CDP) is a concentration of population identified by the Census Bureau for statistical purposes. Ninety percent of the population in the unincorporated county lives within one of the 15 CDPs identified in Mono County and therefore the

CDP has replaced the use of census tracts/blocks for general demographic analysis.

2. 2017 American Community Survey (ACS). ACS is used when presenting data on a countywide level. Due to the small population size of the county's communities, there is currently a large amount of error in the ACS data on a CDP level. Therefore, Census data is still used to provide accurate data on individual communities.
3. 2017 Mono County Housing Needs Assessment. A report published by BBC, Research & Consulting that details existing needs and conditions related to housing in Mono County.

### Population Growth

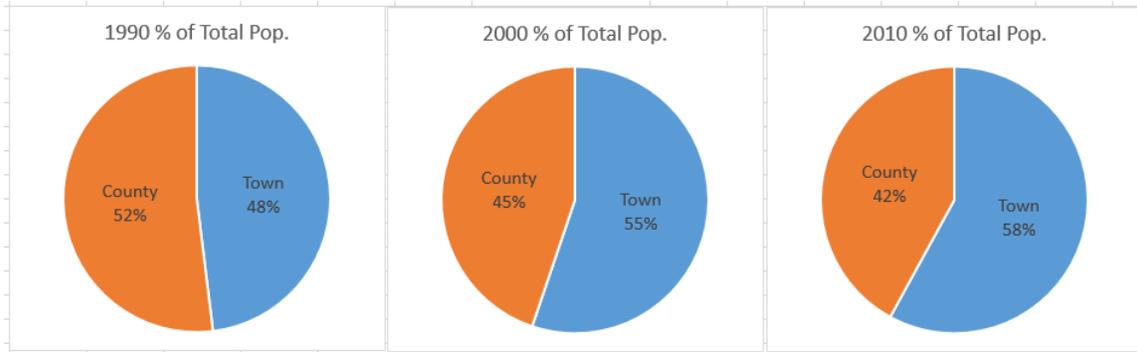
Population in the County has slowed after a period of robust and steady growth from the 1970s to the 1990s. This growth has slowed even more dramatically in the unincorporated County as the Town of Mammoth Lakes continues to gain a greater proportion of County's population (Figure 1). Annual growth in the unincorporated County from 2011 to 2017 is approximately half of the rate seen in the previous decade (Table 1).



Source: US Census

Figure 2: Town/County % of Total Population 1990-2010





Source: US Census

Table 1: Population Trend, Unincorporated County			
Year	Population	% Change	Annual %
1980	4460	-	-
1990	5171	15.9	1.59
2000	5759	11.4	1.14
2010	5968	3.5	0.35
2017	6036	1.1	0.16

Source: US Census, 2017 American Community Survey

Table 2: Population by CDP, 2010				
	Total Population	% of Countywide Population	% of Unincorporated County	% of CDP Population
Countywide	14,202	100.0%		
Mammoth Lakes	8,234	58.0%		
Unincorporated County	5,968	42.0%	100.0%	
<b>Mono County CDPs</b>				
Crowley Lake	875	6.2%	14.7%	16.4%
Walker	721	5.1%	12.1%	13.5%

Chalfant	651	4.6%	10.9%	12.2%
June Lake	629	4.4%	10.5%	11.8%
Bridgeport	575	4.0%	9.6%	10.8%
Coleville	495	3.5%	8.3%	9.3%
Benton	280	2.0%	4.7%	5.3%
Lee Vining	222	1.6%	3.7%	4.2%
Swall Meadows	220	1.5%	3.7%	4.1%
Sunny Slopes	182	1.3%	3.0%	3.4%
Mono City	172	1.2%	2.9%	3.2%
Paradise	153	1.1%	2.6%	2.9%
Aspen Springs	65	0.5%	1.1%	1.2%
Topaz	50	0.4%	0.8%	0.9%
McGee Creek	41	0.3%	0.7%	0.8%
<b>Total of CDPs</b>	<b>5,331</b>	<b>37.5%</b>	<b>89.3%</b>	<b>100.0%</b>
Unincorporated County Outside CDPs	637	4.5%	10.7%	

## Ethnicity

<b>Table 3: Population of Mono County 2010, by Race</b>									
	<b>Total Population</b>	<b>White, Not Hispanic</b>	<b>Hispanic</b>	<b>American Indian</b>	<b>Asian</b>	<b>Black</b>	<b>Pacific Islander</b>	<b>Other</b>	<b>2 or More Races</b>
Countywide	14,202	9,687	3,762	239	191	42	11	33	237
Mammoth Lakes	8,234	5,143	2,772	32	128	29	5	13	112
Unincorporated County	5,968	4,544	990	207	63	13	6	20	125
<b>Mono County CDPs</b>									
Chalfant	651	552	67	8	5	0	0	3	16

Benton	280	188	38	49	1	0	0	0	4
Paradise	153	121	14	1	6	0	0	5	6
Swall Meadows	220	196	6	2	5	0	0	2	9
Sunny Slopes	182	158	3	2	7	0	4	0	8
Aspen Springs	65	61	1	0	2	0	0	0	1
Crowley Lake	875	706	128	5	11	3	0	5	17
McGee Creek	41	39	2	0	0	0	0	0	0
June Lake	629	476	137	6	2	0	0	0	8
Lee Vining	222	107	96	17	0	0	0	2	0
Mono City	172	128	37	1	2	0	0	0	4
Bridgeport	575	370	148	40	1	1	0	1	14
Walker	721	581	70	50	3	3	1	0	13
Coleville	495	347	110	10	8	4	0	2	14
Topaz	50	25	24	1	0	0	0	0	0
<b>Total of CDPs</b>	<b>5,331</b>	<b>4,055</b>	<b>881</b>	<b>192</b>	<b>53</b>	<b>11</b>	<b>5</b>	<b>20</b>	<b>114</b>

<b>Table 4: Total Population Percentage by Race, CDP, Mono County 2010</b>								
	<b>% White</b>	<b>% Hispanic</b>	<b>% Amer Indian</b>	<b>% Asian</b>	<b>% Black</b>	<b>% Pacific Islander</b>	<b>% Other</b>	<b>% 2 or More Races</b>
Countywide	68.2%	26.5%	1.7%	1.3%	0.3%	0.1%	0.2%	1.7%
Mammoth Lakes	62.5%	33.7%	0.4%	1.6%	0.4%	0.1%	0.2%	1.4%
Unincorporated County	76.1%	16.6%	3.5%	1.1%	0.2%	0.1%	0.3%	2.1%
<b><i>Mono County CDPs</i></b>								
Chalfant	84.8%	10.3%	1.2%	0.8%	0.0%	0.0%	0.5%	2.5%
Benton	67.1%	13.6%	17.5%	0.4%	0.0%	0.0%	0.0%	1.4%
Paradise	79.1%	9.2%	0.7%	3.9%	0.0%	0.0%	3.3%	3.9%
Swall Meadows	89.1%	2.7%	0.9%	2.3%	0.0%	0.0%	0.9%	4.1%
Sunny Slopes	86.8%	1.6%	1.1%	3.8%	0.0%	2.2%	0.0%	4.4%

Aspen Springs	93.8%	1.5%	0.0%	3.1%	0.0%	0.0%	0.0%	1.5%
Crowley Lake	80.7%	14.6%	0.6%	1.3%	0.3%	0.0%	0.6%	1.9%
McGee Creek	95.1%	4.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
June Lake	75.7%	21.8%	1.0%	0.3%	0.0%	0.0%	0.0%	1.3%
Lee Vining	48.2%	43.2%	7.7%	0.0%	0.0%	0.0%	0.9%	0.0%
Mono City	74.4%	21.5%	0.6%	1.2%	0.0%	0.0%	0.0%	2.3%
Bridgeport	64.3%	25.7%	7.0%	0.2%	0.2%	0.0%	0.2%	2.4%
Walker	80.6%	9.7%	6.9%	0.4%	0.4%	0.1%	0.0%	1.8%
Coleville	70.1%	22.2%	2.0%	1.6%	0.8%	0.0%	0.4%	2.8%
Topaz	50.0%	48.0%	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total of CDPs	76.1%	16.5%	3.6%	1.0%	0.2%	0.1%	0.4%	2.1%
CDPs + Town	67.8%	26.9%	1.7%	1.3%	0.3%	0.1%	0.2%	1.7%
County - CDPs & Town	76.8%	17.1%	2.4%	1.6%	0.3%	0.2%	0.0%	1.7%

Source: US Census

The percentage of the population identifying themselves as Hispanic or Latino, of whatever race, increased in the unincorporated area, rising from 12.4% of the population in 2000 to 16.6% of the population in 2010 (Table 3 & 4), a numerical increase of 291 persons, from 699 in 2000 to 990 in 2010. During this same period, the Hispanic/Latino population in Mammoth Lakes increased from 22.2% of the town's population in 2000 to 33.7% of the town's population in 2010. The State Department of Finance is projecting that the Hispanic population in the county will rise dramatically over the next forty years, to 30% of the total County population in 2020 and 43% of the total in 2060 (see Table 4). Although Mammoth Lakes has a large Hispanic population, the rise in the Hispanic population could impact housing in the unincorporated area, as many of the Hispanic population tend to be lower-paid service workers in need of low to moderate-income housing.

**Table 5: Projected Population by Race, 2010**

	2020	2040	2060
<b>Total</b>	15037	17614	20755
White	9695	9897	10502
Hispanic	4614	6698	8906
Asian	185	333	544
Pacific Islander	10	8	5
Black	42	54	68
American Indian	209	223	244

Multi-race	284	400	486
% Total	100.0%	100.0%	100.0%
% White	64.5%	56.2%	50.6%
% Hispanic	30.7%	38.0%	42.9%
% Asian	1.2%	1.9%	2.6%
% Pacific Islander	0.1%	0.0%	0.0%
% Black	0.3%	0.3%	0.3%
% American Indian	1.4%	1.3%	1.2%
% Multi-race	1.9%	2.3%	2.3%

*Source: CA Dept. of Finance*

## Age

The average median age of the individual CDPs is 45.2, significantly older than the median age within the Town of Mammoth Lakes at 32.6. The number of seniors 65 years and older increased from 10% of the unincorporated population in 1990 to 12% in 2000, to 14.2 % in 2010. Coleville had the highest percentage of children under 18, presumably due to the Marine Corps housing in Coleville. The Antelope Valley also had one of the highest percentages of seniors 65 years and older. The Long Valley/Wheeler Crest and Tri-Valley planning areas had high percentages of children under 5 and seniors 65 years and older.

<b>Table 6: Age Characteristics by CDP, 2010</b>								
	<b>Total Population</b>	<b>Median Age</b>	<b># Under 18</b>	<b># 18 &amp; Over</b>	<b># 65 &amp; Over</b>	<b>% Under 18</b>	<b>% 18 &amp; over</b>	<b>% 65 &amp; Over</b>
Countywide	14,202	37.2	2,979	11223	1377	21.0%	79.0%	9.7%
Mammoth Lakes	8,234	32.6	1,719	6515	532	20.9%	79.1%	6.5%
Unincorporated County	5,968	45.0	1,260	4708	845	21.1%	78.9%	14.2%
<b><i>Mono County CDPs</i></b>								
Chalfant	651	47.1	131	520	51	20.1%	79.9%	7.8%
Benton	280	48.8	54	226	35	19.3%	80.7%	12.5%
Paradise	153	52.9	19	134	33	12.4%	87.6%	21.6%
Swall Meadows	220	53.8	36	184	42	16.4%	83.6%	19.1%
Sunny Slopes	182	47.2	28	154	20	15.4%	84.6%	11.0%
Aspen Springs	65	47.8	14	51	7	21.5%	78.5%	10.8%
Crowley Lake	875	45.1	210	665	105	24.0%	76.0%	12.0%
McGee Creek	41	54.8	7	34	14	17.1%	82.9%	34.1%
June Lake	629	41.7	116	513	70	18.4%	81.6%	11.1%
Lee Vining	222	30.4	56	166	17	25.2%	74.8%	7.7%
Mono City	172	41	41	131	15	23.8%	76.2%	8.7%
Bridgeport	575	45.5	119	456	99	20.7%	79.3%	17.2%
Walker	721	51.1	124	597	196	17.2%	82.8%	27.2%
Coleville	495	25.7	167	328	32	33.7%	66.3%	6.5%
Topaz	50	45.7	11	39	14	22.0%	78.0%	28.0%
Total of CDPs	5,331	45.2	1,133	4198	750	21.3%	78.7%	14.1%

Source: US Census 2010

The State Department of Finance is projecting that the population in the county will age over the next twenty years, with the percent of the total County population that is elderly (65 years and over) rising from 14.2% in 2010 to 18.2% of the total in 2060 (see Table 7).

<b>Table 7: Projected Population by Age, 2010</b>			
	<b>2020</b>	<b>2040</b>	<b>2060</b>
Total Population	14,833	15,037	20,755
Under 5	879	963	1,366
5-17	2,578	2,305	3,497
18-64	9,643	9,484	12,123
65 and over	1,733	2,286	3,768
% Total Population	100.0%	100.0%	100.0%
% Under 5	5.9%	6.4%	6.6%
% 5-17	17.4%	15.3%	16.8%
% 18-64	65.0%	63.1%	58.4%
% 65 and over	11.7%	15.2%	18.2%

*Source: CA Dept. of Finance*

## Household Size

The 2010 census reports the total number of households in the unincorporated county to be 2,539. Average household size countywide decreased slightly from 2.51 in 1990 to 2.42 in 2010. Coleville had the highest average household sizes, with 2.89 persons per household. McGee Creek and Paradise had the lowest average household sizes, with 1.95 persons/household and 2.07 persons per household, respectively (Table 7).

<b>Table 8: Household Characteristics by CDP, 2010</b>										
	<b>Average Household Size</b>	<b>Average Family Size</b>	<b>Total Households</b>	<b>Household Size: 1</b>	<b>Household Size: 2</b>	<b>Household Size: 3</b>	<b>Household Size: 4</b>	<b>Household Size: 5</b>	<b>Household Size: 6</b>	<b>Household Size: 7+</b>
Countywide	2.42	2.98	5768	1592	2182	835	657	292	118	92
Mammoth Lakes	2.5	3.14	3229	899	1145	464	392	180	80	69
Unincorporated County	2.38	3.04	2539	693	1037	371	265	112	38	23
<b><i>Mono County CDPs</i></b>										
Chalfant	2.47	2.87	264	53	118	43	29	14	3	4
Benton	2.3	2.81	122	40	42	19	10	9	0	2
Paradise	2.07	2.47	74	20	38	8	7	1	0	0
Swall Meadows	2.24	2.6	98	21	47	19	9	0	2	0
Sunny Slopes	2.14	2.82	85	28	31	15	9	1	1	0
Aspen Springs	2.6	2.73	25	2	13	4	5	1	0	0
Crowley Lake	2.37	2.88	367	99	138	59	47	15	7	2
McGee Creek	1.95	2.5	21	9	7	2	3	0	0	0
June Lake	2.16	2.77	290	97	119	33	20	15	4	2
Lee Vining	2.51	3.25	85	28	24	12	12	4	3	2
Mono City	2.73	2.94	63	8	30	11	8	3	2	1
Bridgeport	2.18	2.83	257	88	97	37	19	8	6	2
Walker	2.15	2.61	335	101	149	44	26	9	3	3
Coleville	2.89	3.23	171	25	53	35	36	20	1	1
Topaz	2.38	3.08	21	6	9	2	2	0	2	0
<b>Total of CDPs</b>	<b>2.39</b>	<b>3.04</b>	<b>2278</b>	<b>625</b>	<b>915</b>	<b>343</b>	<b>242</b>	<b>100</b>	<b>34</b>	<b>19</b>

Source: US Census 2010



## Household Tenure

The overall number of renters in the unincorporated area decreased from 40% of all occupied units in 1990 to 32% 2010. The south county CDPs generally have very high rates of owner-occupied units, the highest being Paradise at 95.9%. North county CDPs have higher renter occupied units with Coleville the highest at 71.9% due to the marine base housing.

Vacancy rates continue to increase as more units are used for second homes and short-term rental units. The overall vacancy rate in the unincorporated county increased from 34.4% in 2010 to 48.2% in 2016. The County has taken an active approach to slowing down the rate of increase by adopting strict short-term rental regulations in 2018 requiring a multi-tiered discretionary permit process. The County will continue to explore ways to incentivize long-term rentals over short-term.

<b>Table 9: Tenure of Occupied and Vacant Units by CDP, 2010</b>				
	<b>% Vacant Seasonal, of Total</b>	<b>% Owner Occupied of Total</b>	<b>% Renter Occupied of Total</b>	<b>% Vacant of Total Units</b>
<b><i>Mono County CDPs</i></b>				
Chalfant	6.3%	87.5%	12.5%	12.3%
Benton	10.1%	70.5%	29.5%	23.3%
Paradise	12.6%	95.9%	4.1%	14.9%
Swall Meadows	23.4%	91.8%	8.2%	23.4%
Sunny Slopes	44.2%	69.4%	30.6%	45.5%
Aspen Springs	30.6%	84.0%	16.0%	30.6%
Crowley Lake	20.0%	78.2%	21.8%	27.0%
McGee Creek	26.7%	95.2%	4.8%	30.0%
June Lake	65.4%	54.1%	45.9%	66.6%
Lee Vining	11.6%	50.6%	49.4%	24.1%
Mono City	29.8%	71.4%	28.6%	33.0%
Bridgeport	13.2%	62.3%	37.7%	28.0%
Walker	10.8%	69.0%	31.0%	24.7%
Coleville	5.5%	28.1%	71.9%	14.9%
Topaz	28.6%	61.9%	38.1%	50.0%
<b>Total of CDPs</b>	26.3%	68.6%	31.4%	34.4%

*Source: US Census 2010*

<b>Table 10: Housing Stock by Type of Vacancy</b>				
	<b>Total housing units</b>	<b>Occupied housing units</b>	<b>Vacant housing units</b>	<b>For rent</b>
<b>Mono County</b>	14,000	4,950	9,050	1,200
<b>Mammoth Lakes</b>	9,829	2,791	7,038	1,009
<b>Unincorporated Area</b>	4,171	2,159	2,012	191
	<b>Rented, not occupied</b>	<b>For sale only</b>	<b>Sold, not occupied</b>	<b>For seasonal, recreational, or occasional use</b>
<b>Mono County</b>	26	237	67	7,265
<b>Mammoth Lakes</b>	26	112	0	5,841
<b>Unincorporated Area</b>	0	125	67	1,424

Source: ACS, 2016

<b>Table 11: Vacancy Rates</b>				
	<b>Vacancy rate</b>	<b>Homeowner Vacancy Rate</b>	<b>Rental Vacancy Rate</b>	<b>Vacancy Rate minus Seasonal</b>
<b>Mono County</b>	64.6%	7.8%	34.9%	22.2%
<b>Mammoth Lakes</b>	71.6%	9.2%	37.1%	28.5%
<b>Unincorporated Area</b>	48.2%	6.9%	26.5%	12.4%

Source: HCD 6<sup>th</sup> Cycle Data Package

### Overcrowded Households

The U.S. Census Bureau defines an overcrowded household as a housing unit occupied by more than one person per room (not including kitchens and bathrooms). Units with more than 1.51 persons per room are considered severely overcrowded and indicate a significant housing need. Overcrowding is not a significant housing situation in unincorporated Mono County. Using ACS data there were 7 overcrowded households across both owner and renter-occupied units, or 0.3% of the total households in the unincorporated area (none severely crowded). Most of the overcrowded households in Mono County are in the Town of Mammoth Lakes, where there are 40 such identified households, or 1.5%. The statewide overcrowding rate for households in 2010 was 15.2% of all households, significantly higher than Mono County.

<b>Table 12: Overcrowded Household in Unincorporated Mono County</b>	
<b>Households</b>	<b>Number</b>
Total	2,612
Less than 1 per room	2,605
1 – 1.5 per room	7
More than 1.5 per room	0

Source: ACS 2017

### **Extremely Low Income Households**

Extremely low-income households are those with income less than 30% of the area’s median income. Mono County’s median household income in 2017 was \$60,595 (ACS 2017). Income limits are adjusted depending on the number of people in the household. For a four-person household, the current income limit for an extremely low-income household is \$19,575. For a one-person household, the income limit is \$13,725. Using these thresholds, 3.2% of households in the County are considered extremely low income.

Households with extremely low income may have a variety of housing needs. In Mono County, households receiving assistance through the CalWORKS program, Supplemental Security Income (SSI), or disability income may be considered extremely low-income households. Mono County also has a large population of service workers earning minimum wage who may fall into the extremely low-income category, depending on the number of workers in a household.

The projected number of extremely low income units needed for the cycle is seven, based on calculating half the number of low income units identified by the Regional Housing Needs Allocation (see Table 25).

### **Overpaying Households**

Overpaying households are defined as those paying in excess of 30% of their income toward housing cost. Approximately 42% of households in the unincorporated county are considered to be overpaying, compared to 65.3% in the Town of Mammoth Lakes. Renters are more than twice as likely to be overpaying than owners.

<b>Table 13: Overpaying Households, Unincorporated Mono County</b>		
<b>Total Households Characteristics</b>	<b>Number</b>	<b>Percent of Total Households</b>
Total occupied units ( households)	2,210	100.0%
Total Renter households	540	24.4%
Total Owner households	1,670	75.6%
Total lower income (0-80% of HAMFI) households	880	39.8%
Lower income renters (0-80%)	360	16.3%
Lower income owners (0-80%)	520	23.5%
Extremely low income renters (0-30%)	50	2.3%
Extremely low income owners (0-30%)	125	5.7%
Lower income households paying more than 50%	170	7.7%

Lower income renter HH severely overpaying	40	1.8%
Lower income owner HH severely overpaying	130	5.9%
Extremely Low Income (0-30%)	85	3.8%
ELI Renter HH severely overpaying	30	1.4%
ELI Owner HH severely overpaying	55	2.5%
Income between 30%-50%	40	1.8%
Income between 50% -80%	45	2.0%
Lower income households paying more than 30%	465	21.0%
Lower income renter HH overpaying	185	8.4%
Lower income owner HH overpaying	280	12.7%
Extremely Low Income (0-30%)	120	5.4%
Income between 30%-50%	135	6.1%
Income between 50% -80%	210	9.5%
Total Households Overpaying	940	42.5%
Total Renter Households Overpaying	365	16.5%
Total Owner Households Overpaying	575	26.0%

Source: 2006-2015 CHAS Data Sets

<b>Table 14: Overpaying Households, Rental Units</b>		
<b>Renter Households Characteristics</b>	<b>Number</b>	<b>Percent of Total Households</b>
Total renter-occupied units (renter households)	540	100.0%
Total lower income (0-80% of HAMFI) renter households	360	66.7%
Lower income renters paying more than 30% but less than 50%	145	26.9%
Extremely Low Income (0-30%)	0	0.0%
Income between 30%-50%	90	16.7%
Income between 50% -80%	55	10.2%
Lower income renters paying more than 50%	40	7.4%
Extremely Low Income (0-30%)	30	5.6%
Income between 30%-50%	10	1.9%
Income between 50% -80%	0	0.0%
Lower income renters paying more than 30%	185	34.3%
Extremely Low Income (0-30%)	30	5.6%
Income between 30%-50%	100	18.5%
Income between 50% -80%	55	10.2%

Source: 2006-2015 CHAS data sets

Table 15: Overpaying Households, Owner-occupied Units		
Owner Households Characteristics	Number	Percent of Total Households
Total owner-occupied units (owner households)	1,670	100.0%
Total lower income (0-80% of HAMFI) owner households	520	31.1%
Lower income owner households paying more than 30% but less than 50%	150	9.0%
Extremely Low Income (0-30%)	35	2.1%
Income between 30%-50%	5	0.3%
Income between 50% -80%	110	6.6%
Lower income owner households paying more than 50%	130	7.8%
Extremely Low Income (0-30%)	55	3.3%
Income between 30%-50%	30	1.8%
Income between 50% -80%	45	2.7%
Lower income owner households paying more than 30%	280	16.8%
Extremely Low Income (0-30%)	90	5.4%
Income between 30%-50%	35	2.1%
Income between 50% -80%	155	9.3%

Source: 2006-2015 CHAS data sets

**Employment**

Service occupations make up the largest employment sector in the County at 34%. The following is a list of major employers in Mono County developed using the 2009 America's Labor Market Information System Employer Database (California Employment Development Department, [www.labormarketinfo.edd.ca.gov](http://www.labormarketinfo.edd.ca.gov)):

Employer Name	Location	Industry
Eastern Sierra Unified School District	Various	Schools
June Mountain Ski Area	June Lake	Hotels & Motels
Juniper Springs Resort	Mammoth Lakes	Resort
Mammoth Hospital	Mammoth Lakes	Hospitals
Mammoth Lakes Fire Department	Mammoth Lakes	Misc. Business
Mammoth Mountain Inn	Mammoth Lakes	Hotels & Motels
Mammoth Mountain Ski Area	Mammoth Lakes	Hotels & Motels
Mono County Government	Bridgeport	Local government
Town of Mammoth Lakes	Mammoth Lakes	Local government
U.S. Forest Service	Various	Federal government
Vons	Mammoth Lakes	Retail

## Income

The overall median household income in the unincorporated area based on US 2010 Census data was \$61,868, up from \$45,325 in 2000. The median household income varied significantly, however, throughout the county with the communities near Mammoth Lakes generally having higher overall income levels.

<b>Table 16: Household Income by CDP, 2010</b>		
	<b>Median</b>	<b>Mean</b>
Countywide	61,868	68,546
Mammoth Lakes	59,972	67,089
<b><i>Mono County CDPs</i></b>		
Chalfant	52,039	59,800
Benton	33,048	35,168
Paradise	81,346	91,905
Swall Meadows	96,471	112,333
Sunny Slopes	133,287	NA
Aspen Springs	NA	NA
Crowley Lake	85,735	76,856
McGee Creek	89,290	141,335
June Lake	50,329	58,173
Lee Vining	70,172	57,240
Mono City	42,875	48,652
Bridgeport	71,250	64,143
Walker	50,655	61,119
Coleville	46,559	51,669
Topaz	NA	NA

*Source: US Census*

## Persons with Disabilities

While persons with disabilities do not represent a significant portion of the population in the unincorporated area of the County, adequate housing remains an important concern. The Inyo Mono Association for the Handicapped (IMAH) serves disabled adults 18 and older, primarily with vocational training, supported employment and similar programs. The Inyo Mono Area Agency on Aging (IMAAA) contracts with the Mono County Department of Social Services to provide Mono County Senior Services (MCSS). IMAAA also operates the Linkages program in Mono County, which links vulnerable seniors and disabled adults to service in order to enhance their ability to maintain their independence. Mono County Senior Services (MCSS) delivers meals to 28 homes in Walker and serves 15 to 25 meals a day in the Walker Senior Center while 9 to 10 meals a day are delivered to the Benton area seniors. MCSS also has 3 clients under the Linkages Program and 28 under In Home Supportive Services (IHSS) to assist those clients with remaining

in their homes. Other than the above, the Mono County Department of Social Services does not maintain information on how many people with disabilities they may assist. Social Services provides the following resources to people in need: CalWORKS, General Assistance, Food Stamps, Medi-Cal and/or CMSP.

Kern Regional Center serves disabled clients from Pearsonville in Kern County to Topaz in Mono County. Due to the size of its service area (16,000 square miles) and the relatively small number of clients (158 people), its services are prescriptive in nature and needs are addressed on an individual basis. They assist clients with adapting their homes and installing assistive devices but do not deal directly with housing.

The Inyo Mono Advocates for Community Action (IMACA) provide a variety of services for disabled, low-income, and homeless persons in Inyo and Mono counties. In unincorporated Mono County, IMACA provides help with retrofit programs (wheelchair ramps, assistive devices, etc.), home weatherization programs for low-income persons, childcare, Head Start, and meals. It operates 25 low-income housing units in Mammoth Lakes as well as senior and low-income housing units in Inyo County. IMACA has Section 8 vouchers that it uses primarily for rental assistance and shelter for homeless persons. IMACA and Mono County are collaborating on the provision of transitional/supportive housing opportunities.

<b>Table 17: Persons with Disability by Employment Status, Unincorporated County</b>		
	<b>Number</b>	<b>Percent</b>
Age 16-64, Employed Persons with a Disability	385	61.7%
Age 16-64, Not Employed Persons with a Disability	113	18.1%
Persons Age 65 Plus with a Disability	126	20.2%
Total Persons over 15 with a Disability	624	100%
% of Total Population	5,197	12.0%
Source: Census Bureau (2000 Census SF 3: P42)		

<b>Table 18: Persons with Disabilities by Disability Type, Unincorporated County</b>		
	<b>Number</b>	<b>Percent</b>
<i>Total Disabilities Tallied</i>	<i>1349</i>	<i>100.0%</i>
<i>Total Disabilities for Ages 5-15</i>	<i>18</i>	<i>1.3%</i>
Sensory disability	0	0%
Physical disability	0	0%
Mental disability	18	1.3%
Self-care disability	0	0%
<i>Total Disabilities for Ages 16-64</i>	<i>961</i>	<i>71.2%</i>
Sensory disability	104	7.7%
Physical disability	249	18.46%
Mental disability	81	6.0%
<i>Self-care disability</i>	<i>31</i>	<i>2.3%</i>
<i>Go-outside home disability</i>	<i>125</i>	<i>9.3%</i>
<i>Employment Disability</i>	<i>371</i>	<i>27.5%</i>
<i>Total Disabilities for Ages 65 and Over</i>	<i>370</i>	<i>27.4%</i>
Sensory Disability	71	5.3%
Physical disability	126	9.3%
Mental disability	62	4.6%
Self-care disability	18	1.3%
Go-outside-home disability	93	6.9%
Source: Census Bureau (2010 Census SF 3: P41)		



## Elderly

The elderly are defined as those 65 years and older. The 2010 Census reported that 845 seniors reside in unincorporated Mono County, or 14.2 percent of the total population. The home ownership rate of seniors is very high at 95.7% in 2000. In addition, only 18 seniors had incomes under the poverty level in 1999. Home ownership is a significant hedge against the inflationary rental environment, which is probably why there are few seniors at or below the poverty level.

Site and unit size availability are generally not a problem for seniors in Mono County due to the fact that Mono County is a rural area with the propensity for lot subdivisions rather than home subdivisions and the fact that mobile homes are permitted throughout the County on parcels zoned for single-family residences.

Due to the low number of poverty-level senior residents within the County, future needs for low-income senior households can best be addressed through rehabilitation assistance for homeowners and rent assistance for low- and moderate-income senior renters. Currently, there is no rental-assisted housing in the unincorporated areas. IMACA operates 19 units of senior housing in Bishop. Mammoth Lakes Housing operates rental-assisted housing in Mammoth Lakes, as well as low-income housing to own.

Section 202 financing, Direct Loans for Housing for the Senior or Handicapped, administered by the Department of Housing and Urban Development, is also available to qualified sponsors for the financing or construction of rental or cooperative housing facilities for occupancy by senior or handicapped persons.

## Farmworkers

Large-farm owners and ranchers in the Antelope, Bridgeport and Hammil valleys hire a limited number of farmworkers and ranch hands. Housing for most of these employees is provided on site. If this type of housing were to be eliminated, it would be difficult for farm laborers to find adequate affordable housing. The 2010 Census indicates that when the census was taken there were 17 vacant units categorized as “migratory”. This number does not indicate how many total units were available for farmworkers. Farm labor housing is permitted by-right on AG-zoned parcels.

<b>Table 19: Farmworkers, County-Wide</b>		
<b>Farms</b>	<b>Workers</b>	<b>\$1,000 payroll</b>
27	165	1,370

<b>Table 20: Farmworkers by Days Worked</b>	
<b>150 Days or More</b>	
Farms	10
Workers	108
<i>Farms with 10 or More Workers</i>	
Farms	3
Workers	84
<b>Fewer than 150 Days</b>	
Farms	24
Workers	57

<b>Table 21: Farmworker Housing Units, Unincorporated County</b>		
<b>Joe Serna Farm Worker Grant Program</b>		
<b>Projects</b>	<b>Total Units</b>	
0	0	
<b>Employee Housing Facilities</b>		
<b>Facilities</b>	<b>Permanent Facilities</b>	<b># of Permanent Employees</b>
3	1	413
<b>Seasonal Facilities</b>	<b># of Seasonal Employees</b>	<b>Total Employees</b>
2	33	446

**Female Headed Households**

The Census provides data on the total number of female-headed households, the number of those with children, and the number with incomes below the poverty level. The data are not provided separately by owner and renter and include all female heads of household; those without children may be supporting parents, or a single parent may be supporting an adult child or relative. This data is now collected by the ACS. Female heads of household are often the households most in need of affordable housing, childcare, job training and housing rehabilitation funds.

In unincorporated Mono County, there were 145 female-headed households in 2011 (5.7 percent of all households), up from 137 in 2000. Of the 145 female-headed households, none were under the poverty level however, it is likely that the ACS is underreporting due to a small sample size.

The Mono County Department of Social Services estimates that approximately 45 families in the unincorporated area with a female head of household receive assistance from CalWorks on an

ongoing basis (Julie Timerman). Under this program they are eligible to receive food stamps and Medi-Cal, as well as Welfare to Work services including, but not limited to, mental health, drug and alcohol counseling, child care, and job skills. There are no direct housing assistance programs.

Female headed households with an income under the poverty level will need affordable rental housing. In Mono County, mobile homes and small multifamily units such as duplexes and triplexes, are often the most affordable.

<b>Table 22: Female Headed Households, Unincorporated Mono County</b>		
<b>Household Type</b>	<b>Number</b>	<b>Percent</b>
Female-Headed Households	145	5.7%
Total Households	2,539	100.0%

*Source: HCD 6<sup>th</sup> Cycle data package*

### **Emergency Shelter Needs**

The need for emergency housing encompasses a large range of situations. State law requires that jurisdictions recognize emergency shelters in their zoning code. An emergency shelter is defined as, “housing with minimal supportive services for homeless person that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay” (Health and Safety Code Section 50801 (e)). Families otherwise able to provide themselves with adequate housing may be suddenly and unexpectedly faced with the need for emergency shelter as a result of fire or family break-up. Families only marginally able to meet their housing needs may be left without shelter when their present housing is sold, when a shared housing arrangement breaks down, from an inability to pay rent, or a number of similar reasons. Finally, there is a transient population, composed of both families and individuals that may have emergency shelter needs. With the range of situations where an emergency shelter may be deemed necessary, Mono County further seeks to further define adequate emergency housing.

Mono County does not have a large homeless population, due the large and sparsely populated geography of the County, the severe winter weather conditions, and lack of proximity to services and transit. The Mono County Department of Social Services estimates that they have approximately one homeless assistance case per year, which normally is a family displaced for a short time. The social services that are provided are not concentrated in one location, making it difficult for a homeless person to utilize them, especially since there is limited public transportation within the County.

Through the joint efforts of the Mono County Department of Social Services and the Inyo-Mono Advocates for Community Action (IMACA) low-income residents and transients in Mono County may be placed in a local or nearby motel on an emergency basis for up to 28 days. IMACA has 18 Section 8 vouchers that they use primarily for rental assistance and shelter for homeless persons. IMACA also operates 24 units of low-income housing in Mammoth Lakes. The Mono County Department of Social Services provides rental assistance to assist individuals with permanent

housing or to keep them from being evicted and provides food vouchers to qualified persons. Current services are adequate for the needs in the area, but capacity to serve more people is an option if deemed necessary.

Emergency shelters are allowed in the Public Facility (PF) land use designation pursuant to clarifying language adopted concurrently with this Housing Element update [through General Plan Amendment 19-02](#). The PF land use designation would currently allow [outright](#) emergency shelters with the permission of the public agency. [General Plan Amendment 19-02 clarifies that emergency shelters are permitted outright in PF LUDs without a discretionary permit regardless of public landowner permission](#). Currently, the county has designated its community centers as emergency shelters for disaster/weather-related shelter needs. Community centers are located in the PF LUD. In compliance with state law, transitional and supportive housing allowed as a residential use in all land use designations where similar housing types are allowed except the AG LUD. Transitional and supportive housing must be subject only to the restrictions that apply to other residential uses of the same type in the same designation. Mono County may pursue the creation of development standards for emergency and transitional housing to ensure that shelters will be developed in a manner that protects the health, safety, and general well-being of the public.

Emergency housing may also be a necessity during times of disaster, such as avalanches, floods, fires and earthquakes. Currently, each community area in Mono County has a designated Emergency Shelter, usually the community center or a church or school. Having an emergency shelter designation in each of the communities is imperative to Mono County because of the sporadically populated nature of the County and will avoid over-concentration of shelters in a given area. Disaster shelters may be temporarily coordinated and/or funded by the American Red Cross, the Federal Emergency Management Agency, the local Department of Social Services, the Sheriff's Department, and other appropriate private or quasi-public organizations. Although the California Office of Emergency Services has suggested that a permanent, year-round emergency disaster shelter may be appropriate for Mono County, the cost of building such a facility is well beyond the reach of the County's budget. Until such time as additional funding becomes available, use of community centers, federal buildings, churches and hotels/motels as evacuation centers/emergency shelters will continue in Mono County. The county also needs to further develop access roads in some communities in order to better serve an emergency shelter.

## Housing Types

Housing in unincorporated Mono County is predominantly single-family detached units and mobile/manufactured homes. Since 1990, all types of housing in the unincorporated area increased (Table 23). During that period, multifamily units had the greatest percentage increase, although a majority of that increase occurred from 1990-2000 and the rate has slowed considerably in the last decade.

<b>Table 23: Mono County Housing Units by Type</b>						
	<b>All Units</b>			<b>Single Detached</b>		
<b>Mono County</b>	<b>2010</b>	<b>2018</b>	<b>%</b>	<b>2010</b>	<b>2018</b>	<b>%</b>
Mammoth Lakes	9,626	9,708	0.9%	2,365	2,439	3.1%
Unincorporated Area	4,286	4,353	1.6%	2,854	2,929	2.6%
<b>Total</b>	<b>13,912</b>	<b>14,061</b>	<b>1.1%</b>	<b>5,219</b>	<b>5,368</b>	<b>2.9%</b>
	<b>Single Attached</b>			<b>Two to Four</b>		
<b>Mono County</b>	<b>2010</b>	<b>2018</b>	<b>%</b>	<b>2010</b>	<b>2018</b>	<b>%</b>
Mammoth Lakes	290	290	0.0%	2,400	2,408	0.3%
Unincorporated Area	115	120	4.3%	282	278	-1.4%
<b>Total</b>	<b>405</b>	<b>410</b>	<b>1.2%</b>	<b>2,682</b>	<b>2,686</b>	<b>0.1%</b>
	<b>Five Plus</b>			<b>Mobile Homes</b>		
<b>Mono County</b>	<b>2010</b>	<b>2018</b>	<b>%</b>	<b>2010</b>	<b>2018</b>	<b>%</b>
Mammoth Lakes	4,424	4,424	0.0%	147	147	0.0%
Unincorporated Area	123	123	0.0%	912	903	-1.0%
<b>Total</b>	<b>4,547</b>	<b>4,547</b>	<b>0.0%</b>	<b>1,059</b>	<b>1,050</b>	<b>-0.8%</b>

Source: HCD 6<sup>th</sup> Cycle data package

## Housing Stock Conditions

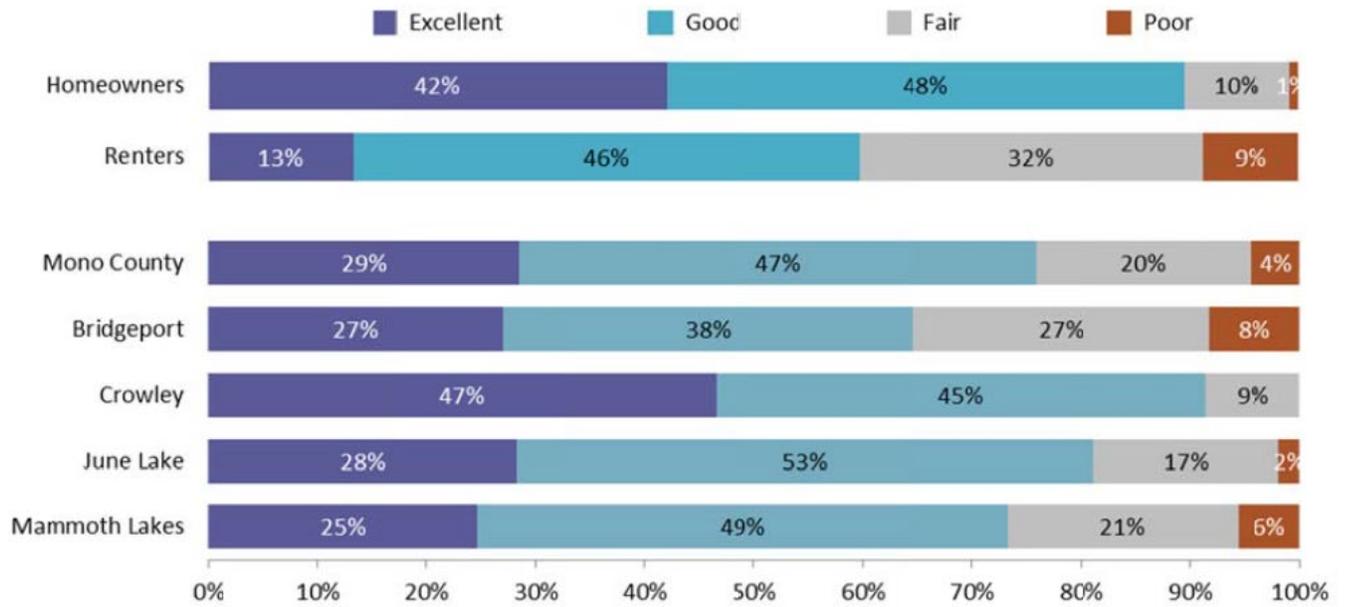
The Mono County Community Development Department completed a comprehensive Housing Condition Survey for the unincorporated area of the county in the summer of 2009. The results of that survey are shown in Table 24; results are shown for conventional single-family residences (SFR) as well as mobile homes (MH). The results have been aggregated by planning area. Data for smaller community areas within the planning areas is available from the Community Development Department. Housing units determined to be in Good Condition were in overall good condition with no repair needed. Units determined to be in Fair Condition were structurally sound but needed some minimal repair and/or paint. Units determined to be in Poor Condition were not structurally sound and needed repairs and/or paint.

Table 24: Housing Stock Conditions by Planning Area, 2009								
Planning Area	Unit Type	Number of Housing Units				% of Total		
		Good	Fair	Poor	Total	Good	Fair	Poor
Antelope Valley	SFR	116	128	29	273	42.5%	46.9%	10.6%
	MH	64	58	24	146	43.8%	39.7%	16.4%
	Total	180	186	53	419	43.0%	44.4%	12.6%
Bridgeport Valley	SFR	101	87	15	203	49.8%	42.9%	7.4%
	MH	19	17	7	43	44.2%	39.5%	16.3%
	Total	120	94	22	236	50.8%	39.8%	9.3%
Mono Basin	SFR	78	33	6	117	66.7%	28.2%	5.1%
	MH	13	2	0	15	86.7%	13.3%	0.0%
	Total	91	35	6	132	68.9%	26.5%	4.5%
June Lake	SFR	261	140	18	419	62.3%	33.4%	4.3%
	MH	4	1	1	6	66.7%	16.7%	16.7%
	Total	265	141	19	425	62.4%	33.2%	4.5%
Long Valley	SFR	495	102	5	602	82.2%	16.9%	0.8%
	MH	2	1	0	3	66.7%	33.3%	0.0%
	Total	497	103	5	605	82.1%	17.0%	0.8%
Tri-Valley	SFR	90	63	14	167	53.9%	37.7%	8.4%
	MH	143	70	32	245	58.4%	28.6%	13.1%
	Total	233	133	46	412	56.6%	32.3%	11.2%
Total	SFR	1141	553	87	1781	64.1%	31.0%	4.9%
	MH	245	149	64	458	53.5%	32.5%	14.0%

Source: Mono County Community Development Department, Housing Conditions Survey.

A survey of homeowners completed as part of the 2017 Housing Needs Assessment provides updated data. As shown in Figure 3, about 75 percent of Mono County residents rate their home's condition as either excellent or good. Homeowners are much more likely to report excellent condition than renters (42% versus 13%). Among communities with sufficient data for analysis, Crowley residents are most likely to rate their home in excellent condition (47%). Bridgeport residents are most likely to rate their home's condition as fair (27%) or poor (8%).

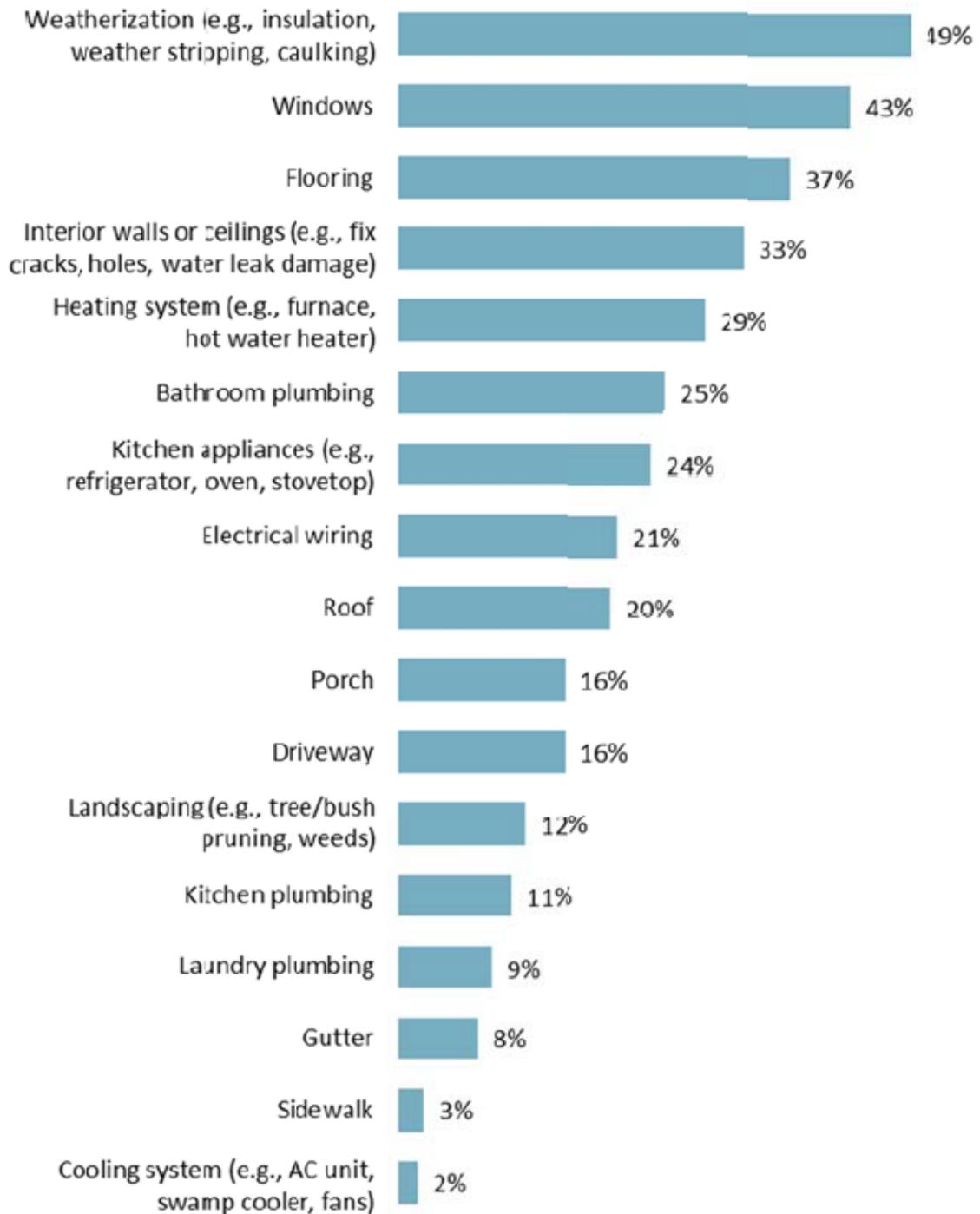
**Figure 3: Condition of units, based on tenure and location**



Note: Data shown for places with at least 40 survey responses.  
 Source: 2017 Housing Choice and Needs Survey, Resident Sample.

Of those with homes in fair or poor condition, 88 percent report the need for repairs. Figure 4 presents the most important needed repairs. Nearly half of those homes in fair or poor condition require improved weatherization.

**Figure 4: Most needed repairs for homes in poor or fair condition**



Source: 2017 Housing Choice and Needs Survey; n= 158 residents.



## Needs Assessment

### Overview

Although much of the County's overall growth has occurred within the boundaries of the Town of Mammoth Lakes, housing shortages within Town are shifting demand into the unincorporated County. Modest development in the County has made it difficult to accommodate this new demand, leading to increased housing prices. Much of the County's recent housing growth has been driven by second homeownership and, more recently, vacation rentals. At 35%, Mono County has one of the lowest permanent resident occupancy rates when compared with similar counties (2017 Needs Assessment). The unincorporated County remains a single family detached home market, with typical rural development patterns. As demand from the Town of Mammoth Lakes puts pressure on the County's inventory, development patterns may see a shift to accommodate growth.

A clear majority of existing attached units tend to be luxury units and are in the Town of Mammoth Lakes. At the time of the 2017 Needs Assessment, all but one of the attached units for sale in the County are in Mammoth Lakes and have a median price well above affordable levels for an average household in the County. Further, significant Homeowner's Association (HOA) fees decrease affordability of such units by approximately \$100,000, making the actual price point even more difficult to attain.

Attached products are at a significant deficit for the workforce and families due to lack of affordability in Mammoth Lakes and lack of supply in the unincorporated area. Of the residential units in the unincorporated area, just seven percent are multifamily developments (a roughly even split between duplexes/triplexes and condos /apartments). As attached options become less affordable in town, the unincorporated area should expect to have even greater pressure to provide these types of units.

While the single family detached category provides more listings, most homes are still well out of reach for the typical worker. Renters who could have moved into ownership in the 1990s cannot find affordable homes to buy—yet most of them (90%) would like to buy in the next five years. To become homeowners, an average renter in the County who wants to buy would need a home priced at around \$200,000—or \$400,000 for a two-earner renter household. In the unincorporated County, there were fewer than 10 single family homes priced under \$450,000 available for sale in August 2017 when BBC conducted the study, and no condominiums. Only one of these units was located south of Bridgeport.

Projections show the County has very little housing inventory to absorb future job growth. The jobs most likely to grow in the future are in tourist-related industries: food services and preparation, housekeeping, retail, and services. These jobs typically pay around \$10 per hour—or \$20,000 per year. Most workers in the County hold more than one job, putting their annual earnings closer to \$35,000 per year. This is nearly enough to afford the median rent, particularly with a roommate who works. However, if additional affordable units are not created, median rent could be increased to a point that is out of reach for those in the County's largest and fastest-growing employment sector.

Understanding future housing needs and creating a target will be critical in short and long-range efforts.

A housing model developed by BBC estimates a range of current and future housing needs. The modeling exercise found a current need of between 175 and 450 rental units in the County overall. The low end of this range captures units that are needed to accommodate unfilled jobs help and workers who will leave the County due to housing conditions. The high end of the range includes providing rental units for in-commuters who want to live in the County. The model suggests that 50 to 100 units are needed in the unincorporated County, a range that will be heavily influenced by overflow demand from the Town of Mammoth Lakes.

Future housing needs are largely determined by employment growth and estimates of job growth differ widely due to variance in economic conditions. The housing needs projections for 2022 use three job growth scenarios: one based on last year's growth, one incorporating the more aggressive state growth estimates, and one based on input from surveyed employers. The most conservative estimate for the County, which includes the Town of Mammoth Lakes, shows a need for 184 additional housing units by 2022. The accelerated growth estimate suggests a need for as many as 664 units. A reasonable middle ground estimate for the unincorporated County shows a need for 70 housing units to accommodate new housing demand from employment growth, which would be in addition to the 50 to 100 units that are needed to address renters' needs currently. In all, the unincorporated County has a need for between 120 and 170 units to accommodate current needs and future employment growth through 2022.

Often a housing needs assessment will delineate conditions based on a jurisdiction's needs en masse, as reflected by many of the previous numbers discussed here. However, needs and strategies are identified here on a more local basis. For example, June Lake has an occupation rate of around 25 percent, compared to approximately 75 percent in Bridgeport and the Mono Basin, and 91 and 88 percent in Topaz and Walker respectively. Clearly the dynamics of each community are significantly different, where June Lake may look to strategies aimed at conversion of stock to more long-term resident options, while other communities may need to increase the quality of affordable options. For this reason, the Housing Element attempts to provide separate analysis of each planning area, in addition to County-wide data.

<b>Current Housing Needs</b>	<b>County Overall</b>	<b>Mammoth Lakes</b>	<b>Unincorporated County</b>
<b>Renter Demand</b>			
<i>Rental units needed to house workers for unfilled jobs</i>	40-55	40-55	5-10
<i>Commuters who would like to live in Mammoth Lakes</i>	220	220	0
<i>Worker households who plan to leave the County due to lack of housing</i>	31	25	7
<i>Year round worker households that are overcrowded</i>	247	116	131
<i>Seasonal worker households that are overcrowded</i>	44	44	0
<i>Units needed to alleviate overcrowding (1-1.5 unit per overcrowded household)</i>	100-125	55-70	45-55
<i>Renters who had to move because they can't afford housing or their units converted to seasonal (for comparison)</i>	299	199	100
<b>Range of Unmet Demand for Rental Units</b>	<b>175-450</b>	<b>125-350</b>	<b>50-100</b>
<b>Ownership Demand by Renters</b>			
<i>Households who currently rent and want to be owners in the next 5 years</i>	1,009	640	369
<i>Current owners who plan to sell in next five years</i>	363	176	187
<i>Seasonal owners who plan to sell in the next five years</i>	405	359	47
<i>Total units that could be available to new owners</i>	768	534	234
<b>Range of Demand for Ownership</b>	<b>235-625</b>	<b>100-375</b>	<b>135-250</b>
<b>Repair Needs</b>			
<i>Occupied units</i>			
<i>Owners who need repairs (units in "fair" or "poor" condition)</i>	332	176	156
<i>Owners who need significant repairs (units in "poor" condition)</i>	33	18	16
<i>Renters who need repairs (units in "fair" or "poor" condition)</i>	1291	846	445
<i>Renters who need significant repairs (units in "poor" condition)</i>	283	186	98
<b>Future Needs</b>			
<b>From Employer Survey (Lower Bound Estimates)</b>			
<i>FTE equivalent worker housing needed</i>	83		
<i>FTE seasonal workers housing needed</i>	102		
<i>New housing units needed, 2022</i>	184	144	40
<b>Continued Employment Growth Scenario (Middle Estimates)</b>			
<i>Current employment, excluding self employed</i>	7,430		
<i>Growth 2016-2017</i>	2%		
<i>Projected employment, 2022</i>	8,163		
<i>New jobs by 2022 if future growth is similar to 2016-2017</i>	733	608	125
<i>New housing units needed, 2022</i>	339	269	70
<b>State Projections of New Jobs plus Replacement (Upper Bound Estimates)</b>			
<i>New jobs, regional growth by industry applied to Mono County</i>	444		
<i>Replacement jobs</i>	991		
<i>New jobs by 2022 based on state projections</i>	1,435	1,135	300
<i>Employees needed</i>	1,196		
<i>New housing units needed, 2022</i>	664	524	140
<b>Self Employed Workers, Estimated Range of Growth</b>			
<i>Job growth, self-employed workers</i>	240		
<i>New units for self-employed workers</i>	133		

Note: Model assumes that there are 1.8 workers per household, except for seasonal (2.5), and workers hold 1.2 jobs.

Source: BBC Research & Consulting.

## RHNA

The Regional Housing Need allocated to unincorporated Mono County for the period of December 31, 2018 through August 15, 2027 is shown in Table 25. The income groups are defined as follows:

Very Low Income	0-50% of the area's median income (AMI)
Low Income	51-80% of AMI
Moderate Income	81-120% of AMI
Above Moderate Income	Over 120% of AMI

The median income for a 4-person household in Mono County in 2018 was \$81,200 (HCD, 2018 state income limits). Income limits are adjusted depending on the number of people in the household. The median household income in 2010, regardless of household size, was \$61,868.

Income Group	Number	Percent
Very Low	13 units	15.3%
Low	16 units	18.8%
Moderate	21 units	24.7%
Above Moderate	35 units	41.2%
<b>Total</b>	<b>85 units</b>	<b>100.0%</b>

Source: HCD

In the past, Mono County allocated its overall regional housing needs to communities in the unincorporated area based on the percentage of the population in each community area. Due to concerns in some communities over the arbitrary nature of such an allocation, the County has decided to no longer allocate its regional housing needs to community areas. To address concerns over community specific needs, the County relies on area plan policies and a location-based site inventory analysis.

Table 25 shows the number of housing units by income group permitted in the unincorporated portion of Mono County between January 2014 and December 2018, based on project valuation.

Income Group	# of Units Permitted	5 <sup>th</sup> Cycle RHNA
Very Low	0	11
Low	19	7
Moderate	52	9
Above Moderate	51	19
<b>Total</b>	<b>122</b>	<b>46</b>

Source: California Department of Housing and Community Development - Division of Housing Policy Development, Raw Annual Progress Report Data; Mono County Community Development Department.

<b>Table 27: Projected Creation of Units to Meet 6<sup>th</sup> Cycle RHNA, by type</b>			
<b>Income Level</b>	<b>New Construction</b>	<b>Rehabilitation</b>	<b>Conservation/Preservation</b>
Very Low	11	2	0
Low	13	3	0
Moderate	21	0	0
Above Moderate	35	0	0

The county averages approximately one conversion/rehabilitation every two years, typically in the form of a garage conversion. The remaining RHNA numbers are projected to be met through the construction of new units. The County does not have a historical preservation district, funding source, or regulatory mechanism to preserve or conserve units. No units are at risk from converting from affordable to market rate (*Source: HCD*).

### **Buildout**

Buildout calculations can provide an idea of the amount of residential land remaining in the County and, more specifically, how much potential remains in each land use designation. Buildout numbers are intended to provide a “ceiling” for development as land is currently constituted and does not attempt to project development. In reality, development on individual parcels rarely approaches maximum potential (particularly for multi-family land uses) and therefore numbers should be viewed as a maximum bound. Calculations are based on the following assumptions:

1. Potential is based on the current configurations of individual parcels. The possibility for subdivisions, lot line adjustments, and lot mergers were not considered. Each parcel is analyzed in a vacuum, regardless of surrounding lots.
2. Theoretical potential is then reduced by considering the following constraints:
  - a. Limitations due to hazards, including avalanche danger. Areas are determined based on County hazard maps, which indicate conditional development zones.
  - b. Limitations based on water and sewer services;
  - c. Limitations on agricultural development based on area plan policies; and
  - d. Development credits for agriculture parcel.
3. Physical constraints, including steep slopes, streams, and outcroppings are not considered.
4. Infill potential on currently built-on parcels is only factored in for the following commercial areas on multi-family, mixed-use, and commercial lots: June Lake, Lee Vining, and Bridgeport. A parcel located in these locations is deemed to have potential if existing development is below 50% of maximum potential;
5. For land use designations allowing both residential and commercial development, buildout for the purpose of the Housing Element assumes only residential development will occur.
6. Accessory dwelling units were not factored into buildout potential.

7. Buildout does not consider time. Particular land use designations and communities have faster rates of growth, but buildout is considered on an infinite timeline based on the current configuration of land.

<b>Table 28: Buildout Calculations by Land Use Designation</b>			
<b>LUD</b>	<b>Acres</b>	<b>Unit Potential</b>	<b>% of Total Unit Potential</b>
Agriculture (AG)	77,174	4,887	32.8%
Commercial (C)	123	1,089	7.3%
Commercial Lodging (CL)	20	210	1.4%
Estate Residential (ER)	4,324	1,246	8.4%
Industrial/Industrial Park (I/IP)	63	50	0.3%
Multi-Family Residential (MFR)	50	523	3.5%
Public Facilities (PF)	6	6	0.04%
Mixed Use (MU)	302	1,389	9.3%
Resource Management (RM)	31,469	723	4.9%
Rural Mobile Home (RMH)	432	384	2.6%
Rural Residential (RR)	4,021	484	3.3%
Rural Resort (RU)	344	70	0.5%
Scenic Area Agriculture (SAA)	3	10	0.1%
Service Commercial (SC)	4	17	0.1%
Single-Family Residential (SFR)	981	2,524	17.0%
Specific Plan (SP)	598	1,268	8.5%
<b>Total Buildout</b>	<b>119,914</b>	<b>14,880</b>	<b>100%</b>

According to 2015 American Community Survey data, there are currently 4,260 units in the unincorporated county, representing 29% of full buildout. The largest share of potential lies on agriculture lands, but development on these parcels is likely to be insignificant as shown by historical patterns and is discouraged by General Plan policies. Most development will likely occur on single-family residential and estate residential parcels, continuing the trend of detached products in the County. Approximately 92% of units in the County are single-family detached homes.

Multi-family residential (MFR) lots often provide the greatest opportunity for high density development and nearly half of the MFR parcels in the County are undeveloped. However, just one of these lots exceeds one acre in size. Multi-family development will need to occur through smaller complexes or specific plans.

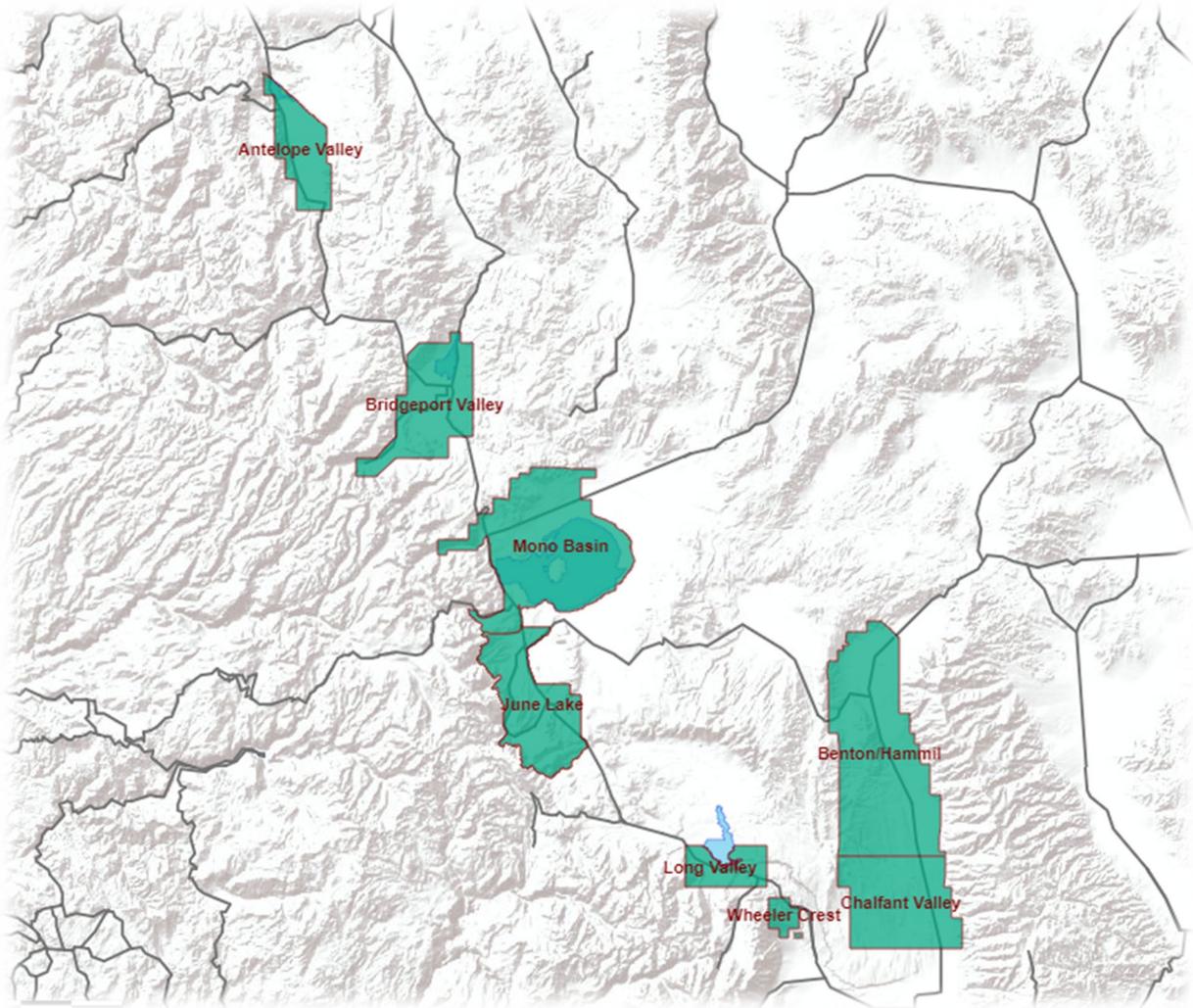
An analysis of buildout broken down by community is presented in the next section.

## **Community Profiles**

The Housing Element divides the County into seven major planning areas:

1. Antelope Valley
2. Bridgeport Valley
3. Mono Basin (Lee Vining and Mono City)
4. June Lake
5. Long Valley (Crowley Lake, Sunny Slopes, Aspen Springs, McGee Creek)
6. Wheeler Crest (Swall Meadows and Paradise)
7. Tri-Valley (Benton, Hammil, and Chalfant Valleys)

The seven planning areas represent over 90% of the County's unincorporated population. Each area has a unique set of housing challenges and is represented by their own Regional Planning Advisory Committee (RPAC). The following section profiles each area, including buildout data, relevant characteristics, opportunity sites, and challenges and constraints.



*Mono County planning area*



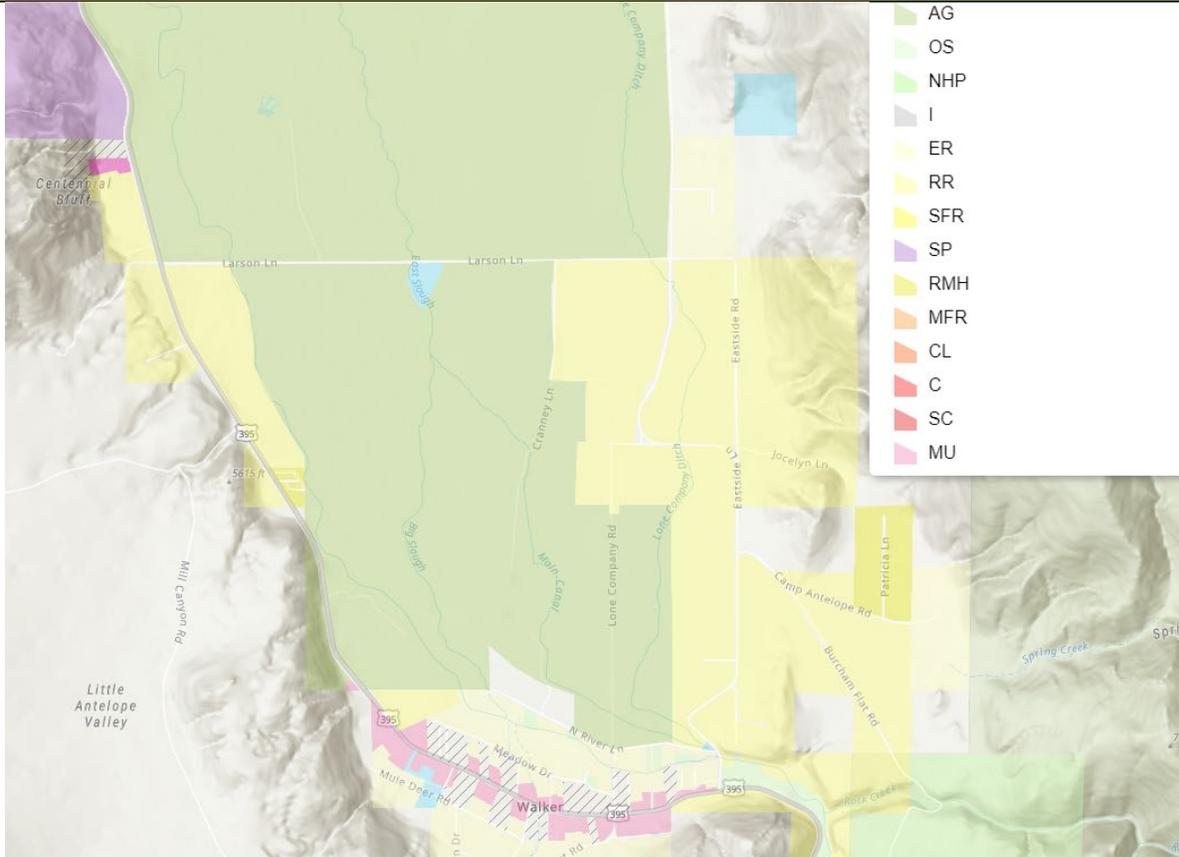
## Antelope Valley Community Profile



Quick Facts <sup>1</sup>	Antelope Valley Buildout Potential		
<b>Communities:</b> Walker (pop. 721) Coleville (pop. 495) Topaz (pop. 50)  <b>Housing Units: 842</b>  <b>Percentage of housing stock in poor condition is highest in County (12.6%)</b>  <b>High percentage of year-round occupancy (90%)</b>  <b>Approximately 1/4 of residences are manufactured homes</b>	Land Use Designation	Acres	Unit Potential
	AG	15,047	1,470
	ER	411	312
	MU	208	189
	RM	467	10
	RMH	69	23
	RR	1,859	392
	SAA	3	4
	RU	4	17
	<b>Total</b>	<b>18,091</b>	<b>2,402</b>
<b>Buildout Potential Remaining: 64.9%</b>			

<sup>1</sup> 2017 Mono County Housing Needs Assessment

## Background



*Land use designations near Walker*

Antelope Valley is in the northernmost section of Mono County and includes the communities of Walker, Coleville, and Topaz. The region is characterized by its strong agricultural values and large rural lots. Most of the remaining housing potential is on rural residential (RR), estate residential (ER), and agriculture (AG) parcels. Several mixed-use parcels along Highway 395 through Walker contain development potential.

Antelope Valley does not share many of the same issues faced by other communities in the County. Over 90% of residences are occupied year-round and the housing shortage is considered minor.

A focus for Antelope Valley should be improving existing stock. Nearly 13% of housing stock in the area is considered poor, the highest rate in the County. Weatherization and rehabilitation programs would be most beneficial for residents.

Renters looking to own property in the region also reported a strong desire to maintain the first-time homebuyer assistance program.

Growth in Antelope Valley is projected to remain incremental. The County has not identified sites for larger projects as development is expected to occur mainly in the form of single-family residences on rural lots. Manufactured homes are likely to remain a popular avenue for residents looking to reduce costs over traditional stick-built housing.

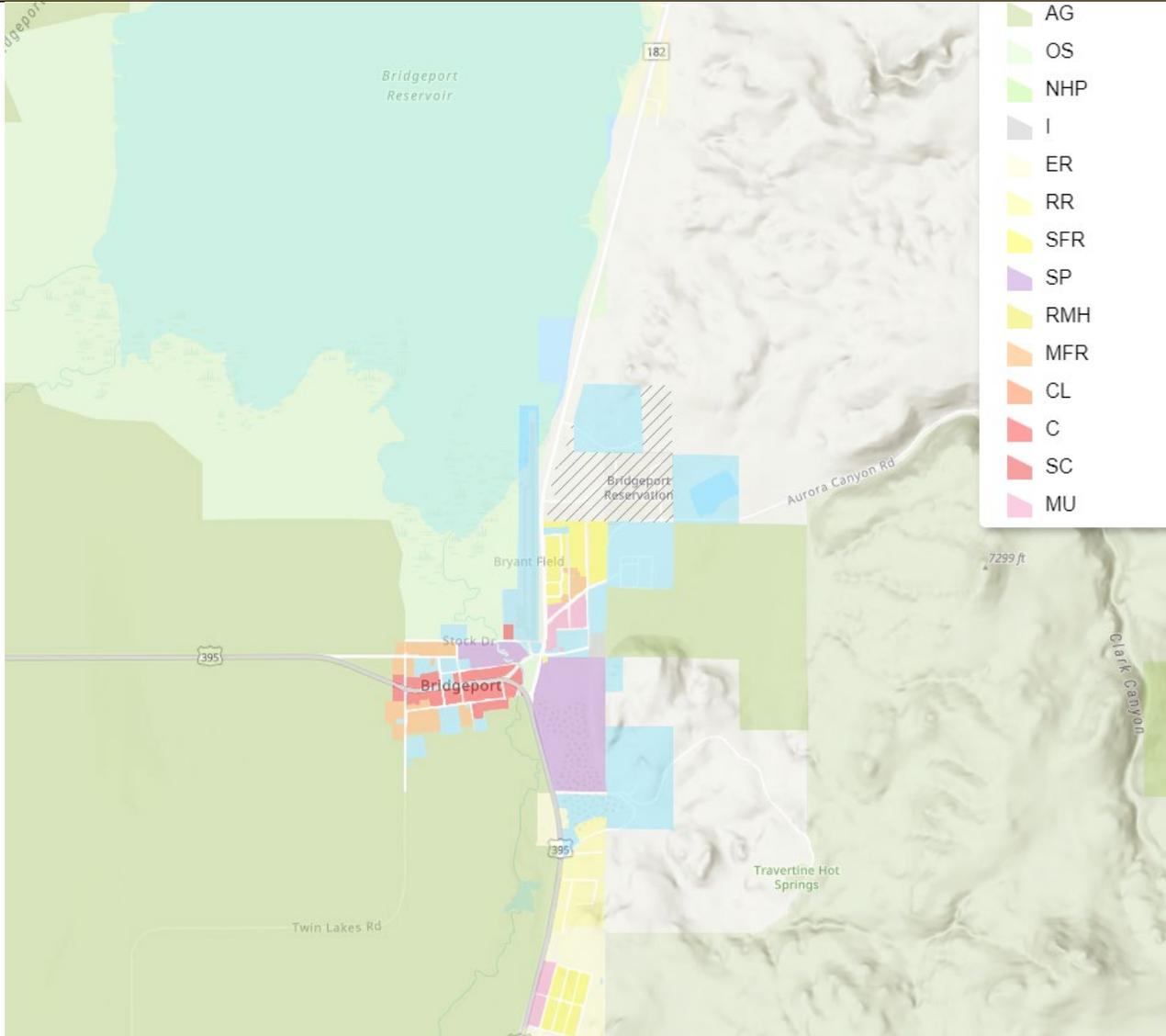
# Bridgeport Valley Community Profile



Quick Facts <sup>2</sup>	Bridgeport Valley Buildout Potential		
<b>Population: 575</b>  <b>Housing Units: 333</b>  <b>Stagnant growth (current population equal to 1980 census)</b>  <b>Oldest housing stock in County (64% at least 40 years old)</b>	Land Use Designation	Acres	Unit Potential
	AG	24,270	936
	C	27	266
	ER	285	278
	I/IP	25	10
	MFR	28	306
	MU	40	583
	RM	399	16
	RR	35	35
	RU	119	26
	SFR	129	535
	<b>Total</b>	<b>25,350</b>	<b>2,991</b>
	<b>Buildout Potential Remaining: 88.9%</b>		

<sup>2</sup> 2017 Mono County Housing Needs Assessment

## Background



*Land Use Designations in the Bridgeport Valley*

The Bridgeport Valley consists of the Bridgeport townsite and surrounding agriculture parcels of the valley. Growth has been static for the past four decades – the population was 575 in 1980, 576 in 1990, and 575 in 2010. The result is an aging housing stock, with nearly two-thirds of units built more than forty years ago.

There are several key sites available within the core of Bridgeport offering both vacant and redevelopment opportunities. Commercial and multi-family zones along Main Street allow for high density development. With a number of suitable locations available, the main barrier is economic viability. The cost of construction for residential units in Mono County exceeds \$300 per square foot, and it is challenging for developers to get a good return on investment. Water quality due to the presence of arsenic may also be an issue for some lots.

## Key Sites

### Buster's Market (Redevelopment)

APN: 008-092-003, 008-092-006,

008-092-009

Acres: 1.77

Unit Potential: 23

LUD: Commercial, Multi-Family Low

Income Level: Moderate

Potential for redevelopment of the former Buster's Market, an existing vacant building. Property consists of three parcels – two commercial lots and one multi-family low (MFR-L). Site is located along main street at the northern end of the Bridgeport core. The County will consider re-zoning to MFR-H to accommodate more density.



### 424 Main Street

APN: 008-093-026

Acres: 0.22

Unit Potential: 3

LUD: Commercial

Income Level: Moderate

Adjacent to the vacant "Buster's Market" property, this commercial parcel could provide site for a small multi-family or mixed-use development along main street. No infrastructure improvements required.



**175 Main Street (Underdeveloped)**

APN: 008-141-004

Acres: 0.94

Unit Potential: 14

LUD: Commercial

Income Level: Low, Moderate

Property is a candidate for infill or redevelopment. Parcel is in the Bridgeport core and has access from Main Street (Highway 395) and Kingsley Street. No infrastructure improvements required.



**Alpine Vista Estates**

Acres: 3.1

Unit Potential: 12

LUD: SFR

Income Level: Moderate

Subdivision of single-family lots located along Highway 182. Agreement is in place to improve roads for subdivision. Project on hold until market conditions improve.



**186 Milk Ranch Rd**

APN: 008-080-011

Acres: 74.3

LUD: Estate Residential, Specific Plan

Income Level: Moderate

Large parcel located east of the Bridgeport townsite. Main constraints are water quality environmental impacts due to the presence of alkali flats and wetlands.



**BLM Land Exchange**

APN: 008-030-014

Acres: 163.2

LUD: Resource Management

Income Level: Moderate

Large flat parcel located north of the Bridgeport townsite along Highway 182. Lot is owned by BLM and could be a candidate for a land exchange proposal.





Quick Facts <sup>3</sup>	Mono Basin Buildout Potential		
<b>Communities:</b> <b>Lee Vining (pop. 222)</b> <b>Mono City (pop. 172)</b> <b>Total Population: 394</b>  <b>Older housing stock: 47% over 30 years old</b>  <b>Large household size: 2.61 (County average: 2.40)</b>  <b>High percentage of Hispanics: 31.5% (County average: 16.5%)</b>	Land Use Designation	Acres	Unit Potential
	AG	293	96
	C	27	127
	ER	400	24
	I	5	5
	RM	10,440	232
	RR	318	22
	SAA	3	4
	SC	4	17
	SFR	167	188
	Tioga Inn Specific Plan	57	100
	<b>Total</b>	<b>11,660</b>	<b>815</b>
	<b>Buildout Potential Remaining: 77.2%</b>		

<sup>3</sup> 2017 Mono County Housing Needs Assessment, 2010 Census



## Background

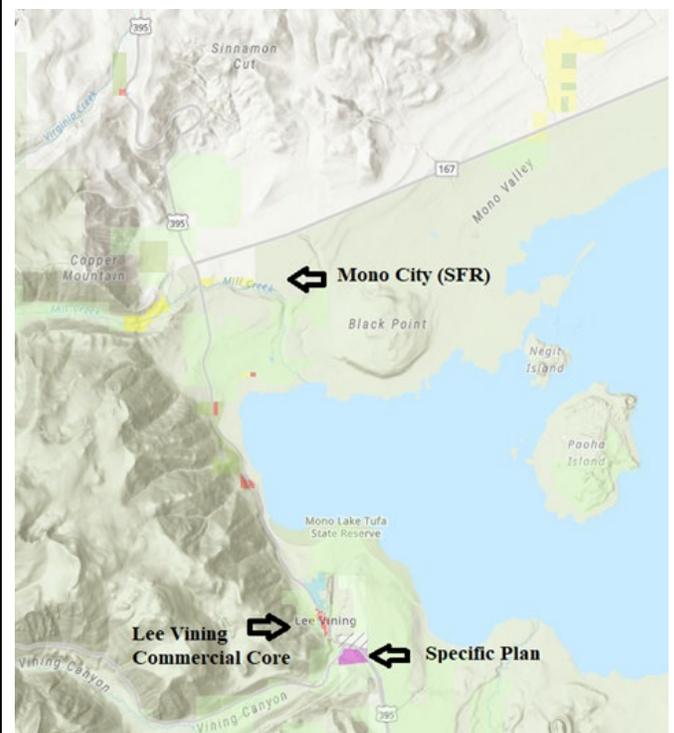
The Mono Basin planning area encompasses the communities of Lee Vining, Mono City, and the surrounding large rural parcels of the basin. Lee Vining, which serves as the gateway to Yosemite National Park, primarily consists of commercial parcels along the Highway 395 corridor, with small pockets of single family residential located away from main street. Vacant land suitable for residential development is sparse within Lee Vining, with most potential being through redevelopment. Maintenance yards located on the north end of the community are a possible candidate for residential redevelopment, but complexities related to the parcel make immediate plans unlikely. The largest and most realistic concentrated potential lies to the south of Lee Vining within the Tioga Inn Specific Plan, located at the junction of Highway 120 and Highway 395. The Specific Plan allows for development of 100 residential units under the proposed 2019 amendment. Utilities within the Lee Vining area, including water, power and, sewer, may have adequate capacity at full buildout (further analysis required).

Most of the remaining existing residential units are single family residential units located on the north end of Mono Lake in the community of Mono City. The rest of the basin is comprised of large lots – mainly rural residential (RR), estate residential (ER), and resource management (RM). A portion of the rural area falls under the Mono Basin National Forest Scenic Area Private Property Development Guidelines, which limits construction of larger projects. Parcels in Mono Basin outside of the Lee Vining area require individual water and sewer systems.

Demographically, Mono Basin stands out for its high percentage of children and large household sizes. The area has the second lowest median age in county (30) and approximately 2 in 5 residents live with roommates. Median household income is slightly above County average but is partly influenced by households having a higher than average number of earners.

The area also has a high percentage of older units, with 47% built more than 30 years ago. Despite the large number of older units, housing stock is in good condition with less than 5% reported as being in poor condition (needing significant repair). The most common identified need to improve existing stock was funds for weatherization and energy efficiency (45% of responders).

To help aid in providing long-term housing to the local workforce, non-owner-occupied short-term rentals are prohibited in the Mono City.



## Key Sites

### Tioga Inn Specific Plan

APN: 021-080-025

Acres: 32.1

Unit Potential: 100

Income Level: Moderate

A 2019 Specific Plan Amendment is expected to allow for up to 150 additional workforce housing bedrooms, or approximately 100 units. The proposed workforce housing area is located along the southern property boundary, directly south of the promontory restaurant.

Impacts and constraints will be analyzed as part of Tioga Inn Specific Plan Amendment #3.





Quick Facts <sup>4</sup>	June Lake Buildout Potential				
<b>Population: 631</b> <b>Housing Units: 869</b>  <b>Approximately 3/4 of units are not permanently occupied</b>  <b>Nearly 1/4 of units are multi-family, the highest percentage in the County</b>  <b>High percentage of renter-occupied units (48% among permanently occupied units)</b>	<b>Land Use Designation</b>		<b>Acres</b>	<b>Unit Potential</b>	
	C		18	180	
	CL		20	210	
	ER		8	3	
	MFR		18	165	
	MU		11	131	
	SFR		166	710	
	Specific Plan	Rodeo Grounds			789
		Highlands I			3
		Highlands II			153
	<b>Total</b>		<b>563</b>	<b>2,518</b>	
<b>Buildout Potential Remaining: 65.5%</b>					

<sup>4</sup> 2017 Mono County Housing Needs Assessment, 2013 June Lake Area Plan – Housing Section

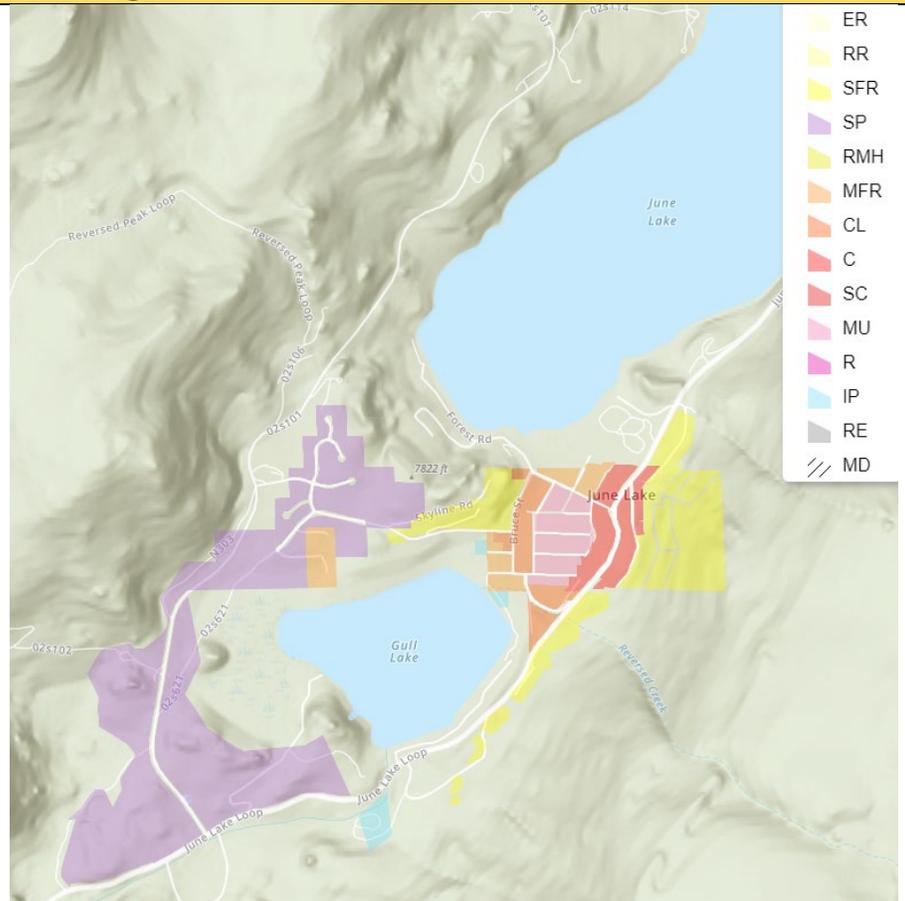
## Background

June Lake’s housing landscape provides a great deal of variety. A mix of multi-family and single-family land uses dispersed throughout the community provides the opportunity to serve a diverse population. Much of the buildout potential remains in specific plans, particularly the Rodeo Grounds Specific Plan located across from June Mountain.

June Lake’s housing stock is a combination of older and newer units. Over half of the stock has been constructed since 1990, a ratio higher than County average, but over 14 percent of units were built more than fifty years ago, the second highest percentage of all the County’s planning areas (Bridgeport is at 20 percent).

Perhaps the defining characteristic of housing in June Lake is the low percentage of permanently occupied units. Nearly three out of four units are not permanently occupied, typically being used as second homes or short-term rentals. The community has developed stringent, neighborhood-specific short-term rental policies, which may help increase the number of long-term housing opportunities.

Key development challenges include avalanche hazard, difficult lot configurations, and environmental constraints. Many of the lots located east of Highway 158 are limited due to being in conditional development zones that present avalanche danger. Single family residences may be constructed in these zones at the risk of the owner, but the infrastructure does not exist to support access and development. Other lots in the community are challenging to build on due to a number of factors, including lot narrowness, stream setbacks, topography, and the inability to meet snow storage requirements.



*June Lake Land Use Designations, community core*



*June Lake Land Use Designations, down canyon*

## Key Sites

### Rodeo Grounds Specific Plan

APN: 015-010-065

Acres: 81.5

Unit Potential: 789

Income Level: Low, Moderate, Above Moderate

Proposed Specific Plan included three elements: resort services, market-rate housing, and affordable housing. Specific Plan still requires approval prior to development.



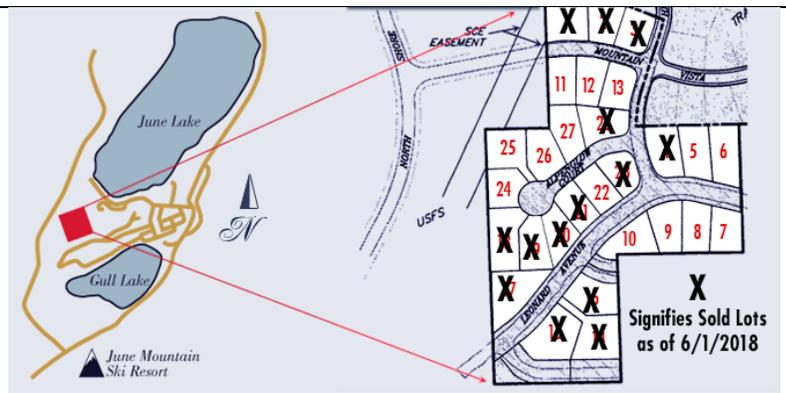
### Highlands Specific Plan

Acres: 21.2

Unit Potential: 153 (39 SFR, 114 MFR)

Income Level: Moderate, Above Moderate

The Highlands Specific Plan allows for up to 39 single-family residential units (16 constructed as of January 2019) and 114 multi-family residential units.



**Northshore Drive ER/SP**

APN: 015-300-005

Acres: 14.1

Income Level: Moderate, Above Moderate

Multiple-owner parcel designated as Estate Residential/Specific Plan. Possible location of future planned development.



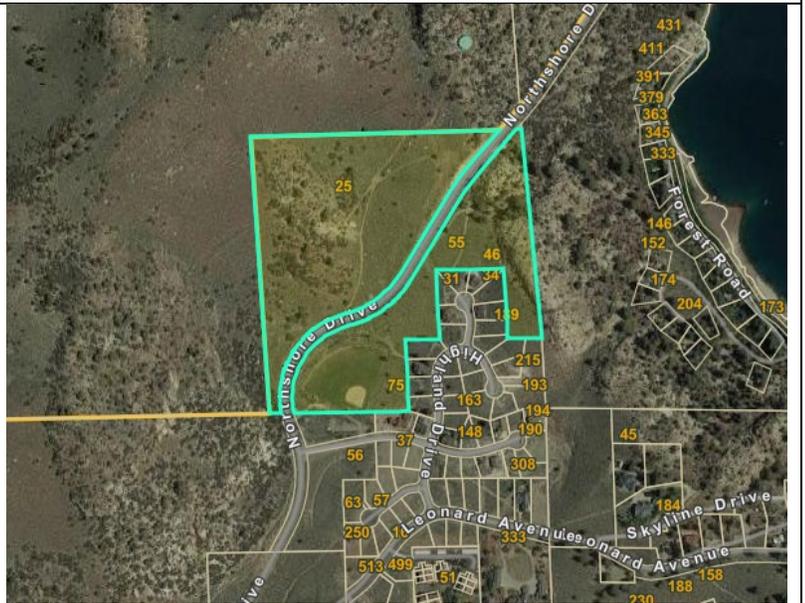
**25 Mountain Vista Drive**

APN: 015-010-055

Acres: 30.2

Income Level: Moderate, Above Moderate

Property is owned by Inyo National Forest. A land exchange could provide an appropriate site for affordable housing adjacent to the existing Highlands Specific Plan.



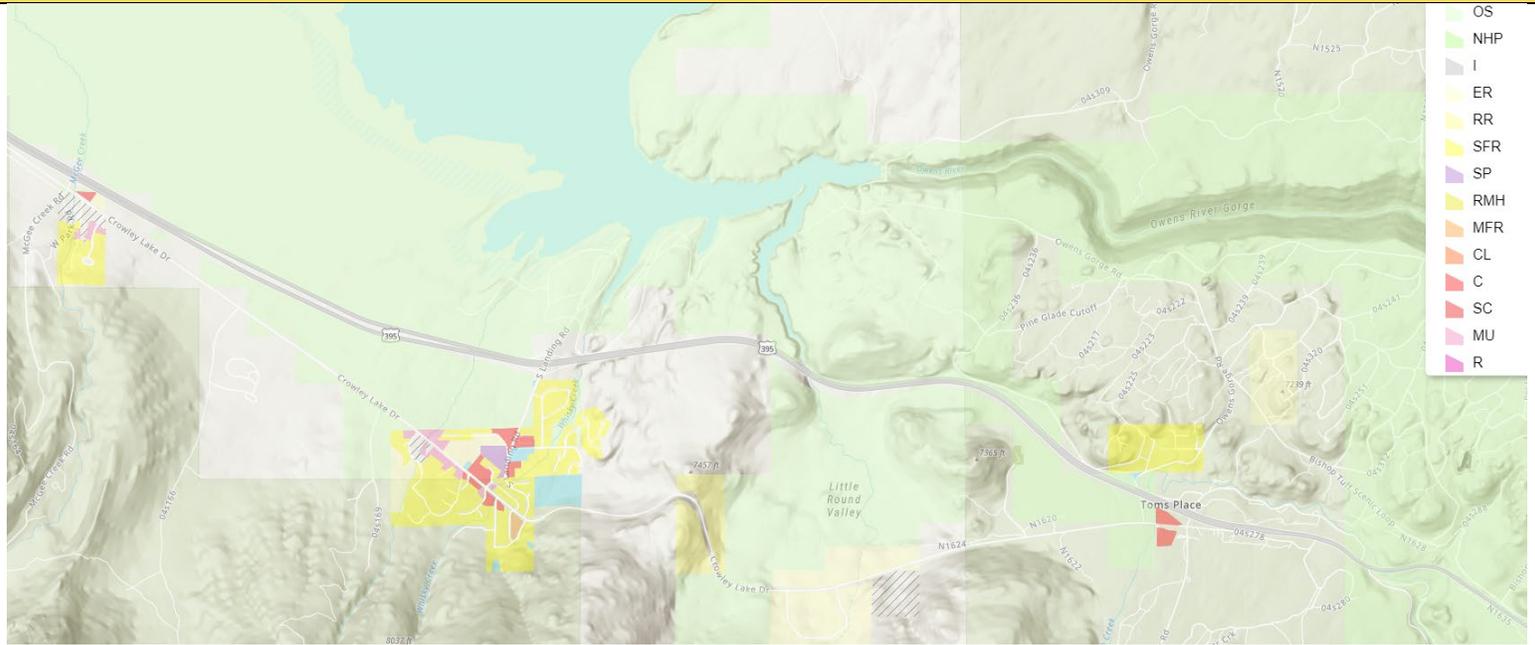
## Long Valley Community Profile



Quick Facts <sup>5</sup>	Long Valley Buildout Potential		
<b>Communities:</b> <b>Crowley Lake (pop: 880)</b> <b>Sunny Slopes (pop: 182)</b> <b>Aspen Springs (pop: 65)</b> <b>McGee Creek (pop: 41)</b>  <b>Housing Units: 658</b>  <b>Approximately 4/5 of units are owner occupied</b>  <b>Highest average household income in County</b>  <b>Less than 1% of units are in poor condition</b>	Land Use Designation	Acres	Unit Potential
	C	35	497
	ER	422	212
	MFR	4	52
	MU	33	478
	PF	3	2
	RM	59	1
	RR	71	8
	SFR	338	770
	<b>Total</b>	<b>965</b>	<b>1,968</b>
<b>Buildout Potential Remaining: 66.6%</b>			

<sup>5</sup> 2010 US Census, 2017 Mono County Housing Needs Assessment

## Background



*Long Valley Land Use Designations*

The Long Valley Planning Area consists of the communities of Crowley Lake, Sunny Slopes, Aspen Springs, and McGee Creek. As the nearest communities to Mammoth Lakes, they are heavily influenced by the County's economic center. Long Valley residents have the highest average household income in the County and the majority of the area's workforce commutes to Mammoth Lakes.

The area features mostly single-family units and nearly 80 percent of residences are permanently occupied. Non-owner-occupied short term rentals are prohibited. Long Valley's housing stock is of good quality, with less than one percent of units reported as being in poor condition.

Long Valley's outlook will be heavily tied to housing trends in the Town of Mammoth Lakes. There is currently limited land for the affordable, higher density development in high demand in Town. Pressures from Mammoth Lakes may lead to increased demand for community housing sites in the area.



## Key Sites

### School District Parcel

APN: 060-110-014

Acres: 25.9

LUD: Public Facility

Income Level: Moderate

Parcel owned by the Mammoth Unified School District. Potential site for housing school district employees.



### Crowley Lake RM

APN: 060-220-008

Acres: 59.4

LUD: Resource Management

Income Level: Moderate

Expired tract map for single-family residential with future potential for specific plan development due to size and location. Steep slopes on property. Could provide mix of housing types.



**379 South Landing Road**

APN: 060-210-031

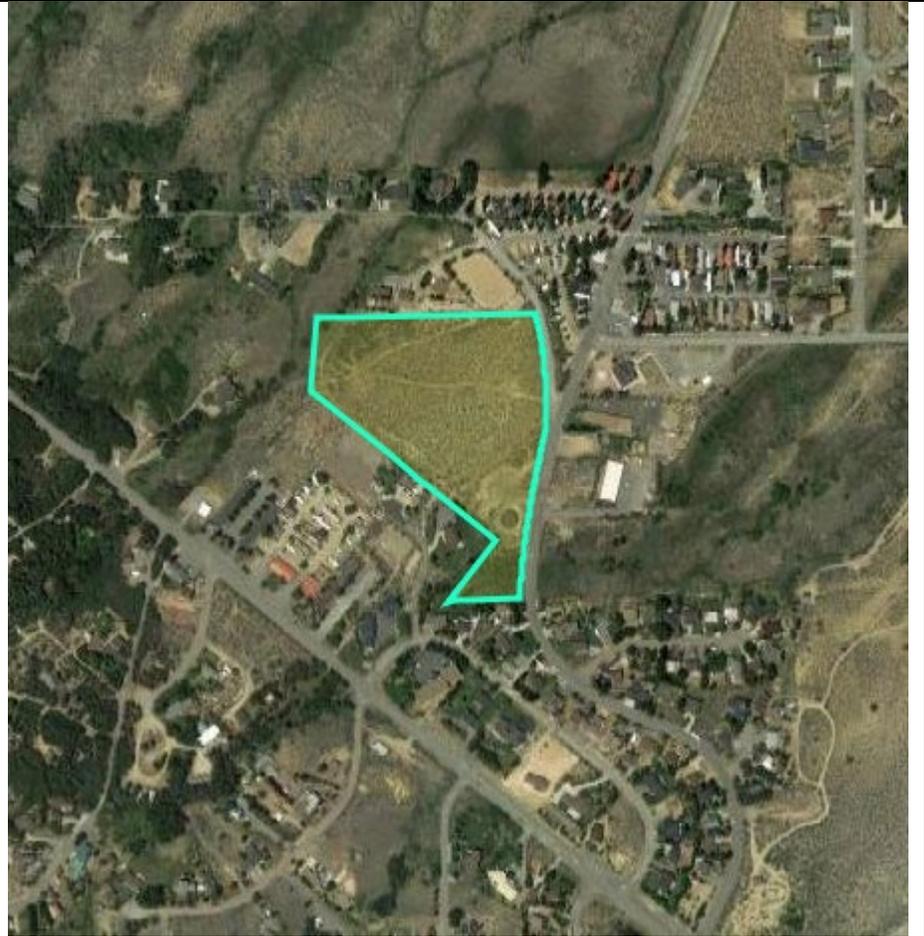
Acres: 9.0

Unit Potential: 53

LUD: Commercial, Specific Plan

Income Level: Moderate

Under the now-expired Crowley Estates Specific Plan, the property offers an opportunity for a mix of housing in the center of the Crowley Lake community. Infrastructure constraints are the largest concern for potential development, particularly water. Currently capacity does not exist to serve a higher density development, including the need for fire-related services.



**Aspen Springs ER**

APN: 062-040-019

Acres: 37.6

Unit Potential: 20-30

LUD: Estate Residential

Income Level: Moderate

Large Estate Residential parcel in Aspen Springs. Parcel could be a candidate for specific plan development. Possible constraints include steep slopes, water service, and riparian area on the east side of the property.



**Aspen Springs Mixed Use**

APN: 062-040-010

Acres: 36.0

LUD: Mixed Designation

Income Level: Moderate

Candidate for mixed development in Aspen Springs, including housing. Constraints include water service and potential steep slopes on the east side of the property.



**Sunny Slopes SFR**

APN: 062-060-001, 062-070-010

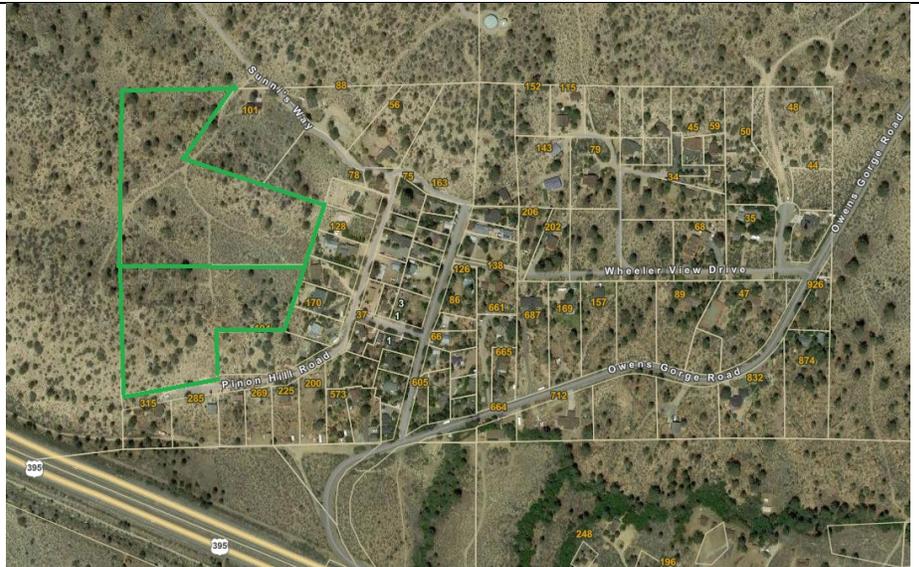
Acres: 12.8

Unit Potential: 11

LUD: Single-Family Residential

Income Level: Moderate

Two adjacent single-family residential (SFR) parcels in Sunny Slopes, totaling just shy of 13 acres. Access would likely require agreement from Inyo National Forest.



# WHEELER CREST COMMUNITY PROFILE



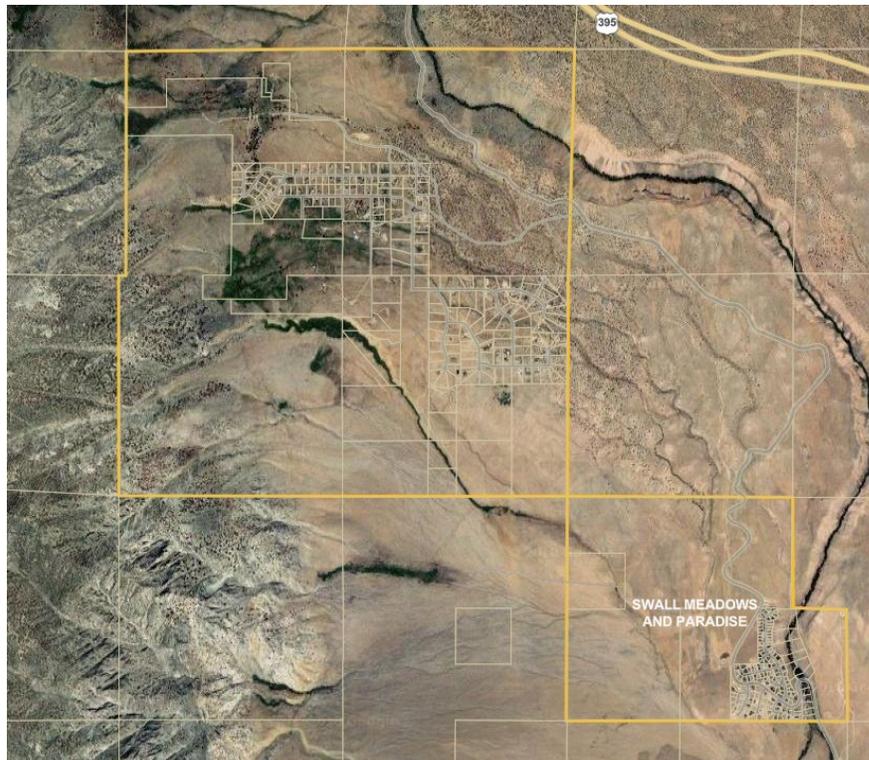
Quick Facts <sup>6</sup>	Wheeler Crest Buildout Potential		
<b>Communities:</b> Swall Meadows (pop: 220) Paradise (pop: 155)  <b>Housing Units: 216</b>  Lowest average household size (2.13) and highest median age in County (53.4)  Highest percentage of owner-occupied units in County (93.8%)	Land Use Designation	Acres	Unit Potential
	ER	719	232
	RM	3	2
	SFR	130	154
	<b>Total</b>	<b>852</b>	<b>389</b>
<b>Buildout Potential Remaining: 45.5%</b>			

<sup>6</sup> 2010 US Census

## Background

The Wheeler Crest planning area consists of the communities of Swall Meadows and Paradise. Residential designations are exclusively Estate Residential (ER) and Single-Family Residential (SFR), which provides for single-family residences (and possible accessory units) on larger lots. The planning area is notable for its low average household size (correlated with its high median age) and a high percentage of owner-occupied units (93.8%).

Recent development has largely been reconstruction following the 2015 Round Fire – six homes have been rebuilt since the fire, with more underway. The Rock Creek Ranch Specific Plan, located east of Paradise, provides an opportunity for a single-family residential subdivision. However, water service and access remain barriers for the potential project.



*Wheeler Crest Planning Area boundaries*

## Key Sites

### Rock Creek Ranch Specific Plan

APN: 026-330-002

Acres: 55.3

Unit Potential: 23

LUD: Estate Residential, Specific Plan

Income Level: Moderate

Specific Plan for single-family development. Specific Plan was amended in 2014 to reduce unit potential from 59 to 23 due to CalFire requirement for secondary emergency access. Constraints include water service and access from Lower Rock Creek Road due to challenging grades.



# Tri-Valley Community Profile



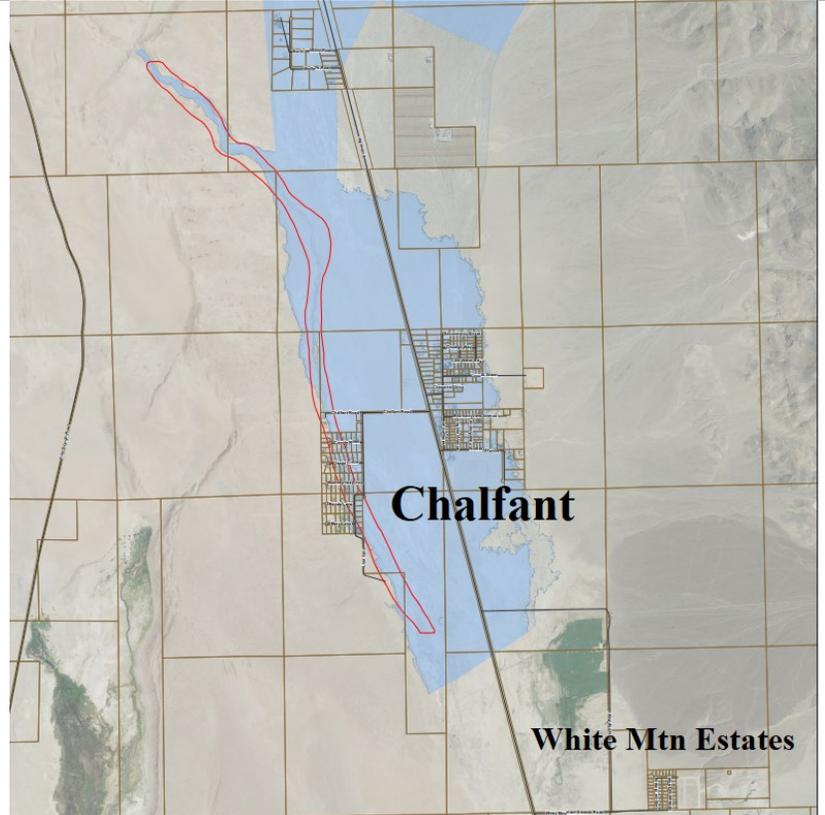
Quick Facts <sup>7</sup>	Tri-Valley Buildout Potential		
<b>Communities:</b> <b>Benton (pop: 280)</b> <b>Chalfant (pop: 651)</b>  <b>Housing Units: 460</b>  <b>Lowest median income in County</b>  <b>Approximately half of units are manufactured homes</b>  <b>Flood plain restricts development</b>	Land Use Designation	Acres	Unit Potential
	AG	5,360	1,567
	C	23	19
	ER	849	387
	MU	10	8
	RM	3	2
	RMH	363	361
	RR	1,386	508
	<b>Total</b>	<b>8,386</b>	<b>2,635</b>
<b>Buildout Potential Remaining: 82.6%</b>			

<sup>7</sup> 2010 US Census

## Background

The Tri-Valley area covers the Benton, Hammil, and Chalfant Valleys located along the Highway 6 corridor. The planning area consists primarily of large agriculture and rural residential parcels. A significant number of lots are designated Rural Mobile Home (RMH) and approximately half of all units in the Tri-Valley are manufactured homes. As the planning area with the lowest median income, the Tri-Valley will continue to rely on mobile home development as an affordable means to housing. Having the lowest snow load standards in the County allows for more flexibility in cost-effective builds.

The primary constraint in the area is the vast FEMA floodplain. The floodplain mainly covers agriculture designations, but also restricts and makes development costlier on some rural residential lots.



*Chalfant flood plain map*

## Key Sites

### White Mountain Estates Specific Plan

Acres: 70.4

Unit Potential: 46

Adopted specific plan that allows up to 46 single-family residences.





## Site Inventory

### Identified Parcels

In addition to the key sites identified in the community profiles section, there exists a number of locations suitable for housing that meets the Regional Housing Needs Allocation. Typically, housing that fits the need for a variety of income levels is met through land use designations that allow for high density. These land use designations include Multi-Family Residential (Low, Moderate, and High; MFR-L, MFR-M, MFR-H), Commercial, and Mixed Use (MU). The undeveloped parcels within these land use designations that have the potential for at least two units and are located within areas of need are listed in the tables on the following page. All identified sites are vacant and have the capacity for water, sewer, and dry utilities (electricity, internet, etc.).

Site analysis includes the following assumptions:

1. Potential is based on the current configurations of individual parcels. The possibility for subdivisions, lot line adjustments, and lot mergers were not considered. Each parcel is analyzed in a vacuum, regardless of surrounding lots.
2. For land use designations allowing both residential and commercial development, potential assumes only residential development will occur.
3. Potential reflects reductions based on the following physical constraints:
  - a. Limitations due to hazards, including avalanche danger. Areas are determined based on County hazard maps, which indicate conditional development zones.
  - b. Steep slopes and large rock outcroppings.
  - c. Streams, including a 30 foot setback from top of bank.
4. Analysis typically completed during CEQA review, including impacts to biological and visual resources, were not considered when calculating potential.
5. All parcels identified for low income development are between 0.5 acres and 10 acres. Justification is required if parcels identified for low income fall outside those boundaries. The identified sites provide enough capacity for all income levels as identified in the RHNA.

**Table 29: Identified Vacant Sites in Bridgeport Suitable for High Density Development**

Parcel APN	LUD	Acres	Unit Potential	Income Level
008091034	MFR-L	0.18	3	Moderate/Above Moderate
008091039	MFR-L	0.18	3	Moderate/Above Moderate
113010030	MU	0.55	6	Low/Very Low
113010040	MU	0.55	6	Low/Very Low
112910060	MU	0.83	8	Low/Very Low
008132011	MFR-L	0.34	8	Moderate/Above Moderate
008141011	C	0.17	2	Moderate/Above Moderate
008132038	C	0.17	2	Moderate/Above Moderate
008133034	MFR-L	1.03	12	Low/Very Low
008102011	C	0.26	3	Moderate/Above Moderate
008093031	MFR-L	0.26	3	Moderate/Above Moderate
008211008	MU	0.24	3	Moderate/Above Moderate
008211001	MU	0.36	4	Moderate/Above Moderate
008220032	MFR-M	0.25	3	Moderate/Above Moderate
008213014	MU	0.31	4	Moderate/Above Moderate
008091024	MFR-L	0.18	3	Moderate/Above Moderate
008091032	MFR-L	0.19	3	Moderate/Above Moderate
008091043	MFR-L	0.31	3	Moderate/Above Moderate
008091041	MFR-L	0.18	3	Moderate/Above Moderate
008213010	MU	0.18	3	Moderate/Above Moderate
008070035	MU	0.23	3	Moderate/Above Moderate
008091035	MFR-L	0.33	3	Moderate/Above Moderate
113010020	MU	0.55	7	Low/Very Low
113010050	MU	0.55	7	Low/Very Low
008133032	MFR-L	0.66	6	Low/Very Low
008133039	MFR-L	0.48	5	Moderate/Above Moderate
008133027	MFR-L	0.84	8	Low/Very Low
008141008	C	0.21	3	Moderate/Above Moderate
008134015	C	0.17	2	Moderate/Above Moderate
008142024	C	0.24	3	Moderate/Above Moderate
008132037	C	0.19	2	Moderate/Above Moderate
008142020	C	0.2	2	Moderate/Above Moderate
008092003	C	0.67	6	Low/Very Low
008131012	C	0.45	5	Moderate/Above Moderate
008102013	C	0.23	3	Moderate/Above Moderate
008092007	MFR-L	0.28	3	Moderate/Above Moderate

008093026	C	0.23	2	Moderate/Above Moderate
008092008	MFR-L	0.24	2	Moderate/Above Moderate
008211010	MU	0.29	2	Moderate/Above Moderate
008213012	MU	0.73	7	Low/Very Low
008211002	MU	0.27	3	Moderate/Above Moderate
008211003	MU	0.27	3	Moderate/Above Moderate
008212008	MFR-M	0.24	2	Moderate/Above Moderate
008212007	MFR-M	0.28	2	Moderate/Above Moderate
008210002	MFR-M	0.26	2	Moderate/Above Moderate
008210006	MFR-M	0.41	3	Moderate/Above Moderate
008091046	MFR-L	0.17	2	Moderate/Above Moderate
008211006	MU	0.23	2	Moderate/Above Moderate
<b>TOTAL</b>		<b>16.62</b>	<b>185</b>	

<b>Table 30: Identified Vacant Sites in June Lake Suitable for High Density Development</b>				
<b>Parcel APN</b>	<b>LUD</b>	<b>Acres</b>	<b>Potential Units</b>	<b>Income Level</b>
015104055	MFR-H	0.53	5	Low/Very Low
015104056	MFR-H	0.30	2	Moderate/Above Moderate
015103022	MFR-H	0.43	6	Moderate/Above Moderate
016193025	C	0.37	5	Moderate/Above Moderate
015072017	MU	0.38	5	Moderate/Above Moderate
015104047	MU	0.33	4	Moderate/Above Moderate
015072015	MU	0.24	3	Moderate/Above Moderate
015073026	MFR-H	0.24	3	Moderate/Above Moderate
015072016	MU	0.25	3	Moderate/Above Moderate
015111029	MU	0.23	3	Moderate/Above Moderate
015111027	MU	0.23	3	Moderate/Above Moderate
015111028	MU	0.23	3	Moderate/Above Moderate
015111014	MU	0.11	3	Moderate/Above Moderate
015112017	MU	0.11	3	Moderate/Above Moderate
015112019	MU	0.11	3	Moderate/Above Moderate
015112006	MU	0.11	3	Moderate/Above Moderate
015112011	MU	0.11	3	Moderate/Above Moderate
015103018	MFR-H	0.23	3	Moderate/Above Moderate
015113070	MU	0.23	3	Moderate/Above Moderate
015113042	MU	0.11	3	Moderate/Above Moderate

015086037	C	0.23	3	Moderate/Above Moderate
016217024	MFR-L	0.29	3	Moderate/Above Moderate
016192014	MFR-L	0.18	2	Moderate/Above Moderate
016192013	MFR-L	0.18	2	Moderate/Above Moderate
016217036	MFR-L	0.18	2	Moderate/Above Moderate
016217039	MFR-L	0.17	2	Moderate/Above Moderate
016217033	MFR-L	0.18	2	Moderate/Above Moderate
016217038	MFR-L	0.17	2	Moderate/Above Moderate
016217040	MFR-L	0.17	2	Moderate/Above Moderate
016217027	MFR-L	0.18	2	Moderate/Above Moderate
016217029	MFR-L	0.17	2	Moderate/Above Moderate
016217032	MFR-L	0.18	2	Moderate/Above Moderate
016217031	MFR-L	0.18	2	Moderate/Above Moderate
016217028	MFR-L	0.18	2	Moderate/Above Moderate
016216030	MFR-L	0.25	2	Moderate/Above Moderate
016217030	MFR-L	0.18	2	Moderate/Above Moderate
015086018	C	0.17	2	Moderate/Above Moderate
015075016	C	0.18	2	Moderate/Above Moderate
015113014	C	0.17	2	Moderate/Above Moderate
015113054	C	0.15	2	Moderate/Above Moderate
016217034	MFR-L	0.19	2	Moderate/Above Moderate
<b>TOTAL</b>		<b>9.18</b>	<b>123</b>	

Figure 5: MFR parcels with Development Potential in Bridgeport

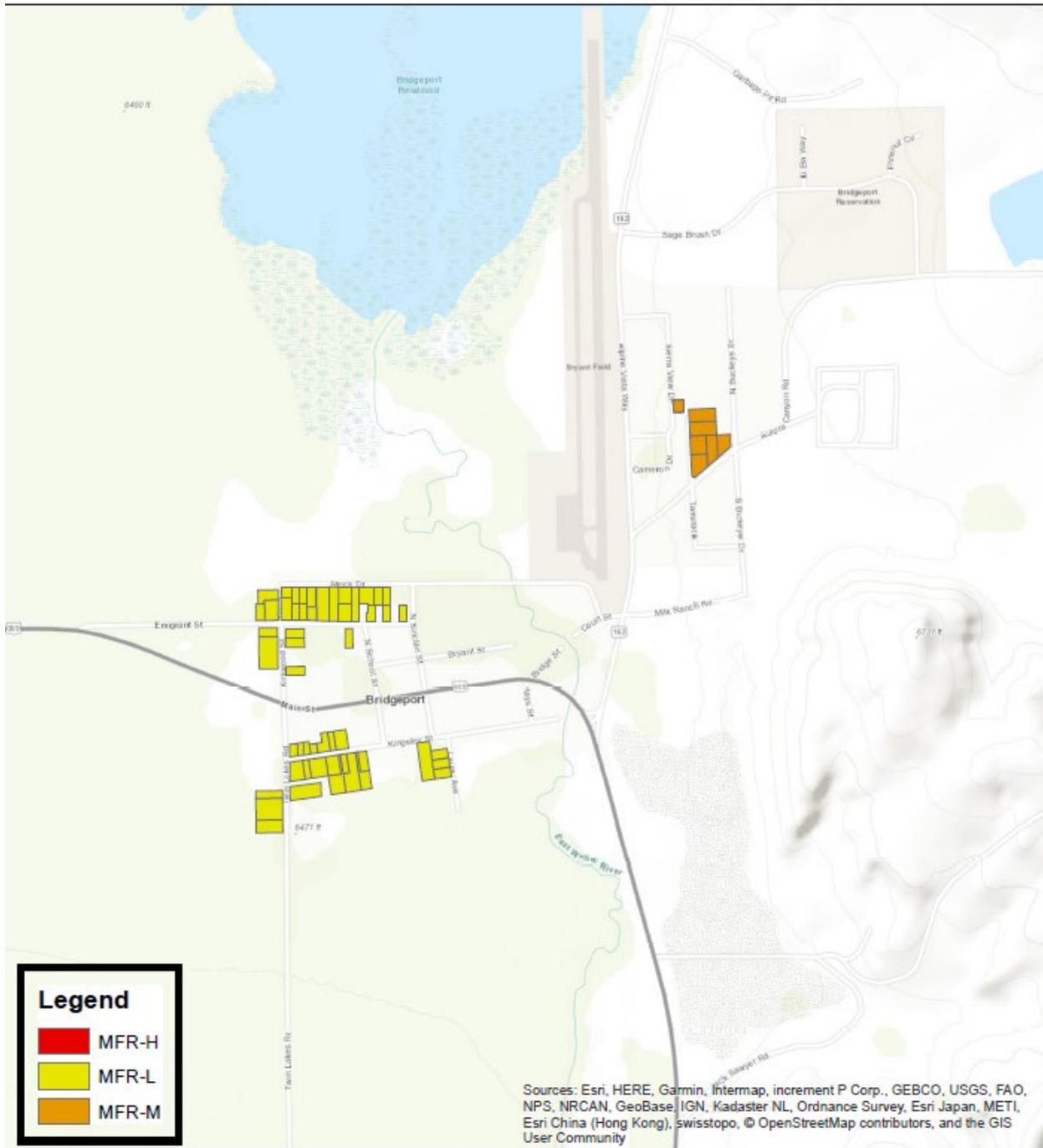
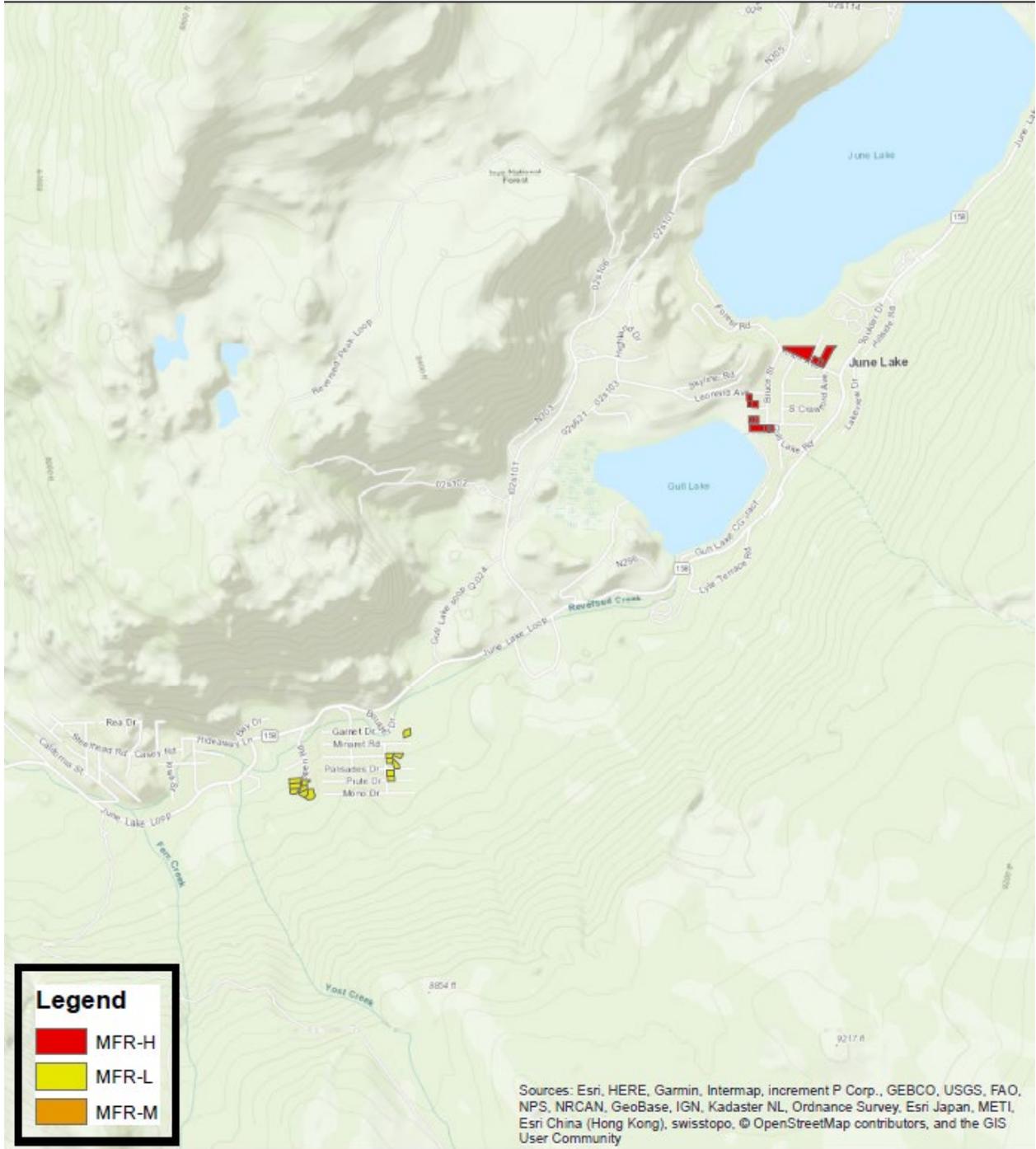


Figure 6: MFR parcels with Development Potential in June Lake



## Infrastructure

Much of the land available for residential development in the unincorporated area requires individual septic systems and wells. Some areas of the county have small community water systems but still require individual septic systems; other areas have community sewer systems but require individual wells. Sufficient capacity in the community water and sewer systems and sufficient groundwater resources and percolation capabilities outside of community water/sewer system areas exist to accommodate the regional housing need allocation.

Antelope Valley	Individual wells and septic systems required.
Bridgeport Valley	Community water within community of Bridgeport and Evans Tract with adequate capacity. Community sewer system within Bridgeport with adequate capacity. Individual systems required elsewhere.
Mono City	Mutual water company supplies water; individual septic systems required.
Virginia Lakes	Mutual water company supplies water; individual septic systems required.
Lee Vining	Community water and sewer system with adequate capacity. Individual systems required in the rest of Mono Basin.
June Lake	Community water and sewer system, currently with adequate capacity. Large developments may be required to make improvements to the water distribution system that is currently inadequate in some areas of the community.
Long Valley	Community sewer system in Crowley; septic systems elsewhere. Mutual water companies in Crowley and Sunny Slopes; individual wells elsewhere.
Wheeler Crest	Mutual water company at Rimrock; individual wells elsewhere. Individual septic system required.
Paradise	Mutual water company at Paradise. Individual septic systems required.

Tri-Valley

Mutual water companies in White Mountain Estates, Osage Ranch; individual wells elsewhere. Individual septic systems required.

Water quality requirements affect both community water and sewer systems and individual homeowners. Lahontan Regional Water Quality Control Board's (RWQCB) water quality regulations affect the minimum lot size on which development can occur depending on whether community water and/or sewer systems are available; i.e.,

-Community water and sewer available – no minimum lot size established by RWQCB;

-Community water available, individual septic required – 20,000 square foot minimum lot size required by RWQCB;

-No community systems available, individual wells and septic required – 40,000 square foot minimum lot size required by RWQCB; and

-Minimum lot sizes in cluster subdivisions or similar developments not served by a public sewer system may be reduced if density standards for the whole subdivision are not increased above the gross density specified in the designation, provided that all other health requirements are met.

In some areas in the county where individual lots are 7,500 square feet, these requirements make it necessary to have more than one lot to build a house. Some areas of the county also have soils that are not conducive to standard septic system designs. Those areas may require additional septic system improvements that increase the cost of building.

### **Redevelopment Sites**

Mono County has sufficient undeveloped sites available to meet its identified regional housing needs. However, redevelopment potential is most likely in the County's commercial cores – June Lake, Bridgeport, and Lee Vining. The key redevelopment sites have been identified in the community profiles section.

### **Sites and Zoning that Facilitate Housing for Farmworkers**

The Agriculture (AG) designation allows farm labor housing without any type of development permit, other than a building permit. The Scenic Area Agriculture (SAA) designation also allows farm labor housing without any type of development permit, other than a building permit, to the extent the development complies with the Mono Basin National Forest Scenic Area Private Property Development Guidelines and with the Compatibility Determinations for Proposed New Commercial Uses and Developments. Compatibility determinations are based upon recommendations of the U.S. Forest Service.



## Constraints

### Non-Governmental Constraints

#### *Physical and Environmental Constraints*

There are areas within Mono County that are unavailable for residential development because of site constraints such as natural hazards or environmentally sensitive lands. The high cost of building on these lands, coupled with environmental constraints, in many cases would make them unsuitable for development.

Development in the following areas may be prohibited by the county's General Plan and/or Land Development Regulations or by requirements of other state or federal agencies, may present a hazard to those who choose to build in the area, or may impact valuable resources and require costly mitigation measures:

a. *Remote Locations.* Some privately-owned undeveloped land in Mono County is located in very remote areas where there is not, nor is there expected to be, demand for development. Reasonable legal access to these lands cannot be developed or acquired, and most of the time the County would not be able to provide the normal, expected, public services of police and fire protection, schools, etc. Most of the land in remote areas is not designated for residential use because of its remoteness. It is generally designated Resource Management or Agriculture and is used either for grazing or crops. Many of these lands are pockets of privately-owned land surrounded by public lands managed by the U.S. Forest Service or the Bureau of Land Management. In addition, the Los Angeles Department of Water and Power, technically a private landowner, owns land throughout the central and southern portion of the county. Most of the land in remote locations would not be developable for other reasons as well, such as hazards associated with the area or environmentally sensitive lands in those areas. The remote location of some private land is generally not a constraint to development since most of the private land base is centered on existing community areas. Additionally, developments are prohibited in certain areas that are not within the service area of a Fire Protection District.

b. *Hazard-Prone Areas.* Mono County currently regulates development in snow avalanche-prone areas as well as in areas identified as Alquist-Priolo Special Studies Zones (fault hazard zones), in other geologically sensitive areas, and in flood plains. Mono County General Plan policies (Safety Element) limit development in identified hazardous areas in order to minimize the risks of those hazards and to protect local communities from unreasonable risks associated with those hazards. General Plan policies also promote land exchanges for those lands to place them in public ownership and make other lands adjacent to community areas available for future community expansion.

Snow avalanche-prone areas are located along the periphery of the communities of Twin Lakes, June Lake and Wheeler Crest. Sufficient other sites are available for development in those communities so that the avalanche-prone areas do not affect development potential significantly.

Alquist-Priolo Special Studies Zones (fault hazard zones) occur throughout the county, many of them outside community areas. General Plan policies consistent with state law limit the intensity of development in seismic and other geologic hazard areas and require applicable development in those areas to provide a geotechnical report assessing the risk and recommending mitigation measures to reduce the risk to acceptable levels. The Building Division, per state building codes, also requires new construction to comply with engineering and design requirements for seismic safety. The impact of fault hazard zones on new development is not significant. Other geologic hazards, such as rockfalls and landslides, are generally associated with seismic activity and are subject to the same development requirements noted above.

Mono County uses the FEMA flood maps to identify areas within the 100-year flood plain. General Plan policies consistent with state and federal regulations limit the intensity of development in the flood plain and regulate the design and placement of structures in the 100-year flood plain. The county's Floodplain Regulations (Mono County Land Development Regulations, Chapter 21) contain standards for construction and for subdivisions with the flood plain. Flooding is a particular concern in the Antelope Valley and the Tri-Valley. Sufficient land exists in community areas that avoidance of flood plains does not significantly affect the County's ability to provide housing.

Residences in areas with high fire hazard often have difficulty obtaining home insurance. The County does not prohibit development based on fire risk.

c. *Soils with Low Permeability Rates.* Many parts of the county are not served by public sewer systems and must rely on septic systems. In some parts of the county, standard septic systems cannot be used because the soils have low permeability rates that prevent effective operation of septic tank systems. This issue is limited and affects only a small number of parcels. Alternative septic system designs are available and, while they may be costlier, they do allow the site to be developed.

d. *Environmentally Sensitive Areas.* Development is regulated in wetland areas, within stream corridors, in sensitive wildlife habitat, and in other environmentally sensitive areas. Environmentally sensitive areas occur throughout the county. Typically, parcels are large enough that the environmentally sensitive area can be avoided, and the parcel can still be utilized for development. Parcels with environmentally sensitive areas usually require CEQA review of any proposed projects; during the CEQA review process, the project will be redesigned to avoid environmental impacts, and mitigation measures will be proposed to minimize impacts that cannot be avoided. Mono County General Plan policies encourage clustering on large parcels outside community areas in order to preserve habitat and open space and avoid and/or minimize environmental impacts.

## ***Economic Constraints***

- a. *Cost of Land.* The price of land can be a barrier to construction for some areas of the County. There is no one average cost per acre for land in Mono County because the demand for land and shares of land use designations vary greatly by community area. For example, the average cost per acre in June Lake is over \$600,000 while the price per acre in the agriculture-driven Antelope Valley is less than \$25,000 per square foot. Costs for vacant land may also vary depending on whether community utilities are available to the site and whether infrastructure (access roads, utility lines) is installed on site.
- b. *Cost of Construction.* Construction costs are estimated to range from \$200 to \$300 per square foot for single-family residential construction in the unincorporated area of Mono County. These costs include land, fees, materials, labor and financing. Due to the wide range of land costs, fees and development requirements throughout the county, it is very difficult to estimate a "typical" total development cost for single-family residential development.
- c. *Cost of Infrastructure.* Many of the identified vacant parcels do not have the existing infrastructure to support high density development. The main infrastructure concern for parcels is access to water, both for household use and fire service. Many opportunity sites also lack the required secondary access, which can be costly to develop. The County is exploring partnerships and grant opportunities to improve infrastructure and make identified vacant parcels more development-ready.

## **Governmental Constraints**

### ***Permitted Uses on Residential Land***

Mono County's Land Development Regulations allow for a wide range of residential uses in a variety of land use designations. Measures have been taken to promote affordable options across the County, including by-right permitting of manufactured homes (outside June Lake) and accessory dwelling units<sup>8</sup> in all land uses intended for single family use.

Residential uses are permitted through one of the following processes:

1. *Permitted outright by ministerial review.* Project only requires building permit.
2. *Director Review.* Project is approved through the review of the Planning Director, provided it meets development standards and is exempt from CEQA.
3. *Conditional Use Permit.* Project is approved through the discretion of the Planning Commission.

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<sup>8</sup> Mono County General Plan, Chapter 16, Accessory Dwelling Units

A summary of permitted residential uses by land use designation is shown in Table 31 below:

**Table 31: Permitted Residential Uses by Land Use Designation**

	Single family dwelling	Duplexes, Triplexes	Manufactured home (single unit; excluding June Lake)	Manufactured Housing Subdivision	Condos, Townhomes, Apts (4 or more units)	ADU	Farm Labor Housing/ Trailer Parks	Transitional/ Supportive Housing	Mobile Home Park	RV Park
AG	✓		✓			✓	✓			
C					✓					✓
CLM, CLH	✓	✓		✓	✓	✓		✓	✓	✓
ER	✓		✓	✓		✓		✓	✓	
MFR L	✓	✓	✓		✓	✓		✓	✓	
MFR M	✓	✓			✓	✓		✓		
MFR H	✓	✓		✓	✓	✓		✓	✓	✓
MU	✓	✓	✓	✓	✓	✓		✓	✓	✓
NHP	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
RR	✓		✓	✓		✓		✓	✓	
RM	✓		✓	✓	✓	✓	✓	✓	✓	
RMH	✓		✓	✓		✓		✓	✓	
SFR	✓		✓	✓	✓	✓	✓	✓	✓	

- ✓ Permitted
- ✓ Director Review
- ✓ Conditional Use Permit

The County will investigate whether permitting procedures are a constraint on the production of units. Specifically, Program 1.6 will monitor the requirement for complexes with four or more units to be approved through a conditional use permit and if it is a constraint on development. The County will also monitor the length of time for each permitting process and whether it has an effect on production.

Emergency shelters are permitted by-right in Public Facilities (PF) designations only. There are currently five vacant PF parcels, totaling six acres and ranging from 0.6 acres to 1.5 acres in size, that are suitable for shelters. The parcels are located in Crowley Lake and Lee Vining, each of which have regular service provided by Eastern Sierra Transit Authority (ESTA). Program 4.6 will explore allowing shelters in multi-family residential zones to provide additional options.

Single-room occupancy units are allowed in MFR-H subject to use permit, assuming the unit is able to meet California Building Code.

~~Mono County does not restrict the siting of group homes. All land use designations that allow residential development also allow group homes. Mono County has no additional regulations regarding group homes. The County, however, has no existing group homes and has had no~~

applications for group homes. Due to the limited number of disabled persons in the county and the physical distance between communities, assistance for disabled persons usually occurs on an individual basis.

The demand for short-term rentals is a constraint on the supply of long-term housing. Short-term rentals are allowed on SFR, ER, RR, RMH, and MFR-L subject to Use Permit, if consistent with applicable Area Plan Policies. The allowance of short-term rentals by type (owner and not owner-occupied) vary by community. See Chapter 25 of the General Plan Land Use Element for more information.

***Development Standards***

The Mono County General Plan imposes development standards in accordance with California Building Code and safety standards. Standards include setbacks, maximum lot coverage, snow storage, maximum density, and parking requirements. Variances are granted in cases of special circumstance where the findings of Chapter 33 of the Land Use Element can be met.

<b>Table 32: Setbacks and Lot Coverage by Land Use Designation</b>		
	<b>Setbacks (front, side, rear; in feet)</b>	<b>Max Lot Coverage</b>
<b>AG</b>	Primary: 50, 50, 50; Accessory: 50, 30, 30	40%
<b>C</b>	10, 5, 0	70% (60% for Res.)
<b>CLM, CLH</b>	10, 5, 0	60%
<b>ER &lt; 1 acre</b>	20, 10, 10	40%
<b>ER &gt; 1 acre</b>	50, 30, 30	40%
<b>MFR L &lt; 1 acre</b>	20, 10, 10	40%
<b>MFR L &gt; 1 acre</b>	30, 30, 30	40%
<b>MFR M &lt; 1 acre</b>	20, 10, 10	60%
<b>MFR M &gt; 1 acre</b>	30, 30, 30	60%
<b>MFR H &lt; 1 acre</b>	20, 10, 10	60%
<b>MFR H &gt; 1 acre</b>	30, 30, 30	60%
<b>MU &lt; 1 acre</b>	10, 5, 0	60-70%
<b>MU &gt; 1 acre</b>	30, 30, 30	60-70%
<b>NHP</b>	30, 30, 30	10% structures; 5% access
<b>RR</b>	50, 30, 30	40%
<b>RM</b>	50, 30, 30	5%
<b>RMH &lt; 1 acre</b>	20, 10, 10	40%
<b>RMH &gt; 1 acre</b>	30, 30, 30	40%
<b>SFR &lt; 1 acre</b>	20, 10, 10	40%
<b>SFR &gt; 1 acre</b>	30, 30, 30	40%

*\*Parking: 2 spaces per unit for all residential projects. Tandem parking allowed only on SFR and for ADUs.*

Snow storage is based on the amount of permeable area for the project and varies based on the flat roof snow load standard of each community. Snow storage for multi-family projects is based on the following standards:

<u>Flat Roof Snow Load</u>	<u>Snow Storage %</u>
55 psf or less =	25%
55-60 psf =	40%
60-95 psf =	55%
95+ psf =	65%

**Density**

<b>Table 33: Density on Residential LUDs</b>			
	<b>LUD</b>	<b>Allowed Density</b>	<b>Density on Current Development (Units per Acre)</b>
Single Family	SFR	1 unit + 1 ADU	2.58
	ER	1 unit + 1 ADU	0.41
	RR	1 unit + 1 ADU	0.12
	RMH	1 unit + 1 ADU	0.76
Multi-Family	MFR-L	11.6 units/acre	9.17 (All MFR)
	MFR-M, MFR-H	15 units/acre	

**Land Use Requirements Imposed by Other Agencies**

A number of other agencies impose land use controls that affect development in Mono County. These regulations may constrain development by affecting the location and/or cost of development. Utilities are separate entities from Mono County, with separate funding and regulations.

Southern California Edison (SCE) has 115 kv transmission power lines that run through portions of Crowley Lake, June Lake, and Lee Vining. Development is prohibited within a 70-foot easement under the power lines. SCE works directly with the developer or builder to resolve potential conflicts.

Densities over one dwelling unit per acre are dependent on the availability of community water and sewer services. The Lahontan Regional Water Quality Control Board (RWQCB) regulates the placement of septic systems through the Basin Plan. Recent changes in the RWQCB's water quality regulations have set a maximum of two dwelling units per acre in areas that have community water systems, but which require individual septic systems. As a result, the minimum lot size in such situations is slightly over 20,000 square feet. The minimum lot size when both individual septic and water systems are required is 40,000 square feet. In some areas in the county where individual lots are 7,500 square feet or smaller, these requirements essentially make it necessary to have more than one lot to build a house. As a result, the maximum allowable buildout is unlikely to occur on parcels with designations that allow multifamily residential development without community water and sewer services.

The U.S. Army Corps of Engineers regulates development in wetland areas. All development in wetland areas will be reviewed by the Corps and may require a permit. Wetland areas occur throughout the unincorporated area, both within and outside community areas.

The California Department of Fish and Wildlife (CDFW) reviews development proposals in Mono County, including subdivisions and land divisions, and may require changes to the project or conditions of approval if the project will affect wildlife resources. For projects that will affect streams, the CDFW requires a Stream Alteration Permit. The CDFW imposes a fee for review of environmental documents (Negative Declarations or EIRs) unless County decision-makers determine that the project will have a de minimis effect on wildlife or wildlife habitat.

### ***Lack of Subsidies for Rural Projects***

The majority of grants, incentives, and subsidies in the State of California are geared toward larger projects. Due to Mono County's sparse population, it is not realistic for communities to attract large development proposals. Through historical trends and analysis of current proposals and available land, the County anticipates that multi-family developments will be in the four to eight unit range. However, it is difficult to capture funding for infrastructure or income restriction mechanisms for projects in this range. Sources of funding on smaller developments are needed for new construction, as well as existing ownership and rental units.

### ***Codes and Enforcement***

The Mono County Building Division currently enforces the following codes:

- a. 2016 California Administrative Code
- b. 2016 California Building Code
- c. 2016 California Electrical Code
- d. 2016 California Mechanical Code
- e. 2016 California Plumbing Code
- f. 2016 California Energy Code
- g. 2016 California Historical Building Code
- h. 2016 California Fire Code
- i. 2016 California Referenced Standards Code
- j. 2016 California Residential Code
- k. 2016 Green Building Code

Development must also comply with seismic, wind, soils, energy conservation, and sound transmission control standards, which have been established on a countywide basis. Snow-load requirements vary depending on the area; they range from 119 pounds per square foot in June Lake to 38 pounds per square foot in Chalfant Valley.

All new development in unincorporated Mono County, and major remodeling, such as home additions, must comply with Title 24 of the California Administrative Energy Code and the 2016 California Green Building Code. Title 24 implements energy efficiency standards relating to wall and ceiling insulation, thermal mass, and window-to-floor area ratios designed to reduce heat loss and energy consumption.

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

*Snow Load Standards*

The County has an ongoing code compliance program to ensure compliance with County Code, including the Mono County Land Development Regulations, and the codes enforced by the Building Division. The enforcement of these regulations is necessary to protect public health and safety and to provide structurally safe, energy efficient, soundproof housing. The Compliance



Division program is intended to ensure compliance with existing applicable codes; as such, it does not create a constraint to development.

The Building Division inspects development during the construction process. Appointments are scheduled, and inspections occur generally within 24 hours. Since Mono County is a small County, the inspectors are able to communicate with contractors and owner-builders before and during the construction process concerning code requirements. Building inspections are conducted in a timely manner and are not a constraint to development.

### ***Fees and Exactions***

Fees are intended to cover the actual cost of services rendered. While they increase the cost of housing, they are not a constraint to development. The County has streamlined its permit processing in order to expedite the development process and minimize the fees involved in a project.

Total fees for a typical single-family and multifamily development will vary depending on the location of the project. Fire departments and school districts throughout the county charge different impact fees for development. Fees for an encroachment permit will vary depending on whether the property abuts a County road or a state highway. In addition, fees for sewer and water services will vary depending on whether the project is located in an area served by community sewer and water systems or whether it will require an individual well permit and septic system permit. Permit fees for septic systems vary depending on the type of system required.

Estimated initial fees for a typical 2,000-square foot single-family residence are shown below. Typical fees for a multifamily residential unit will be approximately 75% of the cost for a single-family residential unit.

#### Estimated Total Fees for a Typical Single-Family Residence

Assumptions: 2,000 square feet of habitable space in Chalfant; 400 square feet of garage; 100 square feet of uncovered deck. The unit requires an individual well permit and septic system permit. The unit encroaches on a County road.

Building permit fees	\$4,267.91
Planning plan check	\$250.00
Fire District (Chalfant)	\$1,991.00
School District (Eastern Sierra)	\$3,120.00*
Encroachment Permit	\$800.00
Well Permit	\$644.00
Septic Permit	\$644.00
Total Fees	\$11,716.91

\*School District fees collected by the County, but set by the School District Board.

## *Processing*

Table 18 shows typical processing times for various permit procedures. Individual single-family residential development that requires only a building permit or a Director Review permit takes four to six weeks, assuming a complete submittal and responsive applicant. Larger projects, such as subdivisions, take longer, depending on the level of CEQA review required, the responsiveness of project proponents, community controversy, and whether the project requires permits from other state or federal agencies. Accommodations for applicants with special needs are made on an individual basis.

All development projects are first reviewed by staff. Projects requiring discretionary approval from the Planning Commission or the Board of Supervisors are first processed by staff and then presented to the appropriate entity for approval. Projects are reviewed for their compliance with the Mono County General Plan, the Mono County Code, and applicable state and federal laws.

The standards of decision making are well established and not burdensome. In issuing a ministerial Director Review permit, the director must find that all of the following are true (Mono County Land Development Regulations, Chapter 31):

- A. All applicable provisions of Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.
- B. The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.
- C. The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.
- D. The proposed use is consistent with the map and text of this General Plan and any applicable area plan.
- E. That the improvements as indicated on the development plan are consistent with all adopted standards and policies as set forth in the Land Development Regulations, this General Plan and any applicable area plan.
- F. That the project is exempt from CEQA.

Use permits may be granted by the Planning Commission only when all of the following findings can be made in the affirmative (Mono County Land Development Regulations, Chapter 32):

- A. All applicable provisions of the Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use

- and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.
- B. The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.
  - C. The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.
  - D. The proposed use is consistent with the map and text of this General Plan and any applicable area plan.

### ***Persons with Disabilities***

Accommodations are made for persons with disabilities, in accordance with the California Building Code. For example, new multi-family housing must also be built so that: 1) the public and common use portions of such units are readily accessible and usable by persons with disabilities; 2) doors allowing passage into and within such units can accommodate wheelchairs; and 3) all units contain adaptive design features. The County has a Certified Access Specialist on staff.

The County will continue to make accommodations during the permitting process for persons with disabilities, including providing exceptions for land-use regulations when appropriate (Program 4.2).

The County has analyzed Health and Safety Code sections 1267.8, 1267.9, and 1267.16 related to standards for an intermediate care facility/developmentally disabled habilitative or an intermediate care facility/developmentally disabled—nursing or congregate living health facility. The General Plan contains a policy to regulate the placement of group homes, juvenile facilities, schools and similar facilities that exceed state intensity thresholds, and a conditional use permit is required for group homes in the Public Facilities Land Use Designation. Group homes are not defined and the General Plan does not specifically reference the facilities in the Health and Safety Code; however, these facilities could be interpreted as group homes. Program 4.8 was developed to clarify General Plan regulations regarding the referenced facilities and ensure statutory requirements of the Health and Safety code are met.

### ***Definition of a Family***

The County does not define a “family” and a definition is not required in the Housing Element.

~~In accordance with HCD recommendation, the County set the following guidelines when defining a family:~~

- ~~• The County will not distinguish between related and unrelated individuals;~~
- ~~• The County will not impose a numerical limit on the number of persons in a family; and~~
- ~~• Land use restrictions for licensed group homes for six or fewer individuals must be the same as those for single families.~~

**Table 34: Processing Times and Rates**

Type of Permit	Deposit	Estimated Staff Hours to Process	Processing Rate
Appeal	\$495	10	\$99/hr
Building Permit Plan Check: small	\$ 99	1	\$99/hr
Building Permit Plan Check: large	\$250	2.5	\$99/hr
Categorical Exemption	\$ 99	1	\$99/hr
Certificate of Compliance	\$495	15	\$99/hr
Commission Interpretation	\$495	10	\$99/hr
Design Review (discretionary permit)	\$495	1	\$99/hr
Director Review	\$495	10	\$99/hr
Environmental Impact Report	\$495	200	\$99/hr
General Plan Amendment	\$495	30	\$99/hr
Groundwater Transfer/Extraction	\$495	18	\$99/hr
Home Occupation, expanded	\$495	25	\$99/hr
Hydrological Studies	\$495	5	\$99/hr
Lot Line Adjustment	\$495	10	\$99/hr
Lot Merger	\$495	8	\$99/hr
Map Extension	\$495	10	\$99/hr
Mining Operations Permit	\$495	30	\$99/hr
Negative Declaration	\$495	75	\$99/hr
Prior Environmental (15183)	\$495	20	\$99/hr
Parcel Map: Tentative	\$495	53	\$99/hr
Modification	\$495	33	\$99/hr
Reclamation Plan	\$495	30	\$99/hr
Specific Plan	\$495	100	\$99/hr
Time Shares	\$495	18	\$99/hr
Tract Map: Tentative	\$495	68	\$99/hr
Modification	\$495	39	\$99/hr
Use Permit	\$495	30	\$99/hr
Use Permit Modification	\$495	15	\$99/hr
Variance	\$495	20	\$99/hr

## **SECTION 3 | Progress Report for 2014 Goals**

As part of the housing element update, Mono County is required to provide a progress report for programs from the previous update. Under each program, a description of progress and a determination on whether the program is continued, adjusted, or eliminated for the upcoming cycle is given. Programs and policies are presented in the order documented by the 2014 Update.

### **a. PROVISION OF ADEQUATE SITES**

- Goal Plan for adequate sites and facilities to support future housing needs.
- Policy 1 Facilitate the provision of housing in unincorporated communities to meet local housing demand.
- Policy 2 Ensure that adequate infrastructure exists or will be provided to support future housing development.
- Policy 3 Identify potential housing sites, including seasonal housing units on public lands, agency employee housing (USFS, BLM, Caltrans, LADWP and Mono County), and under-utilized sites.
- Policy 4 Seek adequate sites for housing in Mono County and the Eastern Sierra through coordination with other public agencies (i.e., Town of Mammoth Lakes, Inyo County, USFS, BLM, Caltrans, LADWP, DFG, State Parks and Marine Corps), private concerns, nonprofit entities and tribal governments.
- Policy 5 Plan for adequate sites and facilities to be available for housing all segments of the population, including the homeless; citizens in need of short-term emergency shelter housing (e.g., victims of natural hazard occurrences or accidents and temporarily homeless); and seasonal workers, including farm workers and ski industry workers.
- Policy 6 Utilize a Regional Housing Authority or similar entity to develop, implement and manage housing programs in Mono County and the Eastern Sierra.
- Policy 7 Consistent with the Land Use Element designate adequate sites for a variety of residential development in each community to help establish self-sufficient communities that balance job locations with housing; i.e., develop a sufficient year-

round residential population in communities to support local schools, commercial services, and other services.

**Program 1:1 Through the CPT Land Tenure Subcommittee, maintain the Land Tenure master plan and Pursue land exchanges of existing seasonal housing units on public lands into private ownership so those units may become available for local year-round housing**

Responsible Agencies: CDD, Private Land Owners, USFS

Timeframe: Ongoing

**Progress:** The CPT Land Tenure Subcommittee continues to meet, but not on a regular, scheduled basis. Transactions are driven by the private landowner. The County acts solely as a facilitator.

**Adjustments:** Program will continue.

**Program 1:2 Inventory existing and/or potential agency housing areas (Mono County, Town of Mammoth Lakes, Southern Mono Hospital District, Mammoth Unified School District, USFS, BLM, Caltrans, LADWP, etc.) and work with agencies to assess where additional housing might be made available.**

Responsible Agencies: CDD and all Land Tenure subcommittee partner agencies.

Timeframe: 2014, 2019

**Progress:** Inventory of agency housing areas completed as part of the 2014 and 2019 Housing Element updates.

**Adjustments:** Program will continue.

**Program 1:3 Work with public agencies (USFS, BLM, Caltrans, LADWP, etc.) to consolidate services and land uses (e.g., road shops) in order to free up land for housing, particularly affordable housing. Consistent with land use policies, encourage agencies to locate their housing within or adjacent to existing communities to facilitate sustainable community growth. Work to incorporate such policies into agency planning documents.**

Responsible Agencies: CDD and all Land Tenure subcommittee partner agencies.

Timeframe: Ongoing

**Progress:** Provided comments on agency planning documents to ensure inclusion of consistent housing policies, including the encouragement of development adjacent to existing communities.

**Adjustments:** County does not plan to work with public agencies to consolidate services and free up land but will continue to provide comment on agency documents to promote land use policies and facilitate sustainable growth.

**Program 1:4 Examine the inventory of County-owned land for potential housing sites (e.g., road shop sites, Conway Ranch, Sheriff Substation, etc.).**

Responsible Agencies: CDD, Housing Authority

Timeframe: 2014 - Ongoing

**Progress:** Conway Ranch plan repealed, Sheriff Substation has issues associated with water quality, and road shop sites have challenges related to utility capacity.

**Adjustments:** County will continue to evaluate inventory on a periodic basis.

**Program 1:5 Study the possibility of acquiring/exchanging public lands surrounding existing community areas for community expansion purposes and/or related infrastructure development, particularly in those areas designated in the Land Use Element for community expansion. Based on the results of these studies, take necessary actions to promote the exchange of lands and encourage the development of a variety of housing types, including multifamily for lower-income households in the acquisition/exchange of public lands.**

Responsible Agencies: CDD, BLM, USFS, LADWP

Timeframe: 2014-2019

**Progress:** County has studied opportunities for exchanging public lands for community expansion, but potential opportunities are not feasible due to several factors including natural hazards and land ownership circumstances. The County is focused on promoting housing within existing community sites.

**Adjustments:** Program will be continued as part of CPT Land Tenure subcommittee.

**Program 1:6 Implement policies in the Land Use Element pertaining to the provision of services and the coordination of development with service capability. Work with local service providers (public utility districts, fire protection districts, gas/electric power providers, telephone/communications systems providers, etc.) to ensure that adequate services are or will be available for housing development.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** The Community Development Department requires a will-serve letter from local service providers for relevant projects and coordinates with providers through various processes, including Use Permits and Environmental Review documents.

**Adjustments:** Program will continue.

**Program 1:7 Encourage and assist special districts and private service providers (mutual water companies etc.) to secure grants to improve and expand sewer and water capabilities and fire protection services. The County's participation will entail aiding districts in the preparation of grant applications and in compliance with environmental requirements.**

Responsible Agencies: CDD, LAFCO

Timeframe: 2014-Ongoing

**Progress:** County sends and supports grant opportunities as they are available. Examples include Cal Fire grant, the Community Planning Assistance for Wildfire (CPAW) grant, and funding opportunities with Integrated Regional Water Management.

**Adjustments:** Program will continue.

**Program 1:8** The County has identified its community centers as emergency. Monitor the need for permanent emergency shelters. Apply for emergency housing funds available from the Department of Housing and Community Development or other state or federal agencies when it is determined that there is an unmet need for emergency housing.

Responsible Agencies: CDD, PW (Facilities)

Timeframe: Ongoing

**Progress:** Identified shelters were successfully used during the Round Fire in 2015. Temporary housing needs were absorbed by the communities. The County will continue to use identified shelters during times of emergency.

**Adjustments:** Program will continue.

**Program 1:9** Ensure that the county's Multi-Hazard Functional Plan, prepared by the county's Office of Emergency Services, remains up to date. The Multi-Hazard Functional Plan contains policies and procedures for housing victims of natural hazards or accidents.

Responsible Agencies: Office of Emergency Services

Timeframe: Updated periodically

**Progress:** Adoption of the 2019 Multi-Jurisdictional Hazard Mitigation Plan (June 2019).

**Adjustments:** The Multi-Jurisdictional Hazard Mitigation Plan does not include policies for housing victims of natural hazards. The plan will continue to be updated as needed.

**Program 1:10** Continue to provide short-term housing for homeless persons and to monitor the need to increase services for homeless persons, including short term housing for victims of domestic violence.

Responsible Agencies: IMACA, Social Services, Wild Iris

Timeframe: Ongoing

**Progress:** Monitoring occurs through Social Services.

**Adjustments:** Program will continue.

**Program 1:11** Implement housing policies contained in area plans, such as the workforce housing and density bonus policies of the June Lake Area Plan.

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** County implements housing policies relevant to each community's area plan. No projects have triggered workforce housing and density bonus policies in the most recent cycle.

**Adjustments:** Program will continue.

**Program 1:12** Consistent with the Land Use Element, continue to require specific plans for large-scale development within community expansion areas. Specific plans



**allow for a variety of development and can streamline the development process.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No new specific plans have been adopted since 2014. White Mountain Estates provides an example of units being successfully built on an enacted specific plan. The Tioga Inn specific plan is undergoing an amendment to allow for increased residential use is and anticipated within the next cycle.

**Adjustments:** Program will continue.

**Program 1:13 In conformance with state law, continue to permit manufactured housing on all parcels designated for conventional single-family residences.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Manufactured housing has been permitted on parcels designated for conventional single-family residences, including relaxed design standards (i.e. minimum width) subject to approval from local Regional Planning Advisory Committees.

**Adjustments:** Program will continue.

**Program 1:14 Continue to permit mobile-home parks on all land planned and designated for residential land use, in conformance with state law. This also applies to mobile-home developments intended for sale as mobile-home condos or cooperative parks, or as mobile-home planned unit developments.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No mobile-home developments were proposed in the County during the most recent cycle.

**Adjustments:** Program will continue.

**Program 1:15 Continue to implement the land development regulations regarding Manufactured Housing Subdivisions. These regulations provide for a higher density of single-family development and a relaxation of development standards.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No manufactured housing subdivisions in the County during the most recent cycle.

**Adjustments:** Program will continue.

**Program 1:16 Support a balance of jobs and housing in Mono County communities and the associated reduction in resident commute times by facilitating community job growth through economic development programs. Pursue grant funding for economic development projects that grow jobs and healthy communities capable of supporting more resident housing.**

Responsible Agencies: ED, CDD, Housing Authority

Timeframe: Ongoing

**Progress:** The County established an economic development website, and approved cannabis and clarified short-term rental policies which may help diversify business. The County has also participated in Main Street planning processes for the communities of Bridgeport and Lee Vining in order to support business in commercial cores.

**Adjustments:** Program will continue.

**Program 1:17 Implement provisions in the General Plan and Subdivision Ordinance that permit smaller minimum lot sizes where consistent with area plans and available infrastructure.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Smaller minimum lot sizes are permitted through lot splits and subdivision applications when consistent with the community's area plan. Infrastructure is often a limiting factor in creating smaller lots and higher density.

**Adjustments:** Program will continue.

**Program 1:18 Re-examine residential limitations in area plans where new sewer, water or other infrastructure requirements, such as fire-flow requirements, allow for greater single-family densities. Consider amending the General Plan and area plans to allow for higher single-family densities in these areas.**

Responsible Agencies: CDD, LAFCO

Timeframe: Ongoing

**Progress:** Infrastructure limitations prevent greater single-family densities.

**Adjustments:** Continue to re-visit limitations as updates in infrastructure occur.

**Program 1:19 Continue to allow for mixed-use development as a method of increasing the land base available for housing.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No mixed-use projects during most recent cycle.

**Adjustments:** Program will continue.

**Program 1:20 Continue to allow for residential development in the commercial land use designation to more efficiently and economically utilize the county's limited land base for housing.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Residential development permitted on commercial land uses during most recent cycle with building permit.

**Adjustments:** Program will continue.

**Program 1:21 Consider amending the General Plan and subdivision ordinance to allow for greater flexibility in subdivision design to encourage clustering, zero lot line and common-wall developments, and other residential design strategies that**

**allow for development at the gross allowable density while preserving sensitive site features.**

Responsible Agencies: CDD, PW

Timeframe: Ongoing

**Progress:** Projects approved with reduction in standards when building code can be met. Clustering has been used as a strategy for agriculture preservation in Antelope Valley.

**Adjustments:** Program will continue.

**Program 1:22 Examine the potential of allowing additional densities in existing specific plan areas within or adjacent to communities to better utilize available infrastructure and limited private land base.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Site analysis contained within the Housing Element identifies specific targeted parcels appropriate for expansion or creation of higher density. The Tioga Inn Specific Plan is in the process of being amended to create higher density potential.

**Adjustments:** Continue to evaluate opportunities for higher density and possible expansion of specific plans.

**Program 1:23 Consider establishing minimum allowable densities (in addition to retaining maximum density restrictions) in appropriate community areas to encourage resident housing.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No projects have been proposed where establishing minimum allowable densities is appropriate. Infrastructure is typically the limiting factor.

**Adjustments:** Continue to consider implementation of minimum densities when feasible.

**Program 1:24 Continue development credit programs in agricultural valleys such as Bridgeport and Hammil that promote the retention of large agricultural parcels for farming purposes by requiring clustered residential development on smaller parcels.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No projects have utilized development credit program in most recent cycle.

**Adjustments:** Program will continue.

**Program 1:25 Develop and implement a web-based program to connect second-home owners with those needing seasonal housing and consider methods of encouraging second-home owners to make vacation units available for resident use or seasonal employee housing.**

Responsible Agencies: CDD, IT

Timeframe: 2014-Ongoing

**Progress:** Community Development has updated regulations to clarify the intent and requirements for second-home owners seeking to rent their residence.

**Adjustments:** The County will continue to explore a web-based program.

**Program 1:26 Continue to utilize the Director Review permit process (ministerial permit process) to allow multifamily in multifamily designations and designations such as MFR-M.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No such projects during the most recent cycle.

**Adjustments:** Program will continue

**Program 1:27 In compliance with Government Code Section 65583(a)(4), allow emergency shelters in at least one land use designation without a use permit or other discretionary permit. Amend the General Plan Land Use Element to a) include a definition of Emergency Shelter; b) allow emergency shelters outright in the multi-family land designations (such as MFR); and c) stipulate that emergency shelters will only be subject to the same development and management standards that apply to other allowed uses with these designations.**

Responsible Agencies: CDD

Timeframe: 2014-2019

**Progress:** Emergency Shelters are allowed by-right in Public Facility (PF) designations.

**Adjustments:** Examine opportunities on other land use designations during upcoming housing element cycle.

## **b. HOUSING FOR LOW AND MODERATE INCOMES**

Goal Consistent with state requirements, pursue creative, economical and sustainable ways to house low- and moderate-income groups.

Policy 1 Facilitate the provision of affordable housing to meet the needs of all economic segments and special housing groups.

Policy 2 Plan for a sufficient number of affordable/employee housing units, including affordable family sized units to meet resident needs in each community.

Policy 3 Increase the housing stock to provide for affordable/employee housing units by promoting the use of existing recreational second-home units for permanent residents.

Policy 4 Promote a jobs/housing balance by awarding residents employed in their community preferential access to community housing programs, such housing purchases or rentals in that community.

Policy 5 Require new development projects to provide their fair share of affordable housing units – an amount sufficient to accommodate the affordable housing demand created

by the development project. Refine and continue use of inclusionary housing requirements to reflect a fair share contribution of units, in-lieu fees, land, etc. Coordinate regional housing mitigation and fee impact programs with those of the Town of Mammoth Lakes.

Policy 6 Pursue a variety of techniques, such as equity sharing, deed restrictions, and public or nonprofit ownership of affordable housing units in order to maintain the affordability of those units.

Policy 7 Develop a range of approaches to affordable housing that address rental units, home ownership and alternative approaches to affordable housing, such as:

- a threshold fund that provides zero interest security deposit loans for tenants;
- apartments for fixed-income seniors;
- a community land trust used to acquire land for housing;
- sweat-equity programs that enable first-time buyers to contribute their time/labor toward the purchase of a home;
- co-housing for income qualified buyers;
- deed restrictions;
- energy efficient designs; and
- "share a house" programs designed to ease the burden of housing costs for residents, including seniors and disabled.

Policy 8 Work to develop a variety of affordable housing unit types within community areas.

Policy 9 Based upon state regional housing need allocations, assign proportionate housing targets to unincorporated communities. Assist each community in meeting these targets and providing for its fair share of the unincorporated housing need.

**Program 2:1 The Board of Supervisors shall award density bonuses for projects incorporating affordable housing consistent with the Mono County Housing Mitigation Requirements (Chapter 15.40, Mono County Code). Consider revising and adopted new HMO.**

Responsible Agencies: BOS, CDD

Timeframe: Ongoing

**Progress:** The Housing Mitigation Ordinance (HMO) was suspended for the entirety of the cycle.

**Adjustments:** Consider revising and adopting a new HMO. Award density bonuses when consistent with state law.

**Program 2:2 The Board of Supervisors may reduce or waive development processing fees for qualifying affordable housing projects in order to facilitate processing. County staff will identify other agencies/districts with fees related to residential construction and will determine if those agencies waive or reduce fees for extremely low, low- and moderate-income housing units. Staff will**

**then work with applicable agencies to promote a reduction or waiving of fees for extremely low, low- and moderate-income housing projects.**

Responsible Agencies: BOS, CDD

Timeframe: Ongoing

**Progress:** No qualifying projects during the cycle.

**Adjustments:** Fee waivers and reductions for qualifying projects will continue to be analyzed.

**Program 2:3 Continue to allow secondary housing units in single-family residential areas as provided by state law and Chapter 16 of the Mono County Land Development Regulations.**

Responsible Agencies: CDD

Timeframe: Ongoing.

**Progress:** Nine accessory dwelling units were permitted and built during the cycle.

**Adjustments:** Continue the program. Secondary housing units now referred to as accessory dwelling units (ADUs).

**Program 2:4 The County shall not impose requirements for housing construction that increase housing costs other than those mandated by state law or those determined necessary to protect the health, welfare and safety of the residents of the county.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No new requirements imposed during cycle that increase housing costs.

**Adjustments:** Program will continue.

**Program 2:5 Maintain up-to-date information on federal and state housing-related programs and funding opportunities.**

Responsible Agencies: Housing Authority, MLH, IT

Timeframe: Ongoing

**Progress:** Website maintained with housing programs and funding opportunities.

**Adjustments:** Make more frequent updates to the database.

**Program 2:6 The Mono County Housing Authority, in cooperation with local social service agencies including IMACA and Mammoth Lakes Housing, Inc., shall participate in and coordinate housing programs designed to ease the burden of housing costs for residents, including seniors and disabled, including persons with developmental disabilities.**

Responsible Agencies: Housing Authority, MLH, IMACA

Timeframe: Ongoing

**Progress:** Successful housing programs include the rehabilitation grant, revolving loan fund, and first-time homebuyer loan.

**Adjustments:** Rehabilitation grant is not funded for the next cycle. Other programs will continue.

**Program 2:7 During the permit review process, encourage housing designs and site plans that capitalize on solar heating and cooling advantages to reduce utility costs.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Projects evaluated through plan check review of Title 24.

**Adjustments:** Program will continue.

**Program 2:8 Consider allowing an increase in density for those projects built for rental purposes in exchange for an agreement to retain rental units at an affordable price in perpetuity.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No projects during the cycle.

**Adjustments:** Program will continue.

**Program 2:9 Development projects and building permits shall comply with the Mono County Housing Requirements (Mono County Code 15.40), which requires development projects to include extremely low, low- and moderate-income housing. The continued affordability of these units shall be assured through enforceable documents/deed restrictions that flow with the sale or ownership transference of the property. Smaller projects shall contribute their fair share via in-lieu housing mitigation fees or other comparable mechanisms. The majority of housing units required by this program must be appropriate for families; i.e., not dormitory-style units, and must be reserved for families/households employed in the local economy.**

Responsible Agencies: CDD

Timeframe: Ongoing, HMO suspended

**Progress:** HMO is suspended. If a project has a significant employee impact, adequate housing must be provided, as per General Plan Policy 1.D.4. No projects during the cycle had significant employee generation.

**Adjustments:** Program 2:9 will be combined with Program 2:10, and re-worded to reflect Policy 1.D.4 rather than the suspended HMO.

**Program 2:10 Implement housing impact fees and other applicable mitigation strategies based on recommendations from fee impact studies that document the fair share impact of new development on the limited housing supply. Coordinate regional housing mitigation and fee impact programs with those of the Town of Mammoth Lakes.**

Responsible Agencies: CDD, Housing Authority

Timeframe: Dependent on HMO

**Progress:** HMO is suspended.

**Adjustments:** Program will continue if HMO is re-adopted. Program 2:10 will be combined with Program 2:9.

**Program 2:12 Through collaboration with a regional housing authority or similar entity, develop a range of extremely low, low and moderate income housing programs**

that address rental units, home ownership and alternative approaches to affordable housing, such as:

- a threshold fund that provides zero interest security deposit loans for tenants;
- apartments for fixed-income seniors;
- a community land trust used to acquire land for housing;
- sweat-equity programs that enable first-time buyers to contribute their time/labor toward the purchase of a home;
- co-housing for income qualified buyers;
- deed restrictions; and
- energy-efficient designs and prescriptive designs.

Responsible Agencies:

Timeframe: Ongoing

**Progress:** There is no regional housing authority. Successful relevant programs include first time homebuyer loan, revolving loan fund, and potential deed restrictions.

**Adjustments:** First time homebuyer loan, revolving loan fund, and deed restrictions will continue as available programs. Other approaches listed in Program 2:12 will be eliminated.

**Program 2:13** The County will meet with developers and encourage the development of housing for extremely low, low and moderate income households. The County will maintain an inventory of suitable sites, conduct preapplication meetings to facilitate development, provide technical assistance, support appropriate funding applications and offer regulatory incentives and concessions to contribute to the feasibility of development of housing for extremely low, low and moderate income households. The inventory of suitable sites will utilize a variety of factors to determine site suitability, including current and projected population figures, economic conditions, transportation systems, the potential for rehabilitation, and the availability of utilities and infrastructure.

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** County offers pre-application meetings for all development applications. The Land Development Technical Advisory Committee meets regularly and provides a forum for developers to discuss their project with multiple departments concurrently.

**Adjustments:** Program will continue.

**Program 2:14** Review and revise the Housing Mitigation Requirements (Mono County Code, Chapter 15.40) to ensure that they remain effective and equitable in today's housing market.

Responsible Agencies: CDD, Housing Authority

Timeframe: 2015, Ongoing

**Progress:** Reviewed, but BOS did not adopt.

**Adjustments:** Review and revisit adoption.



### c. PROGRAMS TO ADDRESS GOVERNMENTAL CONSTRAINTS

Goal Increase housing opportunities throughout the county, particularly in community areas by limiting governmental constraints on housing development.

Policy 1 Revise the Land Development Regulations of the General Plan to allow for greater flexibility in housing development in communities by substituting performance standards/criteria for rigid development standards where practical.

Policy 2 Revise the county's Subdivision Ordinance to provide greater flexibility in the division of land for a variety of housing types and to ensure consistency with the General Plan.

**Program 3:1 Review and consider revising development standards to provide for greater regulatory flexibility that promotes resident housing development opportunities. Issues and standards to review include, but are not limited to:**

- parking requirements, particularly in June Lake and older central business districts;
- snow storage requirements;
- allowing smaller minimum lot sizes where appropriate for affordability;
- broader application of the county's Manufactured Housing Subdivision provisions, which allows for lots as small as 4,000 square feet; and
- establishing performance criteria as a substitute for some existing inflexible regulations for residential development.

Responsible Agencies: CDD

Timeframe: 2014-2015

**Progress:** Parking requirements have been reduced, including reducing the required spaces for single family residential in June Lake from three to two and relaxing parking standards for businesses located in identified commercial cores. An amendment to the General Plan in 2019 allows for smaller minimum lot sizes consistent with density standards on multi-family residential parcels. Zero lot line development is available when building code can be met.

**Adjustments:** Program will continue.

**Program 3:2 Consider revising the Land Development Regulations to clarify the use of manufactured housing, including requirements in non-residential land use designations, minimum standards for farm labor housing use, and the ability to propose manufactured housing subdivisions within additional land use designations.**

Responsible Agencies: CDD

Timeframe: 2014

**Progress:** County has not explored program during the cycle.

**Adjustments:** Eliminate program. The County aims to prevent barriers for housing and does not support introducing additional standards for farm labor housing or manufactured homes.

**Program 3:3 Conduct preapplication conferences with project proponents to assist them in understanding permit procedures and to resolve potential application difficulties early in the review process.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** County offers pre-application meetings for all development applications. The Land Development Technical Advisory Committee meets regularly and provides a forum for developers to discuss their project with multiple departments concurrently.

**Adjustments:** Combine with Program 2:13.

**Program 3:4 Review permit-processing procedures to ensure streamlining of the permit process. Review and revise application packets, as needed, to ensure that they are comprehensive, clear and easy to use.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Permit-processing procedures are reviewed on a continual basis for efficiency, clarity, and comprehensiveness.

**Adjustments:** Program will continue

**Program 3:5 Amend the Land Development Regulations to provide a procedure for handling requests for reasonable accommodations made pursuant to state and federal fair housing laws.**

Responsible Agencies: CDD, BOS

Timeframe: Ongoing

**Progress:** Requests may be accommodated upon compliance with California Building Code.

**Adjustments:** Eliminate program. Separate ordinance deemed unnecessary.

**d. CONSERVATION AND REHABILITATION**

Goal Ensure the supply of safe, decent, sound housing for all residents.

Policy 1 Promote energy conservation in all residential neighborhoods.

Policy 2 Promote public awareness of the need for energy conservation.

Policy 3 Support development of programs and policies that achieve a high level of energy conservation in all new and rehabilitated housing units.

Policy 4 Ensure that housing for all residents is safe and sound.

Policy 5 Maintain the existing affordable housing stock through rehabilitation, replacement and conservation.

**Program 4:1 Continue to implement General Plan policies concerning the use of alternative energy sources (active and passive solar, etc.) in the development,**

**rehabilitation, and replacement of housing units, including enforcement of Title 24 of the California Energy Commission Regulations.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Over \$25,000 in fees were waived for photovoltaic systems during the cycle.

**Adjustments:** Program will continue.

**Program 4:2 Support the continuation of home weatherization programs offered by state agencies, utility companies and other groups.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Information on home weatherization programs is distributed when gathered.

**Adjustments:** Continue the program and actively pursue additional funding sources for home weatherization. Combine Program 4:2 with Program 4:3.

**Program 4:3 Make information available to homeowners and renters regarding weatherization and other programs that may assist in maintaining the affordability of housing units.**

Responsible Agencies: CDD

Timeframe: Ongoing.

**Progress:** Information on home weatherization programs is distributed when gathered.

**Adjustments:** Combine Program 4:3 with Program 4:2.

**Program 4:4 Periodically update the housing conditions survey to identify areas in Mono County that would benefit from rehabilitation.**

Responsible Agencies: CDD (Building Division)

Timeframe: 2017

**Progress:** Survey updated through Housing Needs Assessment in 2017.

**Adjustments:** Update again during next cycle.

**Program 4:5 Continue to participate in the state's Community Development Block Grant (CDBG) program for rehabilitation of owner-occupied housing units. The County's goal is to rehabilitate five units during the planning period. The County will apply annually for CDBG funds.**

Responsible Agencies: CDD, Finance

Timeframe: Ongoing

**Progress:** There have been four loans issued since 2014 ranging from \$54,000 to \$173,000 for a total valuation of \$551,375. These four loans have leveraged \$742,625 in private financing for a total of \$1,294,000 in real estate investment in unincorporated Mono County. No homes have been lost to foreclosure.

**Adjustments:** The program has received funding for \$500,000 for the upcoming cycle.

**Program 4:6 Provide community education regarding the availability of rehabilitation programs and provide public outreach regarding the availability of rehabilitation programs to low- and very low-income households and other special needs groups in areas identified as needing rehabilitation.**

Responsible Agencies: CDD, Housing Authority

Timeframe: Ongoing

**Progress:** Outreach on home loan rehabilitation programs have occurred throughout cycle. Materials are available online and over the counter.

**Adjustments:** Community education will continue.

**Program 4:7 Assist applicants in accessing home rehabilitation loans.**

Responsible Agencies: CDD, Finance

Timeframe: Ongoing

**Progress:** There have been four loans issued since 2014 ranging from \$54,000 to \$173,000 for a total valuation of \$551,375.

**Adjustments:** Continue aiding applicants.

**Program 4:8 Consider methods to encourage the private rehabilitation of housing, particularly rental housing.**

Responsible Agencies: CDD (Building Division)

Timeframe: Ongoing

**Progress:** No outreach efforts encouraging rehabilitation of rental housing during the cycle.

**Adjustments:** Consider outreach as rehabilitation programs become available.

**Program 4:9 Consider developing an active rental inspection program to ensure rental housing maintenance. This may require a fee to support inspection services. Careful consideration should be given to the fee structure to avoid increasing the costs of rental housing. Also consider a "self-certification program" for landlords who participate in a maintenance/management training program. Apply for and utilize CDBG funds to ensure affordability will not be affected by maintenance activities.**

Responsible Agencies: CDD (Building Division)

Timeframe: Ongoing

**Progress:** Program was not used during cycle.

**Adjustments:** Eliminate program, based on lack of community support.

**Program 4:10 Encourage the private rehabilitation of housing through enforcement of the property maintenance provisions of the various building codes enforced by the County.**

Responsible Agencies: CDD (Code Enforcement)

Timeframe: Ongoing

**Progress:** Code enforcement encourages property maintenance in order to meet building code and County standards.

**Adjustments:** Program will continue.

**Program 4:11 Encourage the rehabilitation of existing units over their demolition where practical through such measures as:**

- **Providing flexibility in administering building code requirements to facilitate the repair, remodel and refurbishment of existing units instead of their demolition;**
- **Developing a user-friendly process for repair, remodel and refurbishment, including handouts;**
- **Providing courtesy walk-through field assistance for owners seeking help in determining if demolition is necessary;**
- **Considering fee reductions and fast-track permit review for qualifying remodels; and**
- **Conducting outreach to communities and development interests regarding programs available for repair, remodel and refurbishment.**

Responsible Agencies: CDD (Building Division)

Timeframe: Ongoing

**Progress:** County supports rehabilitation projects. No demolition of housing units occurred during cycle.

**Adjustments:** County will encourage rehabilitation of units over demolition when practical and feasible.

#### **e. EQUAL HOUSING OPPORTUNITIES**

Goal Promote equal housing opportunities for all persons.

Policy 1 Ensure that information on fair housing laws is easily available.

Policy 2 Ensure that complaints about housing discrimination are addressed promptly and appropriately.

**Program 5:1 Disseminate and maintain fair housing information and education materials throughout the county and ensure public awareness of fair housing laws and processes. Materials will be distributed in a variety of public locations including government centers, libraries, post offices, shopping areas and web-sites.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Community Development provides information on the County website and at the permit counter and distributes information at RPACs.

**Adjustments:** Program will continue.

**Program 5:2 Refer persons with complaints of housing discrimination to appropriate online resources including information/links hosted on the Housing Authority web-site.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No complaints received during cycle.

**Adjustments:** Program will continue.

#### **f. PRESERVING UNITS AT RISK OF CONVERSION TO MARKET RATE USES**

Goal Preserve development reserved for low-income and/or employee housing uses at risk of conversion to market rates.

Policy 1 Ensure that units designated for low-income and/or employee housing uses remain restricted to those uses.

Policy 2 Ensure that units generally considered affordable (i.e., mobile homes) remain as residential uses.

Policy 3 Ensure that units participating in state or federal rental assistance or subsidy programs remain in those programs to retain affordability.

#### **Program 6:1 Legally restrict units intended for low-income and/or employee housing uses to those uses, report on legal status/policies of agency owned housing units.**

Responsible Agencies: BOS, State/Federal Agencies/CDD

Timeframe: Ongoing

**Progress:** No restricted units added during cycle.

**Adjustments:** County sold units should have deed restriction mechanism.

#### **Program 6:2 Continue to enforce regulations in the Mono County General Plan concerning the conversion of residential facilities or mobile-home spaces in a mobile-home park to other uses.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** No related projects during cycle.

**Adjustments:** Programs will continue.

#### **Program 6:3 Provide incentives for property owners to participate in state or federally funded rental assistance or subsidy programs. These incentives may include fee reductions, administrative (grant) assistance, and streamlined permit processing for rehabilitations.**

Responsible Agencies: BOS, CDD

Timeframe: Ongoing

**Progress:** No incentives provided during cycle.

**Adjustments:** Continue to explore incentives as they become available.

#### **Program 6:4 Monitor the conversion of permanent housing or long-term rental housing into transient rentals, particularly within the Transient Rental Overlay Districts.**

Responsible Agencies: CDD

Timeframe: Ongoing

**Progress:** Conversion of units recorded during short-term rental permitting process.

**Adjustments:** Continue to monitor. Short-term rentals are heavily regulated and rental history (i.e. if rented long-term in the past) is considered during approval process. Remove specific monitoring of Transient Rental Overlay Districts.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 13, 2019

**Departments:** IT, Sheriff

**TIME REQUIRED** 40 minutes (20 minute presentation; 20 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Nate Greenberg; Ingrid Braun

**SUBJECT** Regional Dispatch

**AGENDA DESCRIPTION:**

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

This item will provide an overview of current Mono County dispatch operations and challenges followed by a discussion around potential opportunities to develop a consolidated regional dispatch solution. The item requests Board approval to move forward with a feasibility study and allocate \$25,000 toward that effort.

**RECOMMENDED ACTION:**

1. Authorize County staff (Sheriff Braun and IT Director Greenberg) to continue regional dispatch conversation;
2. Authorize County staff to establish a Regional Dispatch Task Force;
3. Allocate \$25,000 from Mono County General Fund Contingencies to produce a Feasibility Study and Implementation Plan for regional dispatch (4/5 vote required).

**FISCAL IMPACT:**

\$25,000 to be taken from General Fund (GF) Contingencies. Amount of GF Contingencies remaining after this action is \$374,549.

**CONTACT NAME:** Nate Greenberg

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Presentation</a>

**History**

Time	Who	Approval
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8/8/2019 4:12 PM	County Administrative Office	Yes
8/8/2019 3:12 PM	County Counsel	Yes
8/8/2019 7:48 AM	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](mailto:ngreenberg@mono.ca.gov)

Nate Greenberg  
*Information Technology Director*

August 6, 2019

**To** Honorable Board of Supervisors  
**From** Nate Greenberg, Information Technology Director  
Ingrid Braun, Sheriff  
David Wilbrecht, Interim County Administrative Officer

**Subject** Regional Consolidated Dispatch Operations

**Recommendation**

1. Authorize County staff (Sheriff Braun and IT Director Greenberg) to continue regional dispatch conversation
2. Authorize County staff to establish a Regional Dispatch Task Force
3. Allocate \$25,000 from Mono County Contingencies to produce a Feasibility Study and Implementation Plan for regional dispatch

**Discussion**

The Mono County Sheriff Department currently houses the Public Safety Answering Point (PSAP) used to dispatch law, fire, and emergency medical services personnel for all Mono County and the Town of Mammoth Lakes. This facility is located in the Bridgeport jail and staffed by personnel who serve as 911 call takers, dispatchers, as well as jailers – among other duties. The current call volume, population housed in the jail, and other demands on time support the split nature of these positions in Mono County.

As the demands on emergency personnel throughout Mono County increase due to population, tourism, natural disasters and other emergencies, and evolution in operations, there is an increased impact on dispatchers. Matched with difficulties in recruiting and retaining talented personnel to serve in these roles, the Mono County dispatch operations faces some real challenges in the years ahead.

Two separate PSAPs exist in Inyo County – one operated by Inyo County Sheriff and housed in the Independence jail and the other by the City of Bishop and housed in the Bishop Police Department. The situation in Inyo County is similar to that in Mono – though their dispatch personnel are dedicated solely that that role and do not also serve as jailers. However, recruitment and retention pose challenges. The City of Bishop PSAP is likely the best positioned currently, with solid staffing and facility.

As Mono County embarks on a multi-year effort to overhaul its radio system and is planning to build a new jail facility, the topic of dispatch operations is ripe. While decisions around the radio system and complementary technology are not wholly driven by dispatch operations (nor dispatch being driven by technology decisions), the two topics are deeply inter-connected. The decision to continue to house the Mono County PSAP in the jail, however, is a critical consideration which should be made carefully yet swiftly.

Over the past several months, executives and staff (including administrators and public safety personnel) from Mono County, Inyo County, the Town of Mammoth Lakes, and the City of Bishop have met to discuss the possibility and opportunity to consolidate our three separate PSAPs into one and deliver regional dispatch services. Conceptually all of the players are on-board, although it is clear that there are a great number of details which will need to be better understood and worked through before positive decisions can be made.

Luckily the concept of consolidated regional dispatch is not new to Mono and Inyo Counties. There is wide support from the California Governor's Office of Emergency Services (which oversees 911 operations in California), as well as examples of other jurisdictions throughout the state who have gone through or are going through efforts such as these.

Our intention is to better understand the issues, opportunities, and constraints associated with a consolidated regional dispatch solution by commencing a feasibility study and associated implementation plan for our environment and conditions. This set of reports will provide valuable information to each of our agencies and help us make a decision as to whether or not to move forward, and if moving forward is agreed to, the manner in which we should do so.

This agenda item will provide an overview of the discussion which has taken place to date within the group, highlight some of the other examples in California which are germane, and ultimately request Board approval to move forward with this effort by allocating \$25,000 toward the effort. This money would be matched by equal contributions from other agencies and be used toward the development of the necessary study.

### **Fiscal Impact**

\$25,000 to be allocated from Contingencies.

### **Strategic Plan Alignment**

#### **Mono County Strategic Priorities**

1. Improve Public Safety & Health
2. Enhance Quality of Life for County Residents
3. Fiscally Health County & Regional Economy
4. Improve County Operations
5. Support the County Workforce

#### **IT Strategic Initiatives**

- ✘ 1. Customer Success
- 2. Infrastructure & Security
- 3. Communications
- ✘ 4. Engaged & Empowered Users
- ✘ 5. Usability & Access
- ✘ 6. Data Quality & Availability

# CONSOLIDATED REGIONAL DISPATCH

## Introduction & Concepts



# AGENDA

- Background
- Drivers
- Concepts
- Opportunities
- Road Ahead
- Recommendation



# CURRENT CONDITIONS

Three separate Public Safety Answering Points (PSAPs) in Mono & Inyo counties



**Mono:** Sheriff operated – Bridgeport Jail

- Sheriff, Mammoth Police Dept., 11 fire agencies, EMS dispatched
- 17 total FTEs (3 supervisor staff) – jailers/dispatchers combined



**Inyo:** Sheriff operated – Independence Jail

- Sheriff, fire, ambulance, Fish & Game, and some tribal dispatched
- 6 total FTEs (1 supervisor)

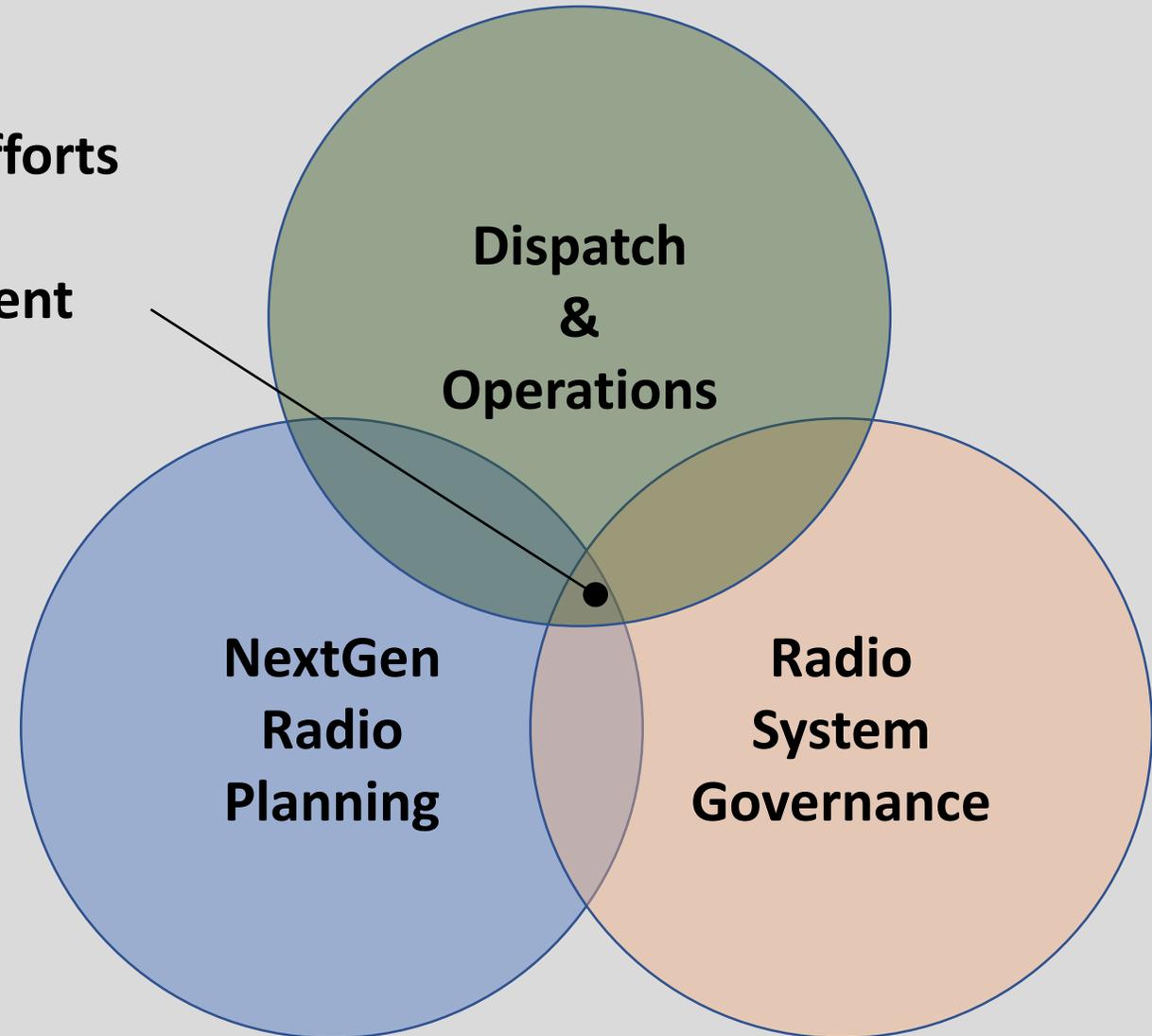


**Bishop:** Police Department operated – Bishop Police Dept.

- Bishop Police, Bishop Fire, Symons EMS dispatched
- 5 FTEs (including 2 PT, 1 night)

# DRIVERS

1. **Mono County Jail construction**
2. **Relationship to radio & communications efforts**
3. **50+ Inter-connected emergency management technology projects**
  - Next Gen 911
  - Dispatch and mobile mapping
  - Broadband and telecommunications
  - 211
  - Mobile access & connectivity
4. **Operational challenges**
  - Recruitment & retention of talent
5. **Improving customer service**



# HOW WE GOT HERE...

- **Evaluation of current conditions**
  - What could dispatch look like?
- **Key stakeholder meetings**
  - All agencies generally see value in consolidation
- **Evaluate other examples and our own experience**
- **State conversations**



# CONCEPTS

- **Santa Cruz 911**

- 1996 JPA to dispatch for all of Santa Cruz County
- 2011 San Benito County + Hollister
  - San Benito only CA County without a PSAP



- **Yolo 911 (YECA)**

- County-City JPA
  - Yolo, Colusa, & Sutter Counties



- **ShasCom**

- CA Special District
  - Anderson, Redding, Shasta County

SHASCOM-911

- **Imperial County**

- In process of developing regional consolidation plan



# OPPORTUNITIES

- **Interest and engagement from four agencies**
- **Consolidation of PSAPs to Bishop**
  - Combine staff & grow capacity
  - Economy of Scale efficiencies
  - Likely long-term cost savings
- **Improved governance**
  - JPA/Special District
    - Operations & Management
    - Funding
    - Technology
- **Resilient & scalable**

# ROAD AHEAD

... Long lead time:

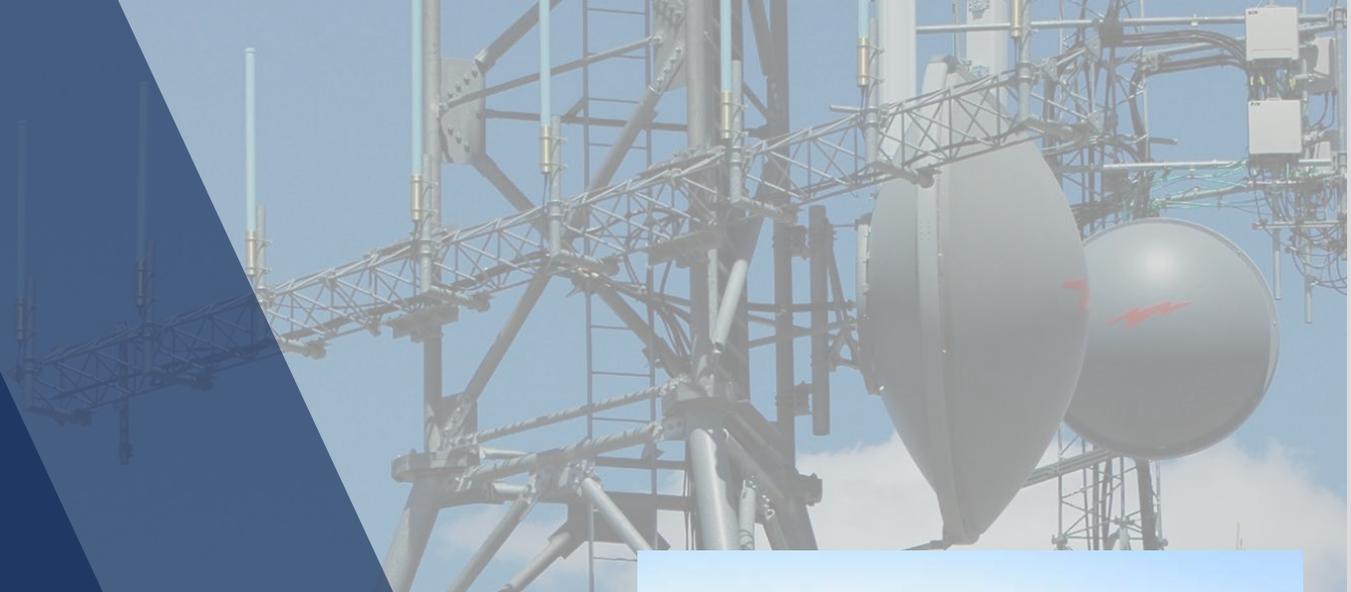
- **Agency staff to engage elected bodies**
- **Secure approval/funding for study + plan**
- **Retain consultant for planning**
- **Work toward implementation**
  - Governance
  - Technology
  - Financing

# REQUEST

- 1. Board support for regionalization effort**
- 2. Formally authorize staff to continue leading for Mono**
  - Sheriff Braun & IT Director Greenberg
- 3. Permission for staff to form Task Force**
- 4. Allocate \$25k from Contingencies for Feasibility Study + Plan**
  - Other agencies to follow suit

# THANK YOU!!

Questions/Comments/Feedback





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 13, 2019

**Departments: Public Works**

<b>TIME REQUIRED</b>	15 minutes (10 minutes presentation, 5 minutes discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Chad Senior
<b>SUBJECT</b>	Mono City Roads and Benton Crossing Road (Phase 1) Maintenance Project		

### AGENDA DESCRIPTION:

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

This project will maintain roads in Mono City and a portion of Benton Crossing Road starting at the Green Church at Highway 395 and extending approximately five miles (past the landfill).

### RECOMMENDED ACTION:

Identify VSS International, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project ("Project"); 2) approve and authorize Public Works Director to execute a contract with VSS International, Inc. for the Project in an amount not to exceed \$917,000 (Base Bid A and Base Bid B); 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$58,350 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

### FISCAL IMPACT:

This project is funded with \$81,000 of Regional Surface Transportation Program (RSTP) funds and the remainder from SB1 Road Maintenance and Rehabilitation Account (RMRA) funds.

**CONTACT NAME:** Chad Senior

**PHONE/EMAIL:** 760-934-1812 / csenior@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

[staff report](#)

[bid tabulation](#)

[VSS contract](#)

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### History

Time	Who	Approval
8/8/2019 5:04 PM	County Administrative Office	Yes
8/8/2019 5:04 PM	County Counsel	Yes
8/8/2019 5:04 PM	Finance	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** August 13, 2019

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Chad Senior, Associate Engineer

**Re:** Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project

### **Recommended Action:**

Identify VSS International, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project ("Project"); 2) approve and authorize Public Works Director to execute a contract with VSS International, Inc. for the Project in an amount not to exceed \$917,000.00 (Base Bid A and Base Bid B); 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$58,350 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel

### **Fiscal Impact:**

This project is funded with \$81,000 of Regional Surface Transportation Program (RSTP) funds and SB1 Road Maintenance and Rehabilitation Account (RMRA) funds. Contractor payments are not expected to impact the General Fund, however the General Fund is obligated to pay an annual maintenance of effort of \$522,033 to the Road Fund as a condition of retaining SB1 funding currently earmarked for this project.

### ***Strategic Plan Focus Area: Infrastructure, Environmental Sustainability***

### **Background:**

This project was previously approved in the most recent 5-year Road Capital Improvement Program. The purpose of the project is to continue to preserve, protect, and maintain existing asphalt roads within the County. The project will slurry seal all roads in the community of Mono City including:

- East Mono Lake Drive
- Silver Lake Way
- Peeler Lake Drive
- Blue Lake Way
- Twin Lakes Drive
- Green Lakes Ct.
- Lake Helen Ct.



Approximately 5 miles of Benton Crossing Road will be chip sealed, starting at the junction with Highway 395 and extending to the Pit Road intersection. Additionally, existing road signs in Mono City will be upgraded to steel posts and existing paint striping, paint markings, and road signs on Benton Crossing Road will be restored.

The project manual, including the project plans, were approved at the Board meeting on July 9, 2019. Three bids were received for the Project prior to the July 31, 2019 bid submission deadline. See the Bid Tabulation attached as Exhibit 1.

Staff recommends that the Board of Supervisors award the contract to VSS International, Inc., which submitted a responsive bid and is the lowest responsible bidder. The contract will include base bid items A and B; alternate bid C will not be included for construction. The contract is attached as Exhibit 2 for your reference.

Please contact me at 760.924.1812 or by email at [cseior@mono.ca.gov](mailto:cseior@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



---

Chad Senior,  
Associate Engineer

Attachments: Exhibit 1 - Bid Tabulation  
Exhibit 2 - Contract with VSS International, Inc.

# EXHIBIT 1

County of Mono, Department of Public Works

## Bid Tabulation Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project Project No. 9304-9305

Mono City Roads				Base Bid A	
No	Spec Reference	Item	Quantity	Units	
A1	8	Mobilization	1	LS	
A2	13	Water Pollution Control	1	LS	
A3	12	Traffic Control, including Traffic Control Plan	1	LS	
A4	37	Slurry Seal	26230	SY	
A5	19	Roadway Excavation (Repair Areas)	48	CY	
A6	26	6" Aggregate Base (Repair Areas)	34	CY	
A7	39	3-inch Hot Mix Asphalt (Repair Areas)	35	Ton	
A8	19	Shoulder Backing (Import)	5000	LF	
A9	82	Steel Post Road Sign - Pedestrian (W11-2))	8	EA	
A10	82	Steel Post Road Sign - GREEN LAKE CT.	1	EA	
A11	82	Steel Post Road Sign (Replace Wood Post Only)	18	EA	
<b>Mono City Roads - Base Bid A</b>					

Engineer's Cost Estimate	
Price per Unit	Item Price
\$ 8,000.00	\$ 8,000.00
\$ 4,000.00	\$ 4,000.00
\$ 6,000.00	\$ 6,000.00
\$ 2.40	\$ 62,952.00
\$ 5.00	\$ 240.00
\$ 28.00	\$ 952.00
\$ 140.00	\$ 4,900.00
\$ 1.25	\$ 6,250.00
\$ 500.00	\$ 4,000.00
\$ 500.00	\$ 500.00
\$ 450.00	\$ 8,100.00
<b>\$ 105,894.00</b>	

VSS International, Inc.	
Price per Unit	Item Price
\$ 95,007.80	\$ 95,007.80
\$ 2,160.00	\$ 2,160.00
\$ 10,000.00	\$ 10,000.00
\$ 4.46	\$ 116,985.80
\$ 518.40	\$ 24,883.20
\$ 523.80	\$ 17,809.20
\$ 712.80	\$ 24,048.00
\$ 16.20	\$ 81,000.00
\$ 594.00	\$ 4,752.00
\$ 594.00	\$ 594.00
\$ 270.00	\$ 4,860.00
<b>\$ 383,000.00</b>	

Pavement Coatings Co.	
Price per Unit	Item Price
\$ 90,000.00	\$ 90,000.00
\$ 3,500.00	\$ 3,500.00
\$ 40,000.00	\$ 40,000.00
\$ 2.40	\$ 62,952.00
\$ 315.00	\$ 15,120.00
\$ 360.00	\$ 12,240.00
\$ 900.00	\$ 31,500.00
\$ 14.20	\$ 71,000.00
\$ 650.00	\$ 5,200.00
\$ 650.00	\$ 650.00
\$ 300.00	\$ 5,400.00
<b>\$ 337,562.00</b>	

American Pavement Systems Inc.	
Price per Unit	Item Price
\$ 75,000.00	\$ 75,000.00
\$ 8,000.00	\$ 8,000.00
\$ 43,000.00	\$ 43,000.00
\$ 6.76	\$ 177,314.80
\$ 490.00	\$ 23,520.00
\$ 430.00	\$ 14,620.00
\$ 850.00	\$ 29,750.00
\$ 7.75	\$ 38,750.00
\$ 1,000.00	\$ 8,000.00
\$ 1,500.00	\$ 1,500.00
\$ 750.00	\$ 13,500.00
<b>\$ 432,954.80</b>	

Benton Crossing Road - Phase 1				Base Bid B	
No	Spec Reference	Item	Quantity	Units	
B1	8	Mobilization	1	LS	
B2	13	Water Pollution Control	1	LS	
B3	12	Traffic Control, including Traffic Control Plan	1	LS	
B4	37	Asphalt-Rubber Chip Seal (11' Traveled Lanes)	62207	SY	
B5	37	Flush Coat (Road and Aprons)	86863	SY	
B6	84	Centerline (Paint)	24834	LF	
B7	84	4" Right-Edgeline (Paint)	49668	LF	
B8	84	*STOP AHEAD* Marking (Paint)	1	EA	
B9	84	*STOP* Marking (Paint)	2	EA	
B10	84	Stop Bar - Limit Line (Paint)	1	EA	
B11	82	Steel Post Road Sign (Replace Sign and Post)	24	EA	
B12	82	Steel Post Road Sign (Replace Wood Post Only)	1	EA	
B13	82	Steel Post Road Sign (Double-Post)	1	EA	
<b>Benton Crossing Road - Phase 1 - Base Bid B</b>					

Engineer's Cost Estimate	
Price per Unit	Item Price
\$ 32,000.00	\$ 32,000.00
\$ 13,000.00	\$ 13,000.00
\$ 23,000.00	\$ 23,000.00
\$ 3.00	\$ 186,621.00
\$ 2.00	\$ 173,726.00
\$ 0.35	\$ 8,691.90
\$ 0.30	\$ 14,900.40
\$ 300.00	\$ 300.00
\$ 200.00	\$ 400.00
\$ 150.00	\$ 150.00
\$ 500.00	\$ 12,000.00
\$ 450.00	\$ 450.00
\$ 700.00	\$ 700.00
<b>\$ 465,939.30</b>	

VSS International, Inc.	
Price per Unit	Item Price
\$ 22,482.42	\$ 22,482.42
\$ 1,080.00	\$ 1,080.00
\$ 20,000.00	\$ 20,000.00
\$ 6.67	\$ 414,920.69
\$ 0.17	\$ 14,768.71
\$ 0.59	\$ 14,652.06
\$ 0.59	\$ 29,304.12
\$ 648.00	\$ 648.00
\$ 432.00	\$ 864.00
\$ 162.00	\$ 162.00
\$ 594.00	\$ 14,256.00
\$ 270.00	\$ 270.00
\$ 594.00	\$ 594.00
<b>\$ 534,000.00</b>	

Pavement Coatings Co.	
Price per Unit	Item Price
\$ 30,000.00	\$ 30,000.00
\$ 3,000.00	\$ 3,000.00
\$ 3,000.00	\$ 3,000.00
\$ 7.00	\$ 435,449.00
\$ 0.60	\$ 52,117.80
\$ 0.65	\$ 16,142.10
\$ 0.65	\$ 32,284.20
\$ 700.00	\$ 700.00
\$ 450.00	\$ 900.00
\$ 200.00	\$ 200.00
\$ 650.00	\$ 15,600.00
\$ 300.00	\$ 300.00
\$ 650.00	\$ 650.00
<b>\$ 590,343.10</b>	

American Pavement Systems Inc.	
Price per Unit	Item Price
\$ 75,000.00	\$ 75,000.00
\$ 2,625.00	\$ 2,625.00
\$ 70,000.00	\$ 70,000.00
\$ 5.90	\$ 367,021.30
\$ 0.40	\$ 34,745.20
\$ 1.15	\$ 28,559.10
\$ 0.53	\$ 26,324.04
\$ 400.00	\$ 400.00
\$ 400.00	\$ 800.00
\$ 400.00	\$ 400.00
\$ 1,000.00	\$ 24,000.00
\$ 1,500.00	\$ 1,500.00
\$ 2,500.00	\$ 2,500.00
<b>\$ 633,874.64</b>	

Benton Crossing Road - Phase 1				Alternate Bid C	
No	Spec Reference	Item	Quantity	Units	
C1	8	Mobilization	1	LS	
C2	13	Water Pollution Control	1	LS	
C3	12	Traffic Control, including Traffic Control Plan	1	LS	
C4	37	Asphalt-Rubber Chip Seal (11' Traveled Lanes)	30663	SY	
C5	37	Flush Coat (Road and Aprons)	42127	SY	
C6	84	Centerline (Paint)	12544	LF	
C7	84	4" Right-Edgeline (Paint)	25088	LF	
C8	84	Paint Fake Cattle Guard (White)	1	EA	
C9	82	Steel Post Road Sign (Replace Sign and Post)	13	EA	
C10	82	Steel Post Road Sign (Replace Wood Post Only)	2	EA	
C11	82	Steel Post Road Sign (Double-Post)	1	EA	
<b>Benton Crossing Road - Phase 1 - Alternate Bid C</b>					

Engineer's Cost Estimate	
Price per Unit	Item Price
\$ 16,000.00	\$ 16,000.00
\$ 7,000.00	\$ 7,000.00
\$ 12,000.00	\$ 12,000.00
\$ 3.00	\$ 91,989.00
\$ 2.00	\$ 84,254.00
\$ 0.35	\$ 4,390.40
\$ 0.30	\$ 7,526.40
\$ 200.00	\$ 200.00
\$ 500.00	\$ 6,500.00
\$ 450.00	\$ 900.00
\$ 700.00	\$ 700.00
<b>\$ 231,459.80</b>	

VSS International, Inc.	
Price per Unit	Item Price
\$ 19,577.98	\$ 19,577.98
\$ 1,080.00	\$ 1,080.00
\$ 10,000.00	\$ 10,000.00
\$ 6.85	\$ 210,041.55
\$ 0.17	\$ 7,161.59
\$ 0.59	\$ 7,400.96
\$ 0.59	\$ 14,801.92
\$ 1,080.00	\$ 1,080.00
\$ 594.00	\$ 7,722.00
\$ 270.00	\$ 540.00
\$ 594.00	\$ 594.00
<b>\$ 280,000.00</b>	

Pavement Coatings Co.	
Price per Unit	Item Price
\$ 15,000.00	\$ 15,000.00
\$ 3,000.00	\$ 3,000.00
\$ 5,000.00	\$ 5,000.00
\$ 7.00	\$ 214,641.00
\$ 0.60	\$ 25,276.20
\$ 0.65	\$ 8,153.60
\$ 0.65	\$ 16,307.20
\$ 1,200.00	\$ 1,200.00
\$ 650.00	\$ 8,450.00
\$ 300.00	\$ 600.00
\$ 650.00	\$ 650.00
<b>\$ 298,278.00</b>	

American Pavement Systems Inc.	
Price per Unit	Item Price
\$ 5,000.00	\$ 5,000.00
\$ 2,500.00	\$ 2,500.00
\$ 5,000.00	\$ 5,000.00
\$ 2.50	\$ 76,657.50
\$ 0.25	\$ 10,531.75
\$ 1.10	\$ 13,798.40
\$ 0.50	\$ 12,544.00
\$ 10,500.00	\$ 10,500.00
\$ 1,000.00	\$ 13,000.00
\$ 1,500.00	\$ 3,000.00
\$ 2,500.00	\$ 2,500.00
<b>\$ 155,031.65</b>	

Total Bid A+B+C	\$ 803,293.10
Contingency (10%)	\$ 80,329.31

<b>BIDDER'S GRAND TOTAL*</b>
(Includes Base Bid A + Base Bid B + Alternate Bid C)
* County will use this total to compare bids and determine apparent low bidder. Note, County will reserve right to choose and construct the base bid with or without the addition of Alternative Bid C.

Engineer's Cost Estimate	
<b>\$ 883,622</b>	

VSS International, Inc.	
<b>\$ 1,197,000.00</b>	

Pavement Coatings Co.	
<b>\$ 1,226,183.10</b>	

American Pavement Systems Inc.	
<b>\$ 1,221,861.09</b>	

**AGREEMENT BETWEEN COUNTY OF MONO AND  
VSS INTERNATIONAL, INC. FOR THE CONSTRUCTION OF  
THE MONO CITY ROADS AND BENTON CROSSING ROAD  
(PHASE 1) ROAD MAINTENANCE PROJECT**

**INTRODUCTION**

WHEREAS, the County of Mono (“County”) may have the need for the construction services of VSS International, Inc., of Sacramento, CA (“Contractor”) (County and Contractor may be referred to individually as a “Party” and collectively as the “Parties”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated herein by this reference:

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

In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern.

**2. TERM**

The term of this Agreement shall be from August 20, 2019 to July 31, 2020, unless sooner terminated as provided in this Agreement.

**3. CONSIDERATION**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees set forth in Attachment

B for the services and work described in Attachment A that are performed by Contractor at County's request.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed Nine hundred seventeen thousand dollars (\$917,000.), plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

#### **4. WORK SCHEDULE**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

#### **7. COUNTY PROPERTY**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

#### **8. WORKERS' COMPENSATION**

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

## 9. INSURANCE

A. Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

### MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than Five Million dollars (\$5,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than Five Million dollars (\$5,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractor's Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.000) per claim or occurrence and Two Million dollars (\$2,000,000.00) policy aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional

insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days written notice to County.

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

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

## **10. STATUS OF CONTRACTOR**

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

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

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

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

## **11. DEFENSE AND INDEMNIFICATION**

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

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

## **12. RECORDS AND AUDIT**

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

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

## **13. NONDISCRIMINATION**

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

## **14. TERMINATION**

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

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

## **15. ASSIGNMENT**

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

## **16. DEFAULT**

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

## **17. WAIVER OF DEFAULT**

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



## **18. CONFIDENTIALITY**

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

## **19. CONFLICTS**

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

## **20. POST-AGREEMENT COVENANT**

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

## **21. SEVERABILITY**

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

## **22. FUNDING LIMITATION**

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

## **23. AMENDMENT**

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

## **24. NOTICE**

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

If to County:

County of Mono  
Public Works Department  
Director of Public Works  
PO Box 457  
Bridgeport, CA 93517

If to Contractor:

VSS International, Inc.  
Attn: Jordan Reed  
3785 Channel Drive  
West Sacramento, CA 95691  
916 373-1500

**25. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_  
\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Taxpayer's Identification or Social Security  
Number: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF MONO AND VSS INTERNATIONAL, INC. FOR THE CONSTRUCTION OF THE MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT

#### TERM:

**FROM:** August 20, 2019

**TO:** July 31, 2020

#### SCOPE OF WORK:

County has selected, and Contractor shall construct, project bid items Base Bid A and Base Bid B (“Base Project”).

The major work items of this the MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT, Project No. 9304-9305 (“Project”) are to preserve and maintain existing asphalt concrete by the application of a slurry seal on existing roads in Mono City, including East Mono Lake Drive, Silver Lake Way, Peeler Lake Drive, Blue Lake Way, Twin Lakes Drive, Green Lake Court, Lake Helen Court; repair of existing asphalt concrete on select areas of Mono City roads with hot mix asphalt prior to slurry sealing; placement and compaction of shoulder backing at select locations adjacent to Mono City roads; installation of metal post road signs; application of an asphalt-rubber chip seal on a portion of Benton Crossing Road starting at Highway 395; painting of roadway striping and roadway markings upon completion of the chip seal on Benton crossing road; installation of new road signs on metal posts on Benton Crossing Road; and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project’s Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, and the Standard Specifications (2015) and the Standard Plans (2015) issued by the California Department of Transportation, as they may have been amended for County’s use.

Tasks performed in completing the Project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with County's Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this Agreement, which documents are attached hereto and/or by this reference incorporated herein.

#### SCHEDULE OF FEES:

See Bid Schedule set forth in Attachment B of this Agreement and incorporated herein.

#### WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. Completion of site improvements shall be specified by the Department of Public Works in a Notice of Completion filed in the Office of the County Recorder.

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**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO AND  
VSS INTERNATIONAL, INC FOR THE CONSTRUCTION OF THE  
MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1)  
ROAD MAINTENANCE PROJECT**

**TERM:**

**FROM:** August 20, 2019

**TO:** July 31, 2020

**SCHEDULE OF FEES:**

See Bid Schedule, attached hereto and incorporated herein as Attachment B2. The total project cost shall not exceed nine hundred seventeen thousand dollars (\$917,000.00), unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval and authorization to proceed, payment shall be made for any additional items or tasks not initially specified in Attachment A (Scope of Work) attached to the Agreement and incorporated herein.

# ATTACHMENT B2

County of Mono, Department of Public Works

## Bid Schedule

### Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project

Project No. 9304-9305

Mono City Roads			Base Bid			A
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
A1	8	Mobilization	1	LS	\$ 95,007.80	\$ 95,007.80
A2	13	Water Pollution Control	1	LS	\$ 2,160.00	\$ 2,160.00
A3	12	Traffic Control, including Traffic Control Plan	1	LS	\$ 10,000.00	\$ 10,000.00
A4	37	Slurry Seal	26230	SY	\$ 4.46	\$ 116,985.80
A5	19	Roadway Excavation (Repair Areas)	48	CY	\$ 518.40	\$ 24,883.20
A6	26	6" Aggregate Base (Repair Areas)	34	CY	\$ 523.80	\$ 17,809.20
A7	39	3-inch Hot Mix Asphalt (Repair Areas)	35	Ton	\$ 712.80	\$ 24,948.00
A8	19	Shoulder Backing (Import)	5000	LF	\$ 16.20	\$ 81,000.00
A9	82	Steel Post Road Sign - Pedestrian (W11-2))	8	EA	\$ 594.00	\$ 4,752.00
A10	82	Steel Post Road Sign - GREEN LAKE CT.	1	EA	\$ 594.00	\$ 594.00
A11	82	Steel Post Road Sign (Replace Wood Post Only)	18	EA	\$ 270.00	\$ 4,860.00
<b>Mono City Roads - Base Bid - A - Subtotal:</b>						<b>\$ 383,000.00</b>

Benton Crossing Road - Phase 1			Base Bid			B
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
B1	8	Mobilization	1	LS	\$ 22,482.42	\$ 22,482.42
B2	13	Water Pollution Control	1	LS	\$ 1,080.00	\$ 1,080.00
B3	12	Traffic Control, including Traffic Control Plan	1	LS	\$ 20,000.00	\$ 20,000.00
B4	37	Asphalt-Rubber Chip Seal (11' Traveled Lanes)	62207	SY	\$ 6.67	\$ 414,920.69
B5	37	Flush Coat (Road and Aprons)	86863	SY	\$ 0.17	\$ 14,766.71
B6	84	Centerline (Paint)	24834	LF	\$ 0.59	\$ 14,652.06
B7	84	4" Right-Edgeline (Paint)	49668	LF	\$ 0.59	\$ 29,304.12
B8	84	"STOP AHEAD" Marking (Paint)	1	EA	\$ 648.00	\$ 648.00
B9	84	"STOP" Marking (Paint)	2	EA	\$ 432.00	\$ 864.00
B10	84	Stop Bar - Limit Line (Paint)	1	EA	\$ 162.00	\$ 162.00
B11	82	Steel Post Road Sign (Replace Sign and Post)	24	EA	\$ 594.00	\$ 14,256.00
B12	82	Steel Post Road Sign (Replace Wood Post Only)	1	EA	\$ 270.00	\$ 270.00
B13	82	Steel Post Road Sign (Double-Post)	1	EA	\$ 594.00	\$ 594.00
<b>Benton Crossing Road - Phase 1 - Base Bid - B - Subtotal:</b>						<b>\$ 534,000.00</b>

<p><b>BIDDER'S GRAND TOTAL</b></p> <p><b>(Includes Base Bid A + Base Bid B)</b></p>	<p><b>\$ 917,000.00</b></p>
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# EXHIBIT 1

## AGREEMENT BETWEEN COUNTY OF MONO AND VSS INTERNATIONAL, INC. FOR THE CONSTRUCTION OF THE MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT

### GENERAL CONDITIONS

#### SECTION 1. GENERAL

##### 1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER** (or, **SURETY**): A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD**: The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY**: Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER**: A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT** (or, **CONTRACT DOCUMENTS**): The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR**: The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM** (or, **PAY ITEM**): A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME**: The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY**: The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT**: The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.

- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least



6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

## **1.2 ORDER OF PRECEDENCE OF DOCUMENTS.**

In the event of a conflict between the Agreement (including any attachment or exhibit thereto); the Invitation for Bids and Instructions to Bidders; the Project Plans; the Technical Specifications; the 2015 State of California, Department of Transportation, Standard Specifications and Standard Plans; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to decide to resolve any such conflict by deciding which document or provision shall govern.

## **SECTION 2. PERFORMANCE OF WORK**

### **2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.**

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the

construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

Mono City Fire Protection District  
State of California Department of Transportation (Caltrans)  
Mono County Sheriff's Department  
Southern CA Edison  
United States Forest Service

- F. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

## **2.2 OTHER PROJECTS.**

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

## **2.3 PROTECTION OF PROPERTY.**

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction and at no additional cost to the County.

It is the Contractor's responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor's presence, it will be the Contractor's responsibility to repair the damage to the County's satisfaction without cost to the County. If the Contractor does not repair the damage to the County's satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

**3 ENVIRONMENTAL PROTECTION.**

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

**3.1 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.**

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 et seq. of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

**3.2 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.**

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor either to resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such work shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

**SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS**

**3.1 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

**3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-

year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

### **3.3 APPLICABILITY TO SUBCONTRACTORS**

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

### **3.4 QUARTERLY DISCLOSURES**

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractor, or lower-tier contractor. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

## **SECTION 4. SUBCONTRACTORS**

### **4.1 SUBCONTRACTING.**

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110 and may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

#### **4.2 PERFORMANCE OF SUBCONTRACTORS**

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

#### **4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.**

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance or noncompliance by a subcontractor.

#### **4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.**

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

#### **4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.**

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

## SECTION 5. PROJECT IMPLEMENTATION

### 5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

### 5.2 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

### 5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

## SECTION 6. PROJECT ADMINISTRATION

### 6.1 GENERAL.

**Changes and Extra Work:** The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

### **Control of Work:**

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

### **6.2 OMITTED ITEMS.**

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

### **6.3 CONTRACTOR REPRESENTATION.**

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

### **6.4 CONTRACTOR PERSONNEL.**

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

### **6.5 METHODS AND EQUIPMENT.**

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

## **6.6 PARTIAL PAYMENTS.**

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

## **6.7 FINAL ACCEPTANCE.**

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

## **6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.**

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

## **6.9 FORCE MAJEURE.**

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.



## **6.10 WARRANTY AND GUARANTEE.**

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

## **SECTION 7: TERMINATION**

### **7.1 TERMINATION BY CONTRACTOR.**

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency

making material unavailable.

2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

## **7.2 TERMINATION BY COUNTY FOR CAUSE.**

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.3 TERMINATION BY COUNTY FOR CONVENIENCE.**

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4. Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

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## **7.4 PAYMENT ADJUSTMENT FOR TERMINATION.**

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

## **SECTION 8. MATERIALS**

### **8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.**

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an "or equal" item approved by the Engineer and installed or applied by Contractor.

### **8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.**

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

### **8.3 STORAGE OF MATERIALS.**

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes

without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner's or lessee's permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

## **SECTION 9. CONSTRUCTION DETAILS**

### **9.1 ORDER OF WORK.**

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

### **9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.**

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **NO** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

### **9.3 CONSTRUCTION SITE NUISANCE.**

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

### **9.4 PUBLIC CONVENIENCE AND SAFETY.**

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

## **9.5 HIGHWAY CONSTRUCTION EQUIPMENT.**

Attention is directed to Section 591 of the Vehicle Code and Sections 7-I.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

## **9.6 PERMITS.**

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

## **9.7 CONSTRUCTION LAYOUT AND STAKES.**

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

## **9.8 TESTING AND INSPECTIONS.**

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

## **9.9 CONTRACTOR QUALITY CONTROL.**

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

## **9.10 INSPECTION OF THE WORK.**

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's

representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

### **9.11 RETEST OF WORK.**

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

### **9.12 MAINTENANCE DURING CONSTRUCTION.**

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

## **SECTION 10. OPERATIONS AND SAFETY**

### **10.1 TEMPORARY CONTRACTOR FACILITIES.**

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

### **10.2 BORROW, DISPOSAL AND MATERIAL SITES.**

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

### **10.3 WATER SUPPLY.**

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

### **10.4 EXISTING FACILITIES.**

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

## **SECTION 11. PROGRESS MEETINGS**

### **11.1 WEEKLY PROGRESS MEETINGS.**

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable timeframes.

### **11.2 ATTENDEES.**

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.



## **SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES**

### **14.1 BEGINNING OF WORK AND TIME OF COMPLETION.**

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the date set forth in the Notice to Proceed.

### **14.2 LIQUIDATED DAMAGES.**

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of **\$4,600.00 per day**, as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 17-18 available at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch12.pdf>

### **14.3 BREACH.**

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time-frame may be deemed by the County as a breach of contract.

## **SECTION 15. PROJECT CLOSEOUT**

### **15.1 “As-Built” Drawings.**

The Contractor shall maintain a set of accurate “as-built” drawings during the course of the project. Any project work completed that varies from the “as-built” drawings as issued shall be legibly noted on the “as-built” drawings in red ink. Both text and line work shall be used to reflect the changes. The “as-built” drawings shall be clearly labeled as “as-built” drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the “as-built” drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

## EXHIBIT 2

### AGREEMENT BETWEEN COUNTY OF MONO AND VSS INTERNATIONAL, INC. FOR THE CONSTRUCTION OF THE MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT

PREVAILING WAGES AS OF: August 20, 2019

#### A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code sections 1720 and 1720.3. Accordingly, and as required by California Labor Code section 1771, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

#### B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Pursuant to California Labor Code section 1773.2, copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

#### C. Apprentices.

Pursuant to California Labor Code section 1777.5, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. In addition, Contractor and/or any subcontractor under him employing a registered apprentice to perform services or work that constitute a public work shall comply with the remaining requirements and provisions of California Labor Code section 1777.5, a copy of which is included at the end of this Exhibit 2. The Contractor, as the prime contractor under any contract issued for the 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

#### D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than Two Hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the remaining requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.

E. Payroll Records.

Pursuant to California Labor Code section 1776, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

H. Hours.

Pursuant to California Labor Code section 1810, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code section 1815, the performance of services and work, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by California Labor Code section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement,

for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

Pursuant to California Labor Code section 1725.5, unless subject to the limited exceptions stated in Labor Code section 1771.1, no contractor or subcontractor may be qualified or listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## CALIFORNIA LABOR CODE SECTIONS

### California Labor Code Section 1775:

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section

1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

California Labor Code Section 1777.5:

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.



(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

## EXHIBIT 3

### AGREEMENT BETWEEN COUNTY OF MONO AND VSS INTERNATIONAL, INC. FOR THE CONSTRUCTION OF THE MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT

#### BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Director of the Department of Public Works or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and 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 County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by County within 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

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**SAMPLE PERFORMANCE BOND**

**WHEREAS**, the County of Mono, acting by and through its Department of Public Works, has awarded to Contractor \_\_\_\_\_ [NAME], hereafter designated as the “Contractor”, a contract for the work described as follows:

MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE1) ROAD MAINTENANCE PROJECT as described in the Project Manual.

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**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 Contractor, its heirs, executors, administrators, 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 foregoing contract 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.

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

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**SAMPLE PAYMENT BOND**

**WHEREAS**, The County of Mono, acting by and through its Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Principal", a contract for the work described as follows:

MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT as described in the Project Manual.

**AND WHEREAS**, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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.

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Principal

\_\_\_\_\_

\_\_\_\_\_

Surety (SEAL)

\_\_\_\_\_

\_\_\_\_\_

By: Attorney-in-Fact

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

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**SAMPLE WARRANTY BOND**

**KNOW ALL BY THESE PRESENTS** that we, \_\_\_\_\_,  
the Contractor in the contract hereto annexed, as Principal, and, \_\_\_\_\_  
as Surety, are held and firmly bound unto the County of Mono in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be  
made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of the MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on \_\_\_\_\_  
[DATE] (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

**PROVIDED, HOWEVER,** that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: \_\_\_\_\_, 20 \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Principal

\_\_\_\_\_

\_\_\_\_\_

Surety (SEAL)

\_\_\_\_\_

\_\_\_\_\_

By: Attorney-in-Fact

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel

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## EXHIBIT 4

### AGREEMENT BETWEEN COUNTY OF MONO AND VSS INTERNATIONAL, INC. FOR THE CONSTRUCTION OF THE MONO CITY ROADS AND BENTON CROSSING ROAD (PHASE 1) ROAD MAINTENANCE PROJECT

#### INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period.

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two (2) pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by County. Additionally, the making of one or more (1+) progress payments shall not be construed as approval of the work performed by Contractor. Should Contractor submit an improper payment request, County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Public Contract Code sections 9203 and 20104.50, County shall retain five percent (5%) of each progress payment until the Project is completed unless, at any time after fifty percent (50%) of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Agreement or request County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date County records the Notice of Completion.

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 13, 2019

**Departments: Public Works**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd, Engineer

**SUBJECT** Construction and Transfer Agreement with Mammoth Community Water District (MCWD) for Civic Center Water and Sewer Infrastructure

### AGENDA DESCRIPTION:

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

Water and sewer infrastructure is needed within Tavern Road and Thompsons Way to serve the Mono County Civic Center.

### RECOMMENDED ACTION:

Approve and authorize Board Chair to execute MCWD Construction and Transfer Agreement for water and sewer infrastructure needed for the Mono County Civic Center.

### FISCAL IMPACT:

MCWD fees for this work are \$6,221 and the cost of construction is approximately \$476,010. Approximately \$75,000 in additional MCWD fees will be required prior to connecting to MCWD water and sewer under a separate Connection Permit. All amounts were included in the FY 2019-20 adopted budget for the Civic Center.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760-924-1802 / ghigerd@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

[MCWD Agreement with Exhibits](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/1/2019 9:13 AM	County Administrative Office	Yes
8/8/2019 4:15 PM	County Counsel	Yes
8/1/2019 12:40 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** August 13, 2019

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Garrett Higerd, County Engineer

**Re:** Construction and Transfer Agreement with Mammoth Community Water District (MCWD) for Civic Center Water and Sewer Infrastructure

**Recommended Action:**

Approve and authorize Board Chair to execute MCWD Construction and Transfer Agreement for water and sewer infrastructure needed for the Mono County Civic Center.

**Fiscal Impact:**

MCWD fees for this work are \$6,221 and the cost of construction is approximately \$476,010, which is included in the \$20.5M Civic Center budget. Approximately \$75,000 in additional MCWD fees will be required prior to connecting to MCWD water and sewer under a separate Connection Permit.

**Background:**

Water and sewer infrastructure is needed within Tavern Road and Thompsons Way to serve the Mono County Civic Center. This infrastructure will be constructed by Mono County (under contract with Roebbelen Contractors) in accordance with the attached agreement with MCWD. After acceptance of the work, MCWD will own, operate and maintain these water and sewer improvements.

The grant of easement attached to the agreement as EXHIBIT A will come back to the Board for approval after the work has been completed.

Please contact me at 760-924-1802 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,

---

Garrett Higerd, PE  
County Engineer

Attachments: MCWD Construction and Transfer Agreement

**AGREEMENT BETWEEN MAMMOTH COMMUNITY WATER DISTRICT  
AND MONO COUNTY CONCERNING THE CONSTRUCTION AND  
TRANSFER OF WATER AND SEWER FACILITIES TO SERVE  
THE MONO COUNTY CIVIC CENTER**

THIS AGREEMENT is made effective on August 13, 2019, in Mono County, California, by and between the Mammoth Community Water District, a local public agency (“District”), and Mono County, a County in the State of California (“Applicant”).

RECITALS

A. Applicant is developing certain property in the Town of Mammoth Lakes, Mono County, California, commonly referred to as the McFlex parcel, and more particularly described as follows: (1) THOMPSON WAY PARCEL, as per GRANT DEEDS filed and recorded as a Portion Section 35 Grant Deed 2008-002313, formerly APNs 035-010-059-000 and 035-010-060-000, formerly 035-010-062-000 Grant Deed 2012-004389; and (2) PARCEL A-3 and the MONO COUNTY CIVIC CENTER PARCEL, as per GRANT DEEDS filed and recorded as Documents 2018004417 and 2018004418, all in the Office of the County Recorder of said county, State of California (“Property”).

B. Applicant has contracted with a design-build entity, Roebbelen Contracting, Inc. of El Dorado Hills, California (“Contractor”), to design and construct, at Applicant’s cost, the Civic Center office building project, which includes certain directly related sewer cleanouts, laterals, and mains and water laterals and mains; and associated appurtenances in the Mono County Civic Center Site (“Facilities”) in order to provide water and sewer service to the Property. Applicant desires to transfer the Facilities to the District upon satisfactory completion of construction.

C. The District is willing to accept the transfer, operation and maintenance of the Facilities on the terms and conditions hereinafter provided.

AGREEMENT

NOW, THEREFORE, the parties hereto mutually agree as follows:



1. Construction Plans and Specifications. Applicant, at its cost and, utilizing the services of Contractor, shall design and prepare plans and specifications for the construction of the Facilities, and shall submit them to the District for approval. Said design and plans and specifications shall meet all District standards, as well as all other local, County and State standards and requirements, whichever are most stringent. The Facilities shall be designed by a Registered Civil Engineer registered in the State of California. The plans and specifications shall be approved in writing by the District prior to construction and shall become a part of this Agreement.

2. Deposit for District Services. At the time of execution of this Agreement, Applicant or Contractor, as agreed between them, shall advance to the District the sum of \$6,121 for engineering, legal and administrative services in connection with preparation of this Agreement, plan review, inspection of construction, and other costs incurred by the District in the performance of its duties under this Agreement.

Upon completion of construction and acceptance of the Facilities by the District, any funds so advanced by the Applicant in excess of the District's actual costs shall be refunded to the Applicant without interest. Conversely, any costs incurred by the District over and above the amount advanced by the Applicant shall be paid by the Applicant upon demand and before notice of acceptance of the Facilities is issued.

3. Construction of the Facilities. Applicant, at its expense, shall provide for the construction of the Facilities by Contractor, as described in the plans and specifications approved by the District. Such construction shall be in accordance with the provisions of this Agreement, the District's rules, regulations, and standard construction specifications. During construction, a complete set of approved plans and specifications, as outlined in Section 1 of this Agreement, shall remain at the job-site at all times.

4. Licensed Contractor. The Contractor shall be licensed by the California Contractors State License Board to do the type of work called for in the approved plans and specifications. To the extent required by applicable law, the Applicant and the Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wages, wage rates, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, contractor registration, and other requirements applicable to public works projects within the meaning of the Labor Code. (See California Labor Code, Division 2, Part 7, Chapter 1 (Sections 1720-1861).) Copies of the prevailing rate of per diem wages as established and published by the California Department of Industrial Relations must be available for inspection at the Applicant's offices and must be posted by the Contractor at the job site. District approves Roebbelen Contracting, Inc. as the Contractor for the work called for in the approved plans and specifications. Notwithstanding anything to the contrary in this Agreement, nothing herein creates a contractual relationship between Contractor and the District.

5. Faithful Performance Guarantee. Prior to commencement of construction of the Facilities, the Contractor shall provide the District with a faithful performance bond issued by a surety insurer authorized to do business and in good standing in the State of California and naming the District as obligee in a sum equal to one hundred percent (100%) of the estimated cost of the Facilities for the purpose of insuring the proper completion of such facilities (“Performance Guarantee”).

The District shall provide the Applicant, Contractor and surety with written notice of any failure to complete the Facilities covered by the Performance Guarantee. In the event that the Applicant, Contractor and/or surety fail to complete the Facilities within a reasonable time (as provided in the Applicant’s design-build contract with Contractor) after the date of the District’s written notice, the District is authorized to complete construction of the Facilities. The surety and the Contractor shall be jointly and severally liable to the District for such costs of completion, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the completion; provided that the surety’s financial obligation shall not be greater than the amount of its Performance Guarantee. The District shall bill the Contractor and surety for such costs, which bill shall be paid within 60 days after it has been received by the Contractor and the surety. Interest shall accrue on any late payment at the legal rate then prevailing.

6. Notice of Commencement of Construction. The Applicant shall cause Contractor to give the District forty-eight (48) hours advance notice of the commencement of construction and installation of the Facilities. Any work performed without notice to and inspection by the District shall be subject to rejection. All work shall be performed during the District’s regular working hours which are 7:30 a.m. to 4:30 p.m., Monday through Friday, excepting holidays.

7. Inspections. The District may, at its option, inspect all or part of the construction or materials being used in construction of the Facilities and shall be given all possible assistance in performing such inspection. The inspection of the work shall not relieve the Applicant of its obligation to construct the Facilities in accordance with the approved plans and specifications. Defective work shall be made good and substandard materials may be rejected, notwithstanding that such work and materials have been previously overlooked or inspected by the District.

8. Permits, Licenses and Easements. Applicant or Contractor, as agreed between them, at its cost, shall obtain all legally-required local, County and State permits and approvals, including, but not limited to, encroachment permits, and shall conform to the requirements thereof. Applicant, at its cost, shall obtain all real property and permanent and temporary easements for the Facilities, satisfactory to the District, including without limitation an easement as described and set forth in Exhibit A to this Agreement, which is attached hereto and incorporated by this reference, as necessary for any pipelines, and permanent easements,

satisfactory to the District, for ingress and egress to and from the Facilities for the purpose of construction, installation, operation, maintenance, repair, removal, replacement and improvement of said Facilities, and said grant deeds and easements shall be in a form approved by the District.

Concurrently with its acceptance of such deeds and/or easements from the Applicant, the District shall quitclaim to the Applicant a portion of the fifteen (15) foot wide easement for water pipelines created per Document 2007007325, as the parties agree. The form of the deed by which the District shall quitclaim the respective easement interests to Applicant is attached hereto and incorporated by this reference as Exhibit B. The dominant tenement is the MONO COUNTY CIVIC CENTER PARCEL created by a GRANT DEED filed and recorded as Document 2018004417 in the office of the Mono County Recorder.

Applicant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the construction of the Facilities.

9. Final Inspection. Upon completion of construction of the Facilities, Applicant or Contractor shall notify the District thereof and request a final inspection of the Facilities. The Facilities shall be tested to meet District requirements, as required by the District. No facility shall be accepted without meeting all applicable District test requirements. The costs of such tests shall be borne by the Applicant or Contractor, as agreed between them. In addition, Applicant shall be responsible for all costs incurred in the testing of the Facilities as needed or required by other public entities having jurisdiction.

10. Record Drawings and Specifications. Applicant shall, as a condition precedent to the District's acceptance of the Facilities and its obligations under this Agreement, provide to the District:

- (a) Reproducible mylar record as-built drawings of the completed Facilities, satisfactory to the District, together with a copy of the specifications and any contract documents used for the construction of the Facilities;
- (b) A detailed accounting, satisfactory to the District, of the amounts expended for the construction and installation of the Facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment, and their values, being transferred;
- (c) Operating manuals and other operating instructions, and warranties received by Applicant or its Contractor in connection with the Facilities; and

- (d) An AutoCAD file for the as-built drawings of the completed Facilities in a file format acceptable to the District.

11. Maintenance Guarantee. Prior to the notice of acceptance of the Facilities, the Contractor shall provide the District with a maintenance bond, letter of credit or other financial security satisfactory to the District in a sum equal to 20 percent of the cost of the Facilities, or such agreement or document satisfactory to the District whereby the Contractor's one-year warranty for all material and workmanship in the Facilities is assigned to the District and fully binding between the Contractor and the District, for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one year from the date of the District notice of acceptance of the Facilities. ("Maintenance Guarantee") This guarantee does not excuse the Applicant from breaches of contract causing defects that occur or are discovered more than one year after the notice of acceptance.

The Maintenance Guarantee must provide that Contractor and/or its surety under the Maintenance Guarantee shall repair or replace to the satisfaction of the District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. The District shall provide the Contractor and surety with written notice of any defective work. In the event that the Contractor and surety fail to remedy the defective work within a reasonable time after the date of the District's written notice, the Maintenance Guarantee shall authorize the District to have the defect repaired and made good. The Maintenance Guarantee shall provide that the surety and the Contractor shall be jointly and severally liable to the District for such costs of repair or replacement, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair or replacement; provided that the surety's financial obligation shall not be greater than the amount of its Maintenance Guarantee. The Guarantee shall further provide that the District shall bill the Contractor and surety for such costs, which bill shall be paid within 60 days after it has been received by the Contractor and the surety and that interest shall accrue on any late payment at the legal rate then prevailing.

12. Transfer of Property and Easements. After the District has finally inspected and approved the Facilities, it shall send written notice to the Applicant requesting transfer of the Facilities.

Upon receipt of the notice from the District, the Applicant, at its sole cost and without charge to the District, shall deliver the Grant of Easement attached as Exhibit A, transferring absolute and unencumbered ownership of the completed Facilities to the District. Title to the Facilities and the interests in real property transferred by the Applicant shall be good, clear, and marketable title, free and clear of all encumbrances, liens or charges, other than Irrevocable Offers of Dedication to the Town of Mammoth Lakes for road projects. The transfer shall not be completed until the conveyance documents transferring the Facilities have been formally accepted by the District.

13. Conditions Precedent to Notice of Acceptance. The District shall not provide a written notice of acceptance of the Facilities until the following have occurred:

- (a) The Facilities are finally inspected and approved by the District;
- (b) All funds to be advanced and paid to the District by Applicant have been so advanced and paid;
- (c) The Maintenance Guarantee required by Section 11 hereof is delivered;
- (d) All real property, easements, rights-of-way, permits, licenses, and other approvals to be obtained and delivered to the District, and Applicant, pursuant to this Agreement have been so obtained and delivered to the District, and Applicant, respectively without cost to the District;
- (e) The record drawings, specifications, accounting, operating manuals and instructions, AutoCAD file and warranties required pursuant to Section 10 hereof have been provided to the District; and
- (f) Applicant or Contractor, as agreed between them, has paid the District all applicable fees and charges of the District.

Immediately upon the District's determination that these conditions have been met, it shall give written notice of acceptance to Applicant. An example Notice of Acceptance of Facilities is attached as Exhibit C.

14. Ownership. After final inspection and acceptance by the District of the Facilities, the Facilities shall become the property of the District, without any charge or cost to the District, on the date that a notice of acceptance is mailed to the Applicant. The District shall own and be free in every respect to operate, manage, and improve the Facilities as it deems appropriate.

15. Applicant Assistance. Applicant shall both before and after the notice of acceptance secure and provide any information or data reasonably needed by the District to accept ownership, operation and maintenance of the Facilities, and obtain, execute and provide any and all documents needed to expeditiously complete or implement the transfer of the Facilities.

16. Water and Sewer Service. The District shall not provide water and/or sewer service to the Property until the date of its notice of acceptance of the Facilities, unless the District and Applicant agree to a different arrangement in writing. All such service shall be supplied in accordance with the District's rates, charges, fees, assessments, taxes, ordinances, rules and regulations, as the same may be amended from time to time. The Applicant shall not allow any

person to connect to, or otherwise use, the Facilities prior to the notice of acceptance by the District.

17. Maintenance of Facilities. The District assumes no obligation as to maintenance and operation of the Facilities until such time as the notice of acceptance is given.

18. Indemnification and Hold Harmless.

- (a) The Applicant recognizes and hereby agrees that the District and its directors, officers, officials, employees, and agents shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work required hereunder by the Applicant, its officers, employees, independent contractors or agents. The Applicant shall protect, indemnify and hold the District, its directors, officers, officials, employees, and agents harmless from any and all claims, causes of actions, demands or charges and from any loss or liability, including but not limited to all costs, penalties, expenses, attorneys' fees, litigation costs and other fees, caused or contributed to in whole or in part or claimed to be caused or contributed to in whole or in part, whether directly or indirectly, by reason of any negligent act, omission or fault or willful misconduct whether active or passive of Applicant, its officers, employees, independent contractors or agents, arising out of or in any way connected with operations or performance or with the failure to perform under this Agreement, including but not limited to the construction of the Facilities, except where caused by the active negligence, sole negligence or willful misconduct of the District, its officers, directors, officials, employees, volunteers or agents. In addition, if the District should be sued as a result of such operations or performance or failure to perform, the District may notify the Applicant which then shall have the duty to defend the District, or at the District's option, pay for such defense including but not limited to payment of all reasonable attorney's fees and expenses incurred by the District.
  
- (b) The District recognizes and hereby agrees that the Applicant and its directors, officers, officials, employees, and agents shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work performed by the District, its officers, employees, independent contractors or agents to maintain, repair, replace or operate the Facilities following acceptance thereof by the District. The District shall protect, indemnify and hold the Applicant, its directors, officers, officials, employees, and agents harmless from any and all claims, causes of actions, demands or charges and from any loss or liability, including but not limited to all costs, penalties, expenses, attorneys' fees, litigation costs and other fees, caused or contributed to in whole or in part or claimed to be caused or contributed to in whole or in part, whether directly or indirectly, by reason of any negligent act, omission or fault or willful misconduct whether active or passive of the District, its officers, employees, independent contractors or agents, arising out of or in any way connected with

operations or performance or with the failure to perform following acceptance of the Facilities by the District, including but not limited to the maintenance, operation and repair of the Facilities, except where caused by the active negligence, sole negligence or willful misconduct of the Applicant, its officers, directors, officials, employees, volunteers or agents. In addition, if the Applicant should be sued as a result of such operations or performance or failure to perform, the Applicant may notify the District which then shall have the duty to defend the Applicant, or at the Applicant's option, pay for such defense including but not limited to payment of all reasonable attorney's fees and expenses incurred by the Applicant.

- (c) The parties expressly agree and acknowledge that the duty to indemnify, protect, defend and hold harmless under this paragraph shall extend to claims, lawsuits and liability of or against the District resulting from alleged failure to comply with any provision of the California Labor Code, Division 2, Part 7, Chapter 1 (Sections 1720-1861) in connection with the construction of the Facilities.
- (d) This Section 18 and the parties' obligations under it shall survive any termination of this Agreement.
- (e) Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the parties from their obligations under this Section 18, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by the indemnifying party, its officers, employees, independent contractors or agents, or the employee, agent or independent contractor of any one of them.
- (f) Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve the parties from liability under this indemnification and hold harmless clause. The obligations of this indemnity section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- (g) In any and all claims against either party, or its officers, officials, directors, employees, volunteers or agents, by any employee of the Applicant, any independent contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the party or any of its independent contractors under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

19. Changes in the Facilities. If Applicant proposes to change the approved plans and specifications for the Facilities, Applicant shall first obtain the written approval of the District for any such change, which approval may be on such terms and conditions as required by the District.

20. Insurance. Whoever carries out the construction of the Facilities, whether the Applicant or its Contractor, shall procure and maintain for the duration of such construction and the maintenance guarantee period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Applicant or its Contractor, their agents, representatives, employees or subcontractors.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including coverage for premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, independent contractors, and broad form property damage with completed operations.
- (ii) Insurance Services Office form number CA 0001 covering automobile liability, code 1 (any auto, including owned, non-owned and hired).
- (iii) Workers' compensation insurance as required by the State of California and employer's liability insurance. The insurer shall agree to waive all rights of subrogation against the District, its officers, directors, employees, agents, and volunteers.

(b) Minimum Limits of Insurance. The limits of insurance shall not be less than:

- (i) General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (ii) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Contractor can satisfy its coverage limits for general and auto liability through an umbrella policy. Subcontractors can maintain coverage in the following limits: \$1,000,000 per occurrence/\$2,000,000 aggregate for general liability and \$1,000,000 per occurrence for automobile liability.
- (iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.



- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared by Applicant or its Contractor to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, directors, employees, and agents; or the Applicant or its Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party, including additional insureds and insurers, shall satisfy the self-insured retention limits.
- (d) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (i) The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Applicant and its Contractor, products and completed operations of the Applicant and its Contractor; premises owned, occupied or used by the Applicant or its Contractor; or automobiles owned, leased, hired or borrowed by the Applicant or its Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code section 11580.04.
  - (ii) For any claims related to the Facilities, the Applicant's or its Contractor's insurance coverage shall be primary insurance as respects the District, its officers, directors, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, employees, agents or volunteers shall be excess of the Applicant's or its Contractor's insurance and shall not contribute with it.
  - (iii) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officers, officials, directors, employees, agents or volunteers.
  - (iv) The Applicant's or its Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (v) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days' prior written notice by U.S. mail has been given to the District, or after 10 days' written notice in the case of cancellation for non-payment of premium.
- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or equivalent and that are authorized to do business and in good standing in California, unless otherwise approved by District. In the case of Workers' Compensation and Employer's Liability insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.
- (f) Verification of Coverage. Before commencing work, the Applicant or its Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 20 10 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. The District reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.
- (g) Subcontractors. The Applicant or its Contractor shall include all subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to the District. All coverages for subcontractors shall be subject to all of the requirements stated in this paragraph.
- (h) Survival of Guarantee. Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.
- (i) The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the Applicant or its Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Applicant and its Contractor under this Agreement.
- (j) In addition to any other remedy the District may have, if the Applicant or its Contractor fails to maintain the insurance coverage as required in this paragraph, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the District may bill the Applicant for such cost which bill shall be paid within 30 days after its date. Interest shall accrue on any late payment at the legal rate.

21. Term of Agreement and Termination.

- (a) This Agreement shall become effective on the date first above written and except as provided in paragraph (b) below or to the extent stated otherwise in Section 18, shall remain in effect until the Facilities are finally accepted by the District.
- (b) Applicant agrees to promptly design and construct the Facilities and to transfer the same to the District in accordance with the terms hereof. If construction of the Facilities has not been completed and accepted by the District within two years from the date of this Agreement, the District shall have the right to terminate this Agreement at any time thereafter, unless such time for completion is extended by mutual agreement of the parties. Such extension must be requested in writing by the Applicant prior to the expiration of the said two-year period. If the Agreement is terminated, the District shall have no further obligation under this Agreement. Upon termination, the District shall refund any advances made by the Applicant which have not been used by the District prior to the date of termination. Conversely, any costs incurred by the District over and above the amount advanced by the Applicant shall be paid by the Applicant upon termination.

22. Assignment. The provisions of this Agreement shall apply to and bind the successors, grantees, and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein by the Applicant shall be valid until and unless approved by the District in writing.

23. Risk of Loss. Until the date of the notice of acceptance of the Facilities, all risk of loss or injury or destruction to such facilities or any portion thereof shall be upon the Applicant. On or after the date of the notice of acceptance, all risk of loss or injury or destruction to the Facilities shall be upon the District.

24. Waiver of Rights. Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

25. Remedies Not Exclusive. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

26. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Facilities. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Facilities, except those other

documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

27. Independent Contractor. The Applicant's relationship to the District is that of an independent contractor. All persons hired by the Applicant and its Contractor and performing the work on the Facilities shall be the Applicant's or its Contractor's employees or agents. The Applicant and its Contractor, and their officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. The Applicant and the Contractor shall pay, and the District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of the Applicant's and its Contractor's employees. The Applicant and its Contractor shall, to the fullest extent permitted by law, indemnify the District, and its officers, employees, agents, and volunteers from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning the Applicant's and its Contractor's independent contractor status or employment-related liability.

28. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Mammoth Community Water District  
1315 Meridian Blvd  
P.O. Box 59  
Mammoth Lakes, CA 93546  
Attn: John Pedersen, District Engineer  
Email: [jpedersen@mcwd.dst.ca.us](mailto:jpedersen@mcwd.dst.ca.us)

Mono County  
94 School Street, P.O. Box 457  
Bridgeport, CA 95517  
Attn: Garrett Higerd  
Email: [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov)

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

29. Headings. The section and paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

30. Cooperation. Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

31. Interpretation of this Agreement. The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

32. Recitals. The recitals at page 1 of this Agreement are true and correct and incorporated herein by this reference and made a part hereof.

33. Signature Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each party has signed and delivered at least one counterpart to the other party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Mammoth Community Water District

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

Mark Busby  
Interim General Manager

Mono County

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

John Peters, Board Chair  
[See Contractor acknowledgment on next page]

**CONTRACTOR ACKNOWLEDGMENT:**

I am the authorized representative of Contractor and, by signing below, I certify that I have received a copy of this Agreement, have read and understood it, and acknowledge and agree that Contractor shall comply with all of the obligations directly assigned to Contractor as provided in this Agreement.

Dated: \_\_\_\_\_

Roebbelen Contracting, Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Recording requested by:

**Mammoth Community Water District**

When recorded, mail to:

**Mammoth Community Water District**

**P.O. Box 780**

**Mammoth Lakes, CA 93465**

**No recording fee per**

**Government Code §§ 6103 & 27383**

APNs: 035-010-067-000, 035-010-068-000,

035-010-069-000

## **GRANT OF EASEMENT**

(To Mammoth Community Water District)

No Documentary Transfer Tax per Revenue Taxation Code 11922

For a valuable consideration, receipt of which is hereby acknowledged,

THE COUNTY OF MONO, a political subdivision of the State of California (hereinafter referred to as "Grantor"), hereby grants to MAMMOTH COMMUNITY WATER DISTRICT, a California county water district (hereinafter referred to as "District"), and its successors and assigns:

A perpetual Easement for public utilities and appurtenances ("Easement"), including but not limited to water transmission and distribution pipelines, sewer collection pipelines, sanitary sewer force mains, markers, manholes, valves, fiber optic cables and conduit, fencing and all related incidents, fixtures, appurtenances and other facilities for all District purposes (collectively the "District Facilities"), together with rights to survey, install, construct, enlarge, alter, operate, patrol, remove, relocate, replace, repair, improve, and maintain such District Facilities. The easements granted herein shall be in, over, on, through, within, under, along, and across the Easement Area as defined in this Grant of Easement.

The "Real Property" burdened by this easement is located in the County of Mono, State of California, and is described in Exhibits "A", "C" and "E" attached hereto and incorporated by reference herein. The "Easement Area" is described and depicted in Exhibits "A", "B", "C", "D", "E" and "F" attached hereto and incorporated herein.

The perpetual easement described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. District shall have for all purposes set forth herein the right of ingress and egress for personnel and vehicles to, from, and along the Easement Area at any time, without prior notice, except (1) in emergencies, when prior notice is not required but the District shall notify the County or Town, as necessary, within 24 hours after the start of emergency work, and (2) when District must perform improvements, repairs or replacements that require excavations

# EXHIBIT A

or the closure of any portion of the Real Property to vehicular access, in which case a minimum of 48 hours' notice will be required, together with rights to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing in this Grant of Easement shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Easement Area.

2. This Grant of Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns to the parties hereto, and shall run with the Real Property. District's rights and obligations herein are transferable by District, in whole or in part, to District's successors.
3. Subsequent to the grant of this Easement Deed, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area which would conflict with the use of the Easement granted herein without the prior written approval of the District, which approval shall not be unreasonably withheld.
4. The easement granted herein is non-exclusive and Grantor reserves the right to utilize the Easement Area subject to the terms and restrictions provided in this Grant of Easement. District's easement is subject to all structures, facilities, and encumbrances which: (i) exist on the Real Property as of the date of this Easement Deed; or (ii) are contained in Grantor's Mono County Civic Center plans and specifications approved by the District on July 19, 2019 (the "Planned Improvements"), which are on file with the Mono County Department of Public Works and incorporated by this reference. Except as provided in the preceding sentence, Grantor shall not construct or install or permit others to construct or install within the Easement Area, and the District shall have the right to clear and to keep clear from the Easement Area, any explosives, buildings, structures, walls and other facilities, or stockpile materials placed without District's written consent, which may interfere in any way with District's use of the Easement Area. Notwithstanding the foregoing, Grantor may install paved driveways or other access ways and landscaping on the Easement Area. In addition to any other legal and equitable remedies for violations of this paragraph, following written notice to Grantor and a reasonable opportunity for it to address, District shall have the right to do all things necessary and proper to remove any vegetation, explosives, structures, improvements and materials, other than the Planned Improvements, within the Easement Area at Grantor's sole expense. In the event the District determines that the removal of Planned Improvements is required, it shall provide two days' written notice to Grantor and said removal and reconstruction shall be at the District's sole cost and expense. Notwithstanding the foregoing, District shall have the right to make emergency repairs and replacements without notification to Grantor when circumstances warrant. District shall notify Grantor of such emergency repairs and replacements as soon as is practical, but not more than two days after the start of emergency work.
5. Grantor warrants that it is the owner of the Real Property and that its representatives



# EXHIBIT A

signing below are the authorized signatories to execute and bind Grantor to the terms and conditions of this Grant of Easement and to grant the easement rights herein conveyed.

Executed on \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:

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

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board



**CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY**  
[Gov't Code, § 27281]

This is to certify that MAMMOTH COMMUNITY WATER DISTRICT, a political subdivision of the State of California, acting by and through its District Engineer, as delegee of the General Manager, hereby accepts for public purposes the real property, or interest therein, conveyed by the Grant of Easement to which this Certificate of Acceptance is attached, and consents to the recordation thereof pursuant to authority conferred by Resolution No. 06-20-19-12 of the Board of Directors approved at a public meeting held on June 20, 2019.

By: \_\_\_\_\_  
John Pedersen  
District Engineer

## EXHIBIT A

### LEGAL DESCRIPTION OF THE BURDENED REAL PROPERTY – Portion 1

### LEGAL DESCRIPTION OF EASEMENT AREA – Portion 1

The land referred to herein is situated in the Town of Mammoth Lakes, County of Mono, State of California and is described as follows:

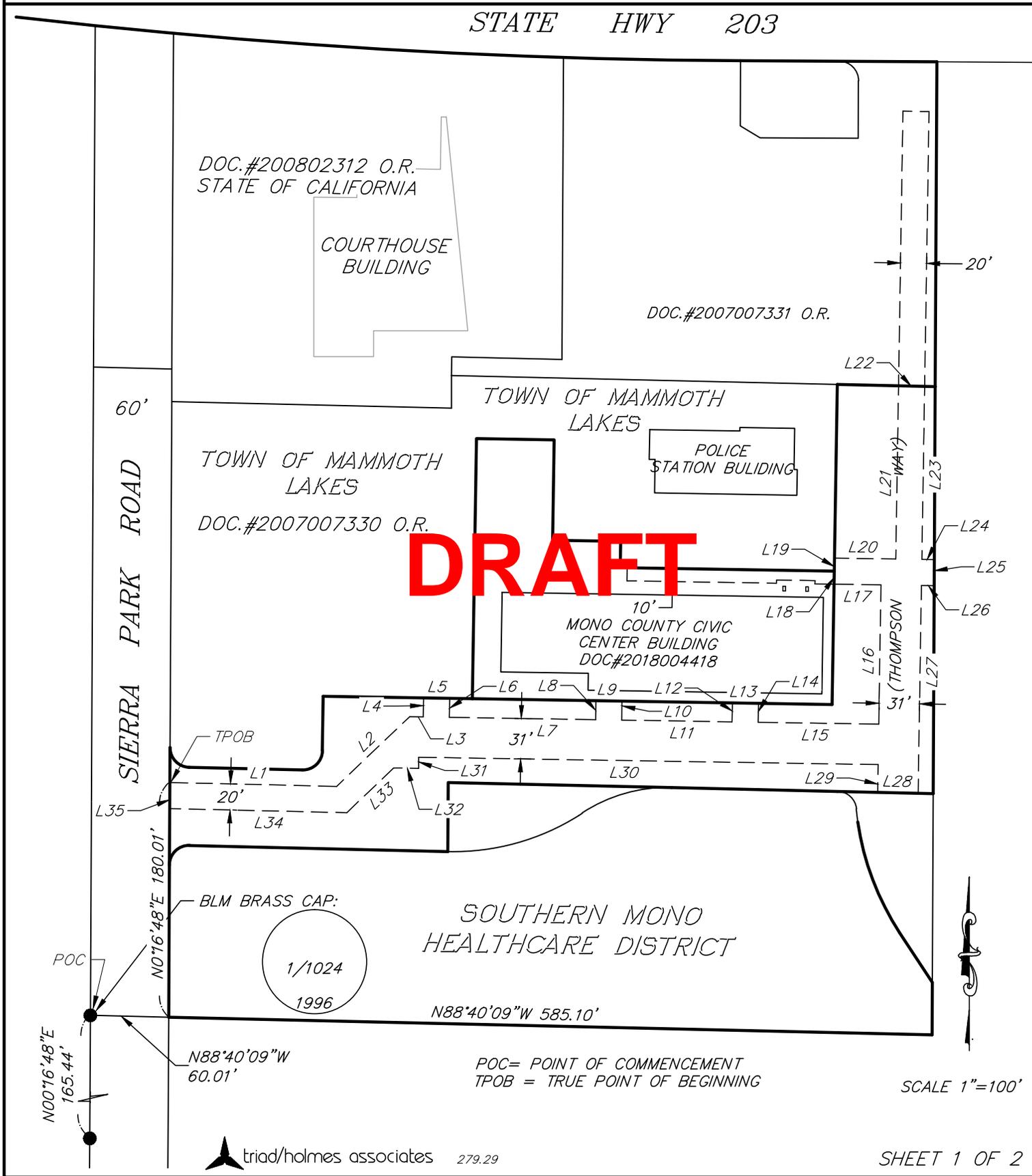
# DRAFT

## EXHIBIT B

### PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

STATE HWY 203



**DRAFT**

POC = POINT OF COMMENCEMENT  
TPOB = TRUE POINT OF BEGINNING

SCALE 1"=100'

triad/holmes associates 279.29

SHEET 1 OF 2

## EXHIBIT B

### PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

### LINE TABLE WATER AND SEWER EASEMENT OVER PARCEL A-3

Line Table		
Line #	Length	Direction
L1	127.78'	S88°40'09"E
L2	77.38'	N46°19'51"E
L3	10.48'	S89°04'51"E
L4	14.50'	N00°55'09"E
L5	20.00'	S89°04'51"E
L6	14.50'	S00°55'09"W
L7	112.07'	N89°04'51"W
L8	14.50'	N00°55'09"E
L9	20.00'	S89°04'51"E
L10	14.50'	S00°55'09"W
L11	84.60'	S89°04'51"E
L12	14.50'	N00°55'09"E
L13	20.00'	S89°04'51"E
L14	14.50'	S00°55'09"W
L15	92.39'	S89°04'51"E
L16	106.85'	N00°55'09"E
L17	36.00'	N89°04'51"W
L18	10.00'	N00°55'09"E
L19	10.00'	N00°55'09"E
L20	47.00'	S89°04'51"E

Line Table		
Line #	Length	Direction
L21	132.85'	N00°55'09"E
L22	20.00'	S88°40'09"E
L23	132.70'	S00°55'09"W
L24	9.60'	S89°04'51"E
L25	20.00'	S00°16'48"W
L26	9.82'	N89°04'51"W
L27	159.40'	S00°55'09"W
L28	31.00'	N88°40'09"W
L29	21.32'	N00°55'09"E
L30	352.08'	N89°04'51"W
L31	8.50'	N00°55'09"E
L32	19.04'	N89°04'51"W
L33	49.69'	S46°19'51"W
L34	135.70'	N88°40'09"W
L35	20.00'	N00°16'48"E

DRAFT

EXHIBIT C

LEGAL DESCRIPTION OF THE BURDENED REAL PROPERTY – Portion 2

LEGAL DESCRIPTION OF EASEMENT AREA – Portion 2

**DRAFT**

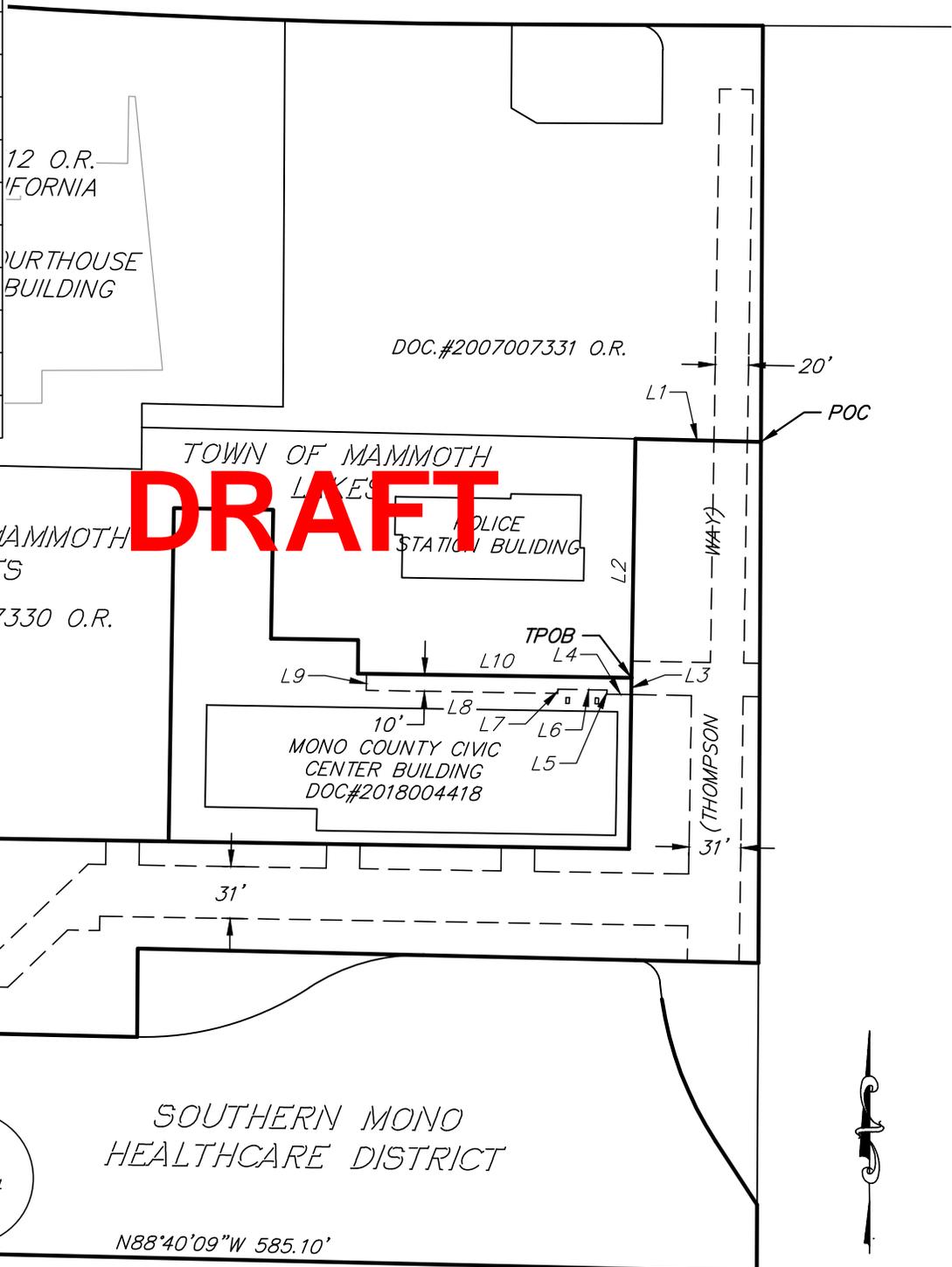
## EXHIBIT D

### PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

STATE HWY 203

Line Table		
Line #	Length	Direction
L1	75.12'	N88°40'09"W
L2	143.19'	S00°55'09"W
L3	10.00'	S00°55'09"W
L4	14.58'	N89°04'51"W
L5	2.50'	S00°55'09"W
L6	29.50'	N89°04'51"W
L7	2.50'	N00°55'09"E
L8	114.62'	N89°04'51"W
L9	10.00'	N00°55'09"E
L10	158.70'	S89°04'51"E



**DRAFT**

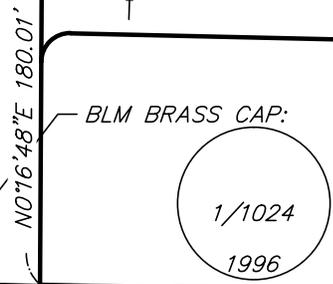
SIERRA PARK ROAD

TOWN OF MAMMOTH LAKES  
DOC.#2007007330 O.R.

TOWN OF MAMMOTH LAKES  
POLICE STATION BUILDING

MONO COUNTY CIVIC CENTER BUILDING  
DOC#2018004418

SOUTHERN MONO HEALTHCARE DISTRICT



N88°40'09"W 60.01'

N88°40'09"W 585.10'

POC = POINT OF COMMENCEMENT  
TPOB = TRUE POINT OF BEGINNING

SCALE 1"=100'



EXHIBIT E

LEGAL DESCRIPTION OF THE BURDENED REAL PROPERTY – Portion 3

LEGAL DESCRIPTION OF EASEMENT AREA – Portion 3

**DRAFT**

# EXHIBIT A

## EXHIBIT F

### PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

STATE HWY 203  $S89^{\circ}04'51''E$   
20.00'

DOC.#200802312 O.R.  
STATE OF CALIFORNIA

COURTHOUSE  
BUILDING

DOC.#2007007331 O.R.

$N88^{\circ}40'09''W$   
20.00'

$N0^{\circ}55'09''E$  210.67'

$S0^{\circ}55'09''W$  210.81'

60'

SIERRA PARK ROAD

TOWN OF MAMMOTH  
LAKES

TOWN OF MAMMOTH  
LAKES

DOC.#2007007330 O.R.

POLICE  
STATION BUILDING

**DRAFT**

10'  
MONO COUNTY CIVIC  
CENTER BUILDING  
DOC#2018004418

TPOB

POC

$N88^{\circ}40'09''W$   
8.12'

(THOMPSON  
WAY)

31'

20'

$N0^{\circ}16'48''E$  180.01'

BLM BRASS CAP:



SOUTHERN MONO  
HEALTHCARE DISTRICT

$N88^{\circ}40'09''W$  585.10'

$N88^{\circ}40'09''W$   
60.01'

POC = POINT OF COMMENCEMENT  
TPOB = TRUE POINT OF BEGINNING

SCALE 1"=100'

triad/holmes associates 279.29

SHEET 1 OF 1

Recording Requested By:

**Mammoth Community Water District**

When Recorded, Please Mail This Document To:

**Mammoth Community Water District  
P.O. Box 780  
Mammoth Lakes, CA 93465**

**No recording fee per  
Government Code §§ 6103 & 27383**

APNs: 035-010-068-000, 035-010-069-000

- This Space For Recorder's Use Only -

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## QUITCLAIM DEED

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FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Mammoth Community Water District**, a California county water district ("District"), hereby relinquishes and quitclaims to **the County of Mono**, a County in the State of California, Grantee, all of District's right, title, and interest in that certain real property located in the Town of Mammoth Lakes, County of Mono, State of California, including all property interests possessed by District under that certain fifteen foot wide strip, which District acquired by Easement Agreement recorded as Document #2007007325 of Official Records in the Office of the Mono County Recorder, State of California.

The quitclaimed easement is more particularly described in the attached **Exhibit "A"** incorporated herein by this reference.

Executed this \_\_\_\_\_, 20\_\_.

MAMMOTH COMMUNITY WATER DISTRICT:

By: \_\_\_\_\_  
Mark Busby  
Interim General Manager



# EXHIBIT B

## CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY

[Gov't Code, § 27281]

This is to certify that THE COUNTY OF MONO, a political subdivision of the State of California, acting by and through its Public Works Director, hereby accepts for public purposes the real property, or interest therein, conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, and consents to the recordation thereof pursuant to authority conferred by Resolution No. R19-\_\_ of the Board of Supervisors approved at a public meeting held on \_\_\_\_\_.

By: \_\_\_\_\_  
Tony Dublino  
Public Works Director

## EXHIBIT A

### LEGAL DESCRIPTION OF PARTIAL EASEMENT QUITCLAIM OVER MONO COUNTY PROPERTIES

BEING a partial easement quitclaim of that certain easement situated in the Town of Mammoth Lakes, County of Mono, State of California. Said easement is shown in the "EASEMENT AGREEMENT" recorded as Document # 2007007325 of Official Records in the Office of the County Recorder in said County and State. That portion of said easement being described as follows:

All that portion of said easement lying within that certain land as described in the Grant Deed from the Town of Mammoth Lakes to the County of Mono and recorded as Document # 2018004417 of Official Records and also that certain land as described in the Grant Deed from the Town of Mammoth Lakes to the County of Mono recorded as Document # 2018004418 of Official Records in the Office of the County Recorder in said County and State.

The above described portion of said easement is shown on the attached exhibit titled "Exhibit A" and being sheet 4 of 4.

LEGAL DESCRIPTION PREPARED  
UNDER THE SUPERVISION OF:



ANDREW K. HOLMES P.L.S. 4428  
LIC. EXPIRES 09/30/19

## EXHIBIT A

### PARTIAL EASEMENT QUITCLAIM

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

DOC.#200802312 O.R.  
STATE OF CALIFORNIA

COURT HOUSE  
BUILDING

(S)

DOC.#2007007331 O.R.

60'

SIERRA PARK ROAD

TOWN OF MAMMOTH  
LAKES

TOWN OF MAMMOTH  
LAKES

DOC.#2007007330 O.R.

POLICE  
STATION BUILDING

WAY

PORTION 15' WIDE  
WATER EASEMENT  
QUITCLAIMED

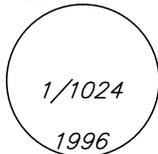
MONO COUNTY CIVIC  
CENTER BUILDING  
DOC#2018004418

(THOMPSON)

PARCEL A-3  
DOC.#2018004417 O.R.  
MONO COUNTY

SOUTHERN MONO  
HEALTHCARE DISTRICT

BLM BRASS CAP:



N00°16'48"E  
165.44'



WATERLINE EASEMENT PER DOC.#  
2007007725 O.R. QUITCLAIMED TO  
MONO COUNTY

**DRAFT**

SCALE 1"=100'

## Exhibit C

### MAMMOTH COMMUNITY WATER DISTRICT

Post Office Box 597  
1315 Meridian Boulevard  
Mammoth Lakes, California 93546  
(760) 934-2596

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[Date]

Mono County  
94 School Street, P.O. Box 457  
Bridgeport, CA 95517

Re: Notice of Acceptance of Facilities

Dear Applicant:

Pursuant to paragraph 13 of the Agreement Between Mammoth Community Water District and Mono County, a County in the State of California, Concerning the Construction and Transfer of Water and Sewer Facilities for the Mono County Civic Center project, dated \_\_\_\_\_, 2019 this letter will serve to notify you that all of the conditions set forth in said paragraph 13 have been met, and that the District, as of the date of this letter, hereby accepts the water and sewer facilities for the Mono County Civic Center project, which were constructed pursuant to the agreement. This letter will also serve as acknowledgment of receipt of the Maintenance Guarantee [type and amount] as provided for in paragraph 11 of the agreement and release of your Performance Guarantee [type and amount].

If you have any questions concerning the above, please do not hesitate to contact me.

Sincerely,

JOHN PEDERSEN  
District Engineer