



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Teleconference Only - No Physical Location

Regular Meeting June 8, 2021

TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

Important Notice to the Public Regarding COVID-19

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. Joining via Zoom

There is no physical location of the meeting open to the public. You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/92107982501>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 921 0798 2501.

To provide public comment (at appropriate times) during the meeting, press the "**Raise Hand**" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 921 0798 2501.

To provide public comment (at appropriate times) during the meeting, press *9 to raise your hand.

2. Viewing the Live Stream

If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

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).

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Board Minutes - May 11, 2021

Departments: Clerk of the Board

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

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

Fiscal Impact: None.

B. Board Minutes - May 17, 2021

Departments: Clerk of the Board

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

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

Fiscal Impact: None.

C. Board Minutes - May 18, 2021

Departments: Clerk of the Board

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

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

Fiscal Impact: None.

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

Departments: Economic Development

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

Recommended Action: Approve Resolution R21-____, suspending operations of the Mono County Fish and Wildlife Commission. Provide any desired direction to staff.

Fiscal Impact: None.

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

Departments: Behavioral Health

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

Given our current inter-departmental collaborative structures, between the court, DA, probation department, jail and other entities, individuals who require the level of services outlined by Laura's Law, will be (and have been) provided intensive, outpatient, WrapAround type services to enhance their ability to experience recovery. Opting Out of the AOT does not change our service delivery, it only changes our ability to continue providing what is needed on a case-by-case basis without added and unfunded administrative burden.

Recommended Action: Approve Resolution R21-____, Authorizing Mono County Behavioral Health to Opt Out of the Requirements of AB 1976 Regarding Assisted Outpatient Treatment. Provide any desired direction to staff. Provide any desired direction to staff.

Fiscal Impact: None.

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

Departments: Public Works - Engineering

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

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

Fiscal Impact: The Road Maintenance and Rehabilitation Account (RMRA) revenue for 2021-2022 is estimated at \$1,917,020. The list of projects presented today is included in the upcoming budget process.

G. 2021 Special Events Road Closures

Departments: Public Works - Roads

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

Recommended Action:

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

Fiscal Impact: Approximately \$500 per event. These costs result from the assistance provided by the respective Road Districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

H. Bridgeport Banner Caltrans Maintenance Agreement

Departments: Public Works - Facilities

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

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

Fiscal Impact: None at this time. Future cost to the County for maintenance cannot be estimated at this time.

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health
30 minutes

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

Recommended Action: None, informational only.

Fiscal Impact: None.

B. FY 2021-22 Recommended Budget Presentation

Departments: CAO, Finance
45 minutes

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

Recommended Action: None. Presentation only followed by discussion.

Fiscal Impact: None.

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

Departments: Economic Development
5 minutes

(Jeff Simpson, Economic Development Manager) - The proposed draft letter addresses the negative impacts of the recently changed CDFW fishing regulation for the East Walker River (closed in winter, increase fish harvest, switching from barbless hooks to barbed hooks, and regulation simplification), and recommends an emergency regulation change on the East Walker River to

catch-and-release angling year-round with barbless artificial lures with a zero trout limit.

Recommended Action: Review and approve letter. Give any desired direction to staff.

Fiscal Impact: None.

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

Departments: Community Development

45 minutes

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

Recommended Action:

- 1) Review and discuss draft comment letter, provide direction to staff regarding revisions to and finalization of the letter;
- 2) Direct staff to incorporate edits and return with a final version for approval at the June 15 meeting, or approve with any desired modifications and authorize the Chair to sign.
- 3) Direct staff to submit the approved letter by the June 22 deadline, and provide direction on making public comment on at the June 22 Board of Forestry public hearing.

Fiscal Impact: None.

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

Departments: Behavioral Health

20 minutes (10 minute presentation, 10 minute discussion)

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

Recommended Action:

- 1) Receive staff presentation on project and loan agreement;
- 2) Approve loan agreement and authorize County Administrative Officer to execute the agreement on behalf of the County;
- 3) Provide any other direction to staff.

Fiscal Impact: This loan includes \$306,021 from the Mental Health Services Act (MHSA); the expenditure of the MHSA funds on this project is outlined in the Mono County Behavioral Health MHSA FY 19-20 Annual Update in the Updated

Reversion Expenditure Plan.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

9. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

B. Closed Session - Public Employee Evaluation

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

C. Closed Session - Existing Litigation

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

10. BOARD MEMBER REPORTS

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 June 8, 2021

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 11, 2021

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[DRAFT Minutes](#)

History

Time	Who	Approval
6/2/2021 10:32 AM	County Counsel	Yes
5/26/2021 9:12 AM	Finance	Yes
6/4/2021 12:14 PM	County Administrative Office	Yes



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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Teleconference Only - No Physical Location

**Regular Meeting
May 11, 2021**

Backup Recording	Zoom
Minute Orders	M21-110 – M21-114
Resolutions	R21-35 Not Used
Ordinance	ORD21-04 Not Used

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

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).
Supervisors Absent: None.

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

Pledge of Allegiance led by Chair Kreitz.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

2. RECOGNITIONS

A. Retirement Recognition of Rebecca A. Buccowich for Her Years of Service with Mono County

Departments: CAO

(Robert C. Lawton, CAO) - Proposed resolution of the Mono County Board of Supervisors recognizing Rebecca A. Buccowich for her years of service to Mono County.

Action: Adopt resolution recognizing Rebecca A. Buccowich for her years of service with Mono County.

Note:

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

Gardner motion. Peters seconded.

Vote: 5 yes, 0 no

M21-110

Supervisor Kreitz:

- Read resolution

Supervisors acknowledged and expressed thanks to Becky Buccowich.

Staff comments:

- Bob Lawton
- Janet Dutcher
- Kathy Peterson
- Justin Nalder
- Stacey Simon
- John Craig
- Francie Avitia

Becky Buccowich:

- Thank you to everybody, appreciate the send off

B. Safety Seat Checkup Proclamation

Departments: Board of Supervisors, sponsored by Supervisor Gardner
Proclamation declaring May 16-22, 2021 Safety Seat Checkup Week.

Action: Approve proposed proclamation.

Gardner motion. Peters seconded.

Vote: 5 yes, 0 no

M21-111

Supervisor Gardner:

- Read proclamation

Molly DesBaillets, First 5 Executive Director:

- Reviewed car seat safety activities

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Budget development continues
- Discussing policy items and requests from operating departments
- Participated in meeting on electrical systems and other infrastructure aspects for county jail project
- Met with Janet, Dave Wilbrecht, and Doug Johnson regarding at-will compensation study
- Visited and Alicia Vennos, Jeff Simpson, and Stacey Simon to discuss future agenda item
- EOC Finance committee
- \$2.8 million under American Rescue Plan funding - Department of Treasury suggested and permitted usage
- Recruitment update for open positions – Public Health Officer, Human Resources, Housing Coordinator

Note:

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

4. DEPARTMENT/COMMISSION REPORTS

Ingrid Braun, Mono County Sheriff:

- Dispersed camping and campfires – advocate for early fire restrictions

Francie Avitia, Social Services Eligibility Supervisor:

- CalFresh Awareness Month update

5. CONSENT AGENDA

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

A. Board Minutes - April 13, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on April 13, 2021.

Action: Approve the Board Minutes from the Regular Meeting on April 13, 2021.

Peters motion. Gardner seconded.

Vote: 5 yes, 0 no

M21-112

B. Letters of Support - CAL FIRE Grants

Departments: Board of Supervisors, sponsored by Supervisor Corless

Letters in support of CAL FIRE grant applications:

- 1) Inyo National Forest grant application for the Eastern Sierra Climate & Communities Resilience Project (ESCCRP) Phase I Implementation; and
- 2) Proposal “Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach” submitted by Whitebark Institute

Action: Approve letters as presented or amended, and authorize Board Chair to sign.

Peters motion. Gardner seconded.

Vote: 5 yes, 0 no

M21-113

C. Public Health Department County Medi-Cal Administrative Activities (CMAA) Contract #21-10014 for FY July 1, 2021 - June 30, 2024

Departments: Public Health

Funding is available to local governmental agencies through the Department of Health Care Services (DHCS) to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families.

Note:

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

Action: Approve County entry into the County Medi-Cal Administrative Activities (CMAA) Contract #21-10014 and related certifications and authorize the Public Health Fiscal & Administrative Officer to execute said contract on behalf of the County, including minor amendments that may occur in the 3-year contract period of July 1, 2021 -June 30, 2024 with approval as to form by County Counsel.

Peters motion. Gardner seconded.

Vote: 5 yes, 0 no

M21-114

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. **Bridgeport Regional Planning Advisory Committee (RPAC) Request for Action to Change Fishing Regulations on the East Walker River**

A letter from Bridgeport Valley RPAC requesting the Board of Supervisors work with the California Department of Fish and Wildlife to revert regulations on the East Walker River to the regulations that existed immediately prior to March 1, 2021.

Jimmy Little, Bridgeport Valley RPAC Chair:

- Provided additional information about the letter

Jeff Simpson, Economic Development Manager:

- Feedback from community regarding this issue

Supervisor Peters:

- Staff direction to draft letter to send to CDFW

B. **Letters re: Conway Ranch Management**

Letters from Laura Cunningham, California Director with Western Watersheds Project, and Ilene Mandelbaum, Lee Vining resident, regarding Conway Ranch Management.

C. **Application for Alcoholic Beverage License - The Basin Cafe**

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Banta Enterprise LLC doing business as The Basin Cafe located at 349 Lee Vining Ave., Lee Vining, CA 93541.

7. REGULAR AGENDA - MORNING

Note:

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A. Inyo-Mono County Veteran Services Officer Update

Departments: Veteran Services

(Gordon Greene, Inyo-Mono County Veteran Services Officer) - Receive report from Inyo-Mono County Veteran Services Officer.

Action: None.

Gordon Greene, Inyo-Mono County Veteran Services Officer:

- In Mono County every Thursday

Moved to Item 7C.

B. Mountain View Fire Update

Departments: Mountain View Fire Emergency Operations Center

(Justin Nalder, EOC Director) - Update on the Mountain View Fire in Walker, California.

Action: None.

Justin Nalder, EOC Director:

- Mary Booher limited office hours – Antelope Valley Senior Center Monday from 12-2, Thursday 4:30-6:30
- Debris removal and remediation – just over 93% complete
- 13 properties listed on ineligible/withdrawal list
- Trailer transport update

Moved to Item 12.

C. General Fund Long-term Forecast and Scenario Modeling

Departments: Finance

(Russ Branson, Consultant, Janet Dutcher, Finance Director) - Russ Branson, consultant, will present the results of a General Fund long-term fiscal forecast that includes modeling several policy scenarios and demonstrating the effects each has on the County's carryover and existing reserve balances. Long-term fiscal forecasting is a key financial resiliency behavior and will assist the Board in understanding the future consequences of current day decisions.

Action: None.

Janet Dutcher, Finance Director:

- Introduced item

Russ Branson, Consultant:

- Presentation - Review of revenues and expenses, evaluation of financial health, budget forecast, alternative forecasts, budget perspectives

Break: 11:09 AM

Note:

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Reconvened: 11:16 AM

D. Fiscal Year 2021-22 Budget Update

Departments: Finance

(Janet Dutcher, Finance Director; Megan Mahaffey, Accountant II) - The budget development team will update the Board about the FY 2021-22 budget development process.

Action: None.

Janet Dutcher, Finance Director:

- Presentation – Budget journey (General Fund): Base Budget, Department requested, Workshop Budget, Rebalancing adjustments; Policy Items; what is in the budget and what is not in the budget; Non-GF budgets; Workshop schedule and format

Supervisor Corless left the meeting at 12:10 PM.

E. Workshop on General Plan Amendment for Accessory Dwelling Unit (ADU) Standards

Departments: Community Development

(Bentley Regehr, Planning Analyst) - Presentation by Bentley Regehr regarding General Plan Amendment for Accessory Dwelling Unit (ADU) Standards

Action: None.

Bentley Regehr, Planning Analyst:

- Short term rentals in ADUs
- Height limitations for ADUs

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

9. CLOSED SESSION

Closed Session: 12:41 PM

Reconvened: 1:09 PM

Reentered Closed Session: 2:15 PM

Reconvened: 3:31 PM

No action to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Dave Wilbrecht. Employee Organization(s): Mono

Note:

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County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

C. Closed Session - Initiation of Litigation

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

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

11. REGULAR AGENDA - AFTERNOON

A. PUBLIC HEARING: Short-Term Rental Activity Permit 21-002/Gordon

Departments: Community Development

(Kelly Karl, Associate Planner) - Public hearing regarding Short-Term Rental (STR) Activity Permit 21-002/Gordon, an owner-occupied short-term rental at 90 Aspen Place in Crowley Lake (APN 060-210-067). The existing four-bedroom/four-bathroom main residence would be rented while the owners occupy the detached accessory dwelling unit. Maximum occupancy is 10 people and six vehicles (four vehicles for renters and two vehicles for the property owners). The parcel is designated Single-Family Residential (SFR).

Action: No motion made. Item failed for lack of a motion.

Public Hearing Opened: 1:11 PM

Kelly Karl, Associate Planner:

- Presented item

Dan and Kara Gordon, Proponents:

- Addressed questions regarding street sign

Public Hearing Closed: 1:37 PM

B. COVID-19 (Coronavirus) Update

Departments: Public Health

Note:

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

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Action: None.

Bryan Wheeler, Public Health Director:

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-116>) – 7-day metrics, Blueprint for a Safer Economy, Mono County advancement to least restrictive yellow tier, CDC issues updated public health recommendations for fully vaccinated people, walk-in vaccination clinic schedule, testing

C. Mono County Fish and Wildlife Commission Workshop

Departments: Economic Development

(Jeff Simpson, Economic Development Manager) - Presentation by Jeff Simpson regarding an overview of the Mono County Fish & Wildlife Commission, which has been an active commission of Mono County since 1984. In addition to reviewing current fish and wildlife issues, the commission is also tasked with providing recommendations to staff and the Board of Supervisors regarding fish stocking, Fish and Game Fine Fund expenditures, and matters relating to fish and endangered species. In the existing resolution, advisement regarding Conway Ranch is also included. The functions of the commission are advisory only and do not entail any governmental powers, either fiscal or regulatory. There is a desire from commissioners and staff to review and clarify the scope and bylaws of the Mono County Fish and Wildlife Commission.

Action: None.

Item postponed to May 18, 2021 Board of Supervisors Meeting.

Moved to Item 7B.

12. BOARD MEMBER REPORTS

Supervisor Corless:

- Will provide at next meeting.

Supervisor Duggan:

- 05/05/21 –
 - Mammoth Lakes Tourism – Board of Directors Meeting
 - § I participated in the meeting focused on 2021-22 Marketing Presentation, a draft of the 2021-22 Measure A Allocation Budget and Deliverables to the Town of Mammoth Lakes, and

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- the Draft TBID Allocation Budget for next year.
- § There was discussion of messaging to the public regarding fire use on public and private lands. Various agencies discussed possibility of greater fire restrictions in the future.
- § Local events will begin planning to resume this summer and fall.
- IMACA – Board of Directors Special Meeting – Closed Session
 - § I participated in a meeting along with Supervisor Peters to discuss team building and improving staff relations.
- 5/6/21 –
 - GBUAPCD – Supervisor Corless and I participate in the monthly Board of Directors meeting. Highlights included the second 2021-22 Annual Budget Hearing to adopt the SB 270 Sub-Budget and General Fund allocations. The Board adopted the 2021-22 Air Quality Monitoring Network Plan.
- 5/10/21 – LTC
 - I participated in the Local Transportation Commission meeting along with Commissioner Peters and LTC Board Chair Kreitz. We reviewed the Unmet Needs Matrix and requested more outreach and input from Mammoth Lakes. The outreach will be conducted at the next meeting of the Mammoth Lakes Planning and Economic Development Commission on June 9.

Supervisor Gardner:

- Last Wednesday May 5 I participated in another meeting with public lands and other agency representatives about the feral horses in the Mono Basin. The California State Parks has a proposal to erect a fence to protect some of the sand tufa that is threatened by horse activity, but funds are needed to support this project.
- Also last Wednesday I attended the monthly meeting of the June Lake Citizens Advisory Committee. Topics discussed included June Lake Village traffic calming and conversion of part of the June Lake County Sheriff Substation into a museum and information center.
- On Thursday May 6 I led another progress update on the Dispersed Camping Summit. We are finalizing the five subcommittee action plans to improve dispersed camping for the summer season. A special Town Hall meeting is set for May 25 at 5:30 PM to provide the public an opportunity to learn about these action plans.
- On Friday May 6 I participated in the monthly meeting of the Kutzadika Tribal Council meeting. The Tribe is still waiting for our Congressional Representative Obernolte to reintroduce the Federal recognition legislation for the Tribe sponsored by Rep. Cook last September. Rep. Obernolte told a Town Hall meeting in April he would have this done by May 1, but it has not happened yet.
- Finally, last night I attended with Chair Kreitz another meeting of the Mammoth Voices group. The speaker was Chuck Marohn, founder of the Strong Towns Project. I found Chuck's remarks to be very interesting and quite relevant to many County and Town issues we face.

Supervisor Kreitz:

- On May 6th I participated in the Mono County Treasury Oversight Committee meeting. As interest rates continue to be low, the fund is challenged to grow the pool, but it is the first priority of the fund to avoid loss of funds - the pool fund is secure and that is good.
- Monday, May 10th, I chaired the LTC regular monthly meeting. We held a public hearing with the Social Services Transportation Advisory Council to review the

Note:

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feedback thus far on the unmet needs. The Mammoth Lakes Planning and Economic Development Commission will hold a public hearing on unmet needs within the Town in June and staff will bring back the full list to the Commission in July. We review the 2021/22 Overall Work Program (OWP) and will likely approve at our next meeting. The Commission asked staff to work on adding the planning of a multimodal path connecting the Tioga Inn to the town of Lee Vining in the OWP.

- Later on Monday, the MLH-Town Contract Negotiations Committee met to review and discuss the draft deliverable of the proposed three year contract with the Town.
- I closed out my Monday night by attending the Mammoth Voices speaker series which featured Strong Towns Executive Director Chuck Marohn - <https://www.strongtowns.org>. The non-profit has a focus on building strong and resilient communities. Topics included Pop 13, development agreements, single family zoning and much more. Chuck is a proponent of incremental change and he strongly recommended that we look at allowing one increment more of development in our zones, but not more, as a way to foster organic incremental growth - i.e. allowing duplexes, and nothing more, in single family zones, which would create small, organic changes and allow more people access to housing. I'd like for us to consider such a change.

Supervisor Peters:

- 5/4: attended Northern Mono Chamber of Commerce meeting – upcoming ATV Jamboree later this summer, efforts to raise money for fish stocking, annual July Fish Derby
- 5/5: CSAC and Ag and Natural Resource Policy Committee – discussions about droughts and water allocations. Attended IMACA Special Meeting – organization challenges and strategies, how to meet the needs of the community
- 5/6: Attended Antelope Valley RPAC meeting – updates on impacts already occurring from dispersed camping. Strategies up here in Humboldt-Toiyabe. Presentation by Matt Paruolo.
- NACo Broadband Taskforce
- Yesterday, attended LTC meeting

Moved to Item 9.

ADJOURNED AT 3:32 PM.

ATTEST

**JENNIFER KREITZ
CHAIR OF THE BOARD**

**QUEENIE BARNARD
SENIOR DEPUTY CLERK OF THE BOARD**

Note:

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 17, 2021

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[DRAFT Minutes](#)

History

Time	Who	Approval
6/2/2021 10:33 AM	County Counsel	Yes
6/2/2021 9:37 AM	Finance	Yes
6/4/2021 12:16 PM	County Administrative Office	Yes



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

Teleconference Only - No Physical Location

**Special Meeting
May 17, 2021**

9:01 AM Meeting Called to Order by Chair Kreitz.

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Peters.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

2. AGENDA ITEMS

A. Budget Workshop for Fiscal Year 2021-2022

Departments: CAO, Finance

(Janet Dutcher, Finance Director; Megan Mahaffey, Accountant II; Robert C. Lawton, CAO; John Craig, Assistant CAO) - Budget workshop for fiscal year 2021-2022. This is the first of a three day workshop.

To view the budget schedules and other budgetary related information, please visit the following

link: <https://www.monocounty.ca.gov/auditor/page/2021-2022-budget-portal>

Action: None.

Janet Dutcher, Finance Director:

- Scheduling change: County Counsel will appear on Wednesday
- Page 4 of the Staff Report: discovered a duplication error totaling \$525,922
- Reviewed items not included in this GF Recommended Budget
- Finance Department positions

Note:

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

- Copier Pool
- Debt Service Fund
- General Revenues
- Cannabis Tax Fund
- Economic Stabilization
- General Reserve
- Contingency
- Disaster Assistance

Barry Beck, Assessor:

- Vacant positions
- Scanning project
- Ormat appeals
- Tax roll and projections

Wendy Sugimura, Community Development Director:

- Community Development staff is at 100% capacity at this time
- Planning and Transportation
- Building Inspector
- Code Enforcement
- CASP budget error
- Creating additional capacity

Break: 11:27 AM

Reconvened: 11:51 AM

Nate Greenberg, IT Director:

- Information Technology
- Radio Communications
- Radio Infrastructure Replacement Capital Projects Fund
- Tech Refresh
- Emergency Services
- Homeland Security Grant Program

Shannon Kendall, Clerk-Recorder-Registrar:

- Board of Supervisors
- Clerk Recorder
- Elections – recall election, two elections in one fiscal year

Break: 1:01 PM

Reconvened: 1:22 PM

Kathy Peterson, Social Services Director:

- Aid Programs
- General Relief
- County Children's Trust Fund
- WRAP – Foster Care
- Workforce Investment Act
- 1991 Realignment
- 2011 Realignment
- Senior Program
- Public Guardian

Note:

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

Robin Roberts, Behavioral Health Director:

- COVID-19 impacts
- Behavioral Services
- Alcohol and Drug
- Mental Health Services Act
- 2011 Realignment

Malinda Huggans, Animal Services Coordinator:

- Animal Services overview
- Request to upgrade part time attendant to full time

Janet Dutcher, Finance Director:

- Recapped items of note
 - Retirement in Community Development, succession planning
 - Need for FTS or Administrative Services Specialist or additional staffing in Community Development in order to create capacity
 - Letter to CalOES for Round Fire
 - Mountain View Fire cost share
 - ARPA funds
 - Address radio item
 - Elections space
 - Animal Services part time attendant

ADJOURNED AT 3:16 PM.

ATTEST

**JENNIFER KREITZ
CHAIR OF THE BOARD**

**QUEENIE BARNARD
SENIOR DEPUTY CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 18, 2021

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
6/2/2021 3:24 PM	County Counsel	Yes
6/2/2021 9:37 AM	Finance	Yes
6/4/2021 12:17 PM	County Administrative Office	Yes



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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Teleconference Only - No Physical Location

**Regular Meeting
May 18, 2021**

Backup Recording	Zoom
Minute Orders	M21-115 – M21-123
Resolutions	R21-35 – R21-36
Ordinance	ORD21-04 Not Used

9:01 AM Meeting Called to Order by Chair Kreitz.

*Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).
Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Corless.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

2. RECOGNITIONS

A. Recognition of Humboldt-Toiyabe National Forest Bridgeport Ranger District Ranger Jan Cutts

Departments: Board of Supervisors, sponsored by Supervisor Peters
(Supervisor Peters) - Proclamation of the Mono County Board of Supervisors recognizing District Ranger Jan Cutts for her years of service.

Note:

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

Action: Adopt resolution recognizing Jan Cutts.
Peters motion. Corless seconded.

Vote: 5 yes, 0 no

M21-115

Supervisor Peters:

- Read proclamation
- Shared stories about Jan

Supervisors acknowledged and expressed thanks to Jan Cutts.

Staff Comments:

- Wendy Sugimura, Community Development Director

Jan Cutts:

- Thanks to all, great things to hear on last week
- Between wildland fires, COVID, furloughs, sustainable recreation, etc. we have worked very closely together and it's been great to work with the Board of Supervisors

Duncan Leao, Vegetation and Fuels Program Lead and Acting District Ranger at Bridgeport:

- Introduced self

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Joined Supervisor Peters, Wendy Sugimura, April Sall, and members of Bridgeport Valley RPAC for their meeting
- Plans to attend other RPACs
- Continuation of budget development
- Met with Dave Wilbrecht, John Craig, and Doug Johnson to coordinate transition from Dave to John of oversight of pending recruitments – Human Resources, Housing Coordinator, Public Health Officer
- Met with Public Defenders to discuss their budget for coming year, challenges
- Toured District 1 with Supervisor Kreitz
- Discussion of getting State support for clean up costs from Mountain View Fire

4. DEPARTMENT/COMMISSION REPORTS

None.

5. CONSENT AGENDA

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

A. Out-of-State Travel Authorization for 2021 National Association of Counties' (NACo) Annual Conference

Departments: Clerk of the Board

Note:

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

Out-of-state travel request for Supervisor Duggan to attend the 2021 National Association of Counties' (NACo) Annual Conference in Prince George's County, Maryland.

Action: Approve out-of-state travel request for Supervisor Duggan to attend the 2021 National Association of Counties' (NACo) Annual Conference in Prince George's County, Maryland from July 9-12, 2021.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-116

B. Letter of Support - CAL FIRE Grant

Departments: Board of Supervisors, sponsored by Supervisor Corless

Letter in support of CAL FIRE grant application proposal "Early Detection of Wildfires in Three Mono County Communities" being submitted by the Whitebark Institute.

Action: Approve letter as presented and authorize Board Chair to sign.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-117

C. Long Valley Regional Planning Advisory Committee Appointments

Departments: Community Development

Reappoint three existing members (Laura Beardsley, Ron Day, and Haislip Hayes) and appoint one new member, Betty Kittle, to the Long Valley Regional Planning Advisory Committee as recommended by Supervisor Duggan.

Action:

1) Reappoint Laura Beardsley, Ron Day, and Haislip Hayes to the Long Valley Regional Planning Advisory Committee, as recommended by Supervisor Duggan, for a three-year term ending May 31, 2024.

2) Appoint Betty Kittle to the Long Valley Regional Planning Advisory Committee, as recommended by Supervisor Duggan, for a three-year term ending May 31, 2024.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-118

D. Mono County Emergency Medical Care Committee (EMCC) Appointment

Departments: EMS

Jessica Wagner, RN was approved by the voting members of the Mono County EMCC on October 27, 2020 to replace Rosemary Sachs, RN upon her retirement. Jessica will fill the Mammoth Hospital Paramedic Liaison position on the EMCC.

Note:

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

Action: Appoint Jessica Wagner, RN, PLN, to the Mono County Emergency Medical Care Committee for a two-year term ending May 31, 2023, in accordance with the EMCC's Bylaws.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-119

E. Purchase of Portable Subscriber Radios for EMS, Sheriff and MLPD

Departments: Information Technology

Use of Emergency Management Performance Grant (EMPG) and Homeland Security Grant Program (HSGP) monies to purchase 54 "subscriber" radios to replace end-of-life units in the Emergency Medical Services and Sheriff's Department of Mono County, as well as Mammoth Lakes Police Department.

Action: Find that the provision of portable radios to the Mammoth Lakes Police Department to replace end-of-life radios serves the public purpose of ensuring that MLPD officers have reliable communication with County dispatch and others and can promptly respond to law enforcement and public safety needs in Mono County.

Approve purchase of 54 portable subscriber radios, as set forth in the attached quote (or substantially similar) for a cost not to exceed \$220,000 using EMPG and HSGP grant funds for 2020-21, provided that the terms and conditions of the purchase are reviewed and approved by the County Administrative Officer and County Counsel.

Authorize up to 10 of the 54 radios to be provided to the Mammoth Lakes Police Department for use in the performance of its law enforcement and public safety duties.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-120

F. Allocation List Amendment - Public Health

Departments: Public Health

Proposed Resolution amending Mono County List of Allocated Positions to add two (2) limited-term positions within the Department of Public Health related to COVID-19.

Action: Adopt proposed resolution R21-35, Authorizing the County Administrative Officer to amend the list of allocated positions to add two (2) new limited-term positions consisting of two COVID Case Investigators in the Department of Public Health with terms ending July 31, 2023 or sooner depending on necessity and availability of grant funding.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

Note:

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

R21-35

G. Budget Adjustment Request - Public Safety Power Shutoff (PSPS) Fund 169

Departments: Public Works

Request to amend budget (Fund 169 - PSPS) to provide appropriations and reflect revenue relating to Public Safety Power Shutoff (PSPS) projects.

Action: Amend Fund 169 PSPS (Public Safety Power Shutoff) budget to reflect revenue received of \$77,000 and expenditures of \$100,000 in FY 2020-2021 budget. (4/5 vote required.)

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-121

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. Federal Energy Regulatory Commission (FERC) Letter re: Dams Part of the Lee Vining Creek Project, FERC Project No. 1388-CA

Federal Energy Regulatory Commission (FERC) response to comments on Wave-Induced Run-Up Evaluation for Tioga Lake Dam, FERC Project No. 1388.

B. Letter to Congressman Obernolte Requesting Prioritization of the Restoration of the Highway Bridge Replacement and Rehabilitation Program (HBRRP)

A letter from the Mono County Board of Supervisors to Congressman Obernolte requesting that the restoration of the Highway Bridge Replacement and Rehabilitation Program (HBRRP) be a top priority for the upcoming surface transportation reauthorization bill.

C. Comment Letter from Local Agency Formation Commission (LAFCO) re: the Long Valley Exploration Drilling Project Proposed by Kore Mining

Comment letter from the Local Agency Formation Commission (LAFCO) regarding the Long Valley KORE Exploration Drilling Project #59294.

Note:

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

7. REGULAR AGENDA - MORNING

A. Update from Quantified Ventures Regarding Innovative Finance for National Forests (IFNF) Project Around Inyo National Forest Campgrounds

Departments: Board of Supervisors, sponsored by Supervisor Gardner (Laura Drescher, Associate Director, Seth Brown, Director, Forestry and Land Use) - Receive an update from Quantified Ventures regarding the Innovative Finance for National Forests (IFNF) grant program that supports the development and implementation of innovative finance models that leverage private capital to support the resilience of the National Forest System and surrounding lands.

Action: None.

Supervisor Gardner:

- Introduced item
- This is one of the efforts that Eastern Sierra Sustainable Recreation Partnership has been involved in – great potential for providing improvements to our campgrounds in the entire Eastern Sierra region

Laura Drescher, Quantified Ventures Associate Director:

- Efficiently leverage public and private capital now and in the future
- Innovative Finance for National Forests (IFNF) grant program
- Identified geographic areas for improvements

B. COVID-19 (Coronavirus) Update

Departments: Public Health

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Action: None.

Bryan Wheeler, Public Health Director:

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-117>) – 7-day metrics, Blueprint for a Safer Economy – Yellow Tier, vaccine eligibility 12+, CDPH updated mask guidance, walk in vaccination clinic schedule
- Toiyabe Indian Health Clinic vaccinations and outreach

Note:

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

C. Mountain View Fire Update

Departments: Mountain View Fire Emergency Operations Center
(Justin Nalder, EOC Director) - Update on the Mountain View Fire in Walker, California.

Action: None.

Justin Nalder, EOC Director:

- Coming to end of mission objectives
- Mary Booher office hours - Antelope Valley Senior Center
- 96% complete with debris removal
- Intermediate housing – 8 trailers staged at Antelope Valley Community Center, approximately 7 more due this week

Supervisor Peters:

- Thanked Justin, CAO Lawton, Community Development, County Counsel's office, Finance, and all various departments for all the hard work and continued efforts on the recovery

Chair Kreitz:

- Noted Mary Booher's contributions

D. Supplemental Comment Letter on Draft Exploratory Plan of Operations for the Long Valley Exploration Drilling Project Proposed by Kore Mining

Departments: Community Development Department

(Wendy Sugimura, Community Development Director, April Sall, Planning Analyst) - Additional comments supplementing the letter approved on May 4, 2021, regarding the KORE Mining Exploratory drilling proposal and the Plan of Operations.

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

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-122

April Sall, Planning Analyst:

- Presented supplemental comment letter

Public Comment:

- Fred Stump
- Lynn Boulton
- Chris Bubser

Note:

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

E. Employment Agreement with Paul Roten

Departments: Public Works Engineering

(Tony Dublino, Director of Public Works) - Proposed resolution approving a contract with Paul Roten as County Engineer, and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution R21-36 as revised, approving a contract with Paul Roten as County Engineer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2020-2021 is \$13,688, of which \$10,502 is salary and \$3,186 is the cost of benefits and is included in the approved budget. The cost for an entire fiscal year would be \$162,110, of which \$126,024 is salary and \$36,086 is the cost of benefits and is included in the Department's requested budget for FY 2021-2022.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

R21-36

Tony Dublino, Director of Public Works:

- Presented item

F. Federal Lands Access Project Grant Application - Saddlebag Lake Road

Departments: Public Works

(Tony Dublino, Director of Public Works) - Consideration of a Federal Lands Access Program (FLAP) grant application for the rehabilitation of Saddlebag Lake Road.

Action: Approve submittal of Federal Lands Access Program (FLAP) Application to rehabilitate 2.5 miles of Saddlebag Lake Road and authorize Tony Dublino, Director of Public Works, to execute said application on behalf of the County.

Gardner motion. Duggan seconded.

Vote: 4 yes, 0 no, 1 abstain

M21-123

Supervisor Corless:

- Recused self from item due to family involvement with Saddlebag Lake Resort, which is adjacent to the project area and can be impacted.

Tony Dublino, Director of Public Works:

- Presented item

Break: 10:41 AM

Reconvened: 10:53 AM

Note:

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

G. Mono County Fish and Wildlife Commission Workshop

Departments: Economic Development

(Jeff Simpson, Economic Development Manager) - Presentation by Jeff Simpson on the Mono County Fish and Wildlife Commission to review, clarify and potentially modify the rules governing the Mono County Fish and Wildlife Commission.

Action: Board gave direction to staff to return with a resolution suspending operation of the commission.

Jeff Simpson, Economic Development Manager:

- Presentation – History and scope, commissioners, meeting conduct, issues and proposed solutions
- 20% of his monthly allocation is going to this commission

Commissioner Comments:

- Gaye Mueller, Chair
- Don Morton
- Jim King, Vice Chair
- Sue Burak
- James Ricks
- Jeff Parker

Stacey Simon, County Counsel:

- Addressed Supervisor Corless' question regarding pausing the commission
- County Counsel's Office will draft resolution expressing position of board
- In absence of Fish and Wildlife Commission, Board has responsibility to determine how expenditures are made from Fish and Game Fine Fund

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Fletcher Buccowich:

- Proposed emergency closure at Grant Lake this summer

9. CLOSED SESSION

Closed Session: 12:25 PM

Reconvened: 1:17 PM

Reentered Closed Session: 2:48 PM

Reconvened: 4:16 PM

No action to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Dave Wilbrecht. Employee Organization(s): Mono

Note:

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

County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: (1) *United States of America v. Walker River Irrigation District, et al.* (U.S. Dist. Ct. N. Dist. of Nevada Case No. 3:73-cv-00128-MMD-WGC); (2) *County of Mono v. City of Los Angeles et al.* (Alameda Superior Court Case No. RG18923377); and (3) *County of Mono v. Liberty Utilities et al.* (U.S. Dist. Ct. Central Dist. of Cal. Case No. CV 21-769-GW-JPRx).

D. Closed Session - Initiation of Litigation

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

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

11. REGULAR AGENDA - AFTERNOON

A. Budget Workshop - Capital Projects, CSAs 1, 2, and 5, General Fund Contributions and Transfers

Departments: CAO, Finance

(Janet Dutcher, Finance Director, Megan Mahaffey, Accountant II) - Budget workshop for fiscal year 2021-2022. This is the second day of a three day workshop. **Please note all times on the attached schedule are estimates.**

Today's workshop covers Capital Projects, CSAs 1, 2, and 5, and General Fund Contributions and Transfers.

Note:

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

To view the budget schedules and other budgetary related information, please visit the following link: <https://www.monocounty.ca.gov/auditor/page/2021-2022-budget-portal>

Action: None.

Janet Dutcher, Finance Director:

- Reviewed CSAs 5, 2, 1
- First 5 Home visiting
- EMS
- Capital Improvement Projects
- Civic Center, Jail Project,
- CIP fund
- GF Transfers & Contributions

Steve Noble, CSA 5:

- Improvements at Memorial Hall

Molly DesBaillets, First 5 Executive Director:

- First 5 Home Visiting

Chief Doonan:

- Expansion of EMS services into the Tri Valley area using the volunteers at White Mountain Fire Protection District

Tony Dublino, Director of Public Works:

- Capital Improvement Projects
- Jail Facility Construction Project
- Civic Center Project
- Civic Center soundproofing \$50,000

12. BOARD MEMBER REPORTS

Supervisor Corless:

- On May 4th, attended Behavioral Health Mental Health Awareness Month event
- Number of RCRC related meetings over the last couple of weeks. Had a Golden State Natural Resources Board of Directors Meeting and continue to make progress on development of the biomass solution project.
- RCRC Executive Committee meeting last week and RCRC also produced its rural rundown of the May revise
- Attended, along with Supervisor Duggan, the Great Basin Unified Air Pollution Control District Board meeting.
- Also did some work with Supervisor Gardner around the dispersed camping forum and planning for the town hall
- Meeting convened by Placer County about addressing Suddenlink issues
- Recreation subgroup meeting of the Yosemite Gateway area coordination team
- Meeting through NACo on Wildland Fire Leadership Council County Wildfire Playbook update

Note:

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

Supervisor Duggan:

- 05/12/21 –
 - Tri-Valley Groundwater Management District – Special Meeting/ Closed Session
 - I attended a closed session of the Board, no action to report.
 - Various seats are open on the Board and Advisory Committee.
 - The Mono County Grand Jury reached out to suggest each supervisor encourage more participation by district. Future jurors will be able to meet in person OR via Zoom to allow for more representation. For specific questions, contact Danielle Bauman, Executive Assistant and Deputy Jury Commissioner at 760-923-2321 or via email at dbauman@mono.courts.ca.gov.
- 5/14/21 – ESTA
 - I participated in the monthly ESTA Board of Directors meeting along with Supervisor Gardner. The March Ridership grew by 19% and a public hearing was held regarding the temporary fare increase for the Reds Meadow Shuttle this summer (\$15 Adult/\$7 child). Recruitment for summer drivers is progressing along with assistance from MMSA with housing. ESTA has launched a campaign to combat human trafficking. Posters have been mounted on buses to build awareness and foster prevention along transit routes.
- 5/17/21 –
 - I participated in the Special Budget Meeting and Departmental Review. Thanks to Finance and all the departments for their hard work and engagement on the process. It was very informative, and it was good to hear the departments needs and forecasts for the next fiscal year.

Supervisor Gardner:

- On Wednesday May 12 I participated in three different meetings. These included:
 - A seminar on tourism sponsored by the Charture Institute that focused on visitation impacts in the Yellowstone NP, Grand Teton NP, and Bridger Teton National Forest areas. There were many similarities with what we are experiencing in the Eastern Sierra. One of the major points was to make a very conscious shift to require reservations for camping and other activities to better control tourism impacts.
 - A seminar on Rethinking the Economics of Child Care and Paid Family Leave. This presentation provided some very interesting data about the economic impacts of mostly women who are unable to return to the workforce due to the unavailability of childcare and family leave policies.
 - The monthly meeting of the Mono Basin RPAC. Topics discussed included an update on Conway Ranch, and the Saddlebag Lake Road Rehabilitation Project.
- On Thursday May 13 I attended the monthly meeting of the June Lake Public Utilities District Board of Directors.
- On Friday May 14 I participated in the monthly meeting of the Eastern Sierra Transit Authority Board of Directors. Besides regular financial and operating reports, the Board discussed and approved a rate increase for the Reds Meadow Route this summer and a revised bus purchase proposal. Ridership is increasing on ESTA routes over last year.
- Yesterday I participated in the FY 2021-2022 County Budget Workshop with other Board members and County staff. I appreciate the work to get all the budget information compiled and presented to the Board.

Note:

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

Supervisor Kreitz:

- On May 12th I attended the NACo Community Economic Workforce Development Committee. regular meeting. Topic included a presentation from and on the following:
 - U.S. DOL Office of Apprenticeships
 - Website: <https://www.apprenticeship.gov/>
 - NACo Future of Work Upcoming Report and Summit - June 10 & 11 (virtual), and
 - State and Local Relief Fund – Treasury Guidance and Portal Opening
- On that same day I met with county staff to discuss housing policy options that could help create pathways for the creation of housing available for locals and the workforce.
- I also attended the joint meeting of the Mammoth Lakes Town Council and the Planning Commission where they discussed draft strategic priorities of the Council and the climate action plan.
- The California Coalition for Rural Housing (CCRH) Board met on May 13th for the first of a series of workshops on, Racial, Equity, Diversity and Inclusion. The Board discussed our thoughts from a pre-workshop webinar we all watched that prompted us to reflect on our privilege and how that influences our lives. We will be participating in at least three more trainings over the rest of the year.
- I also met with Pam Bold from the High Sierra Energy Foundation (HSEF) on Thursday. Pam provided a comprehensive review of their programs and efforts in the Eastern Sierra. Their work to create a Rural Regional Energy Network is promising and would return many more resources to our region for clean energy programs and infrastructure/capital investments. Pam has insights on many programs for both government/businesses and individuals. Reach out to website for more information. <https://www.highsierraenergy.org>
- On Friday, May 14th I had the pleasure of touring CAO Bob Lawton around District 1 and other parts of Mammoth Lakes.
- Monday, May 17th I attended a CSAC briefing on the Governor's May Revise Budget and then attended the Mammoth Voices third in a series of workshops in their Leadership Academy 2021, this one on Broadband. Supervisor Peters presented along with IT Director Nate Greenberg. There's always much to learn in the highly active world of broadband. Of note, it seems probable that Suddenlink's plans to increase node capacity within Mammoth Lakes this summer could benefit users in high density areas of town, hopefully for those of us in District 1, the most densely populated area of town. We shall see.

Supervisor Peters:

- On the 11th, attended Bridgeport RPAC, where we had discussions about Bridgeport Community Survey, UTV/ATV potential access
- On the 12th, NACo Broadband Taskforce meeting to discuss nine priorities the taskforce has identified and how to develop federal policy and best practices in each of those nine areas. Another meeting tomorrow of subgroups.
- On the 13th, discussions of what to expect in the May revise
- Yesterday, CSAC synopsis of what was in the budget
- Attended Mammoth Voices – focus on broadband
- Concerns among county staff about dogs in the workplace. Latest concern about COVID-19 being carried by animals.

Note:

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

ADJOURNED AT 4:16 PM.

ATTEST

**JENNIFER KREITZ
CHAIR OF THE BOARD**

**QUEENIE BARNARD
SENIOR DEPUTY CLERK OF THE BOARD**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: Economic Development

TIME REQUIRED

SUBJECT Resolution Suspending Operation of
Mono County Fish and Wildlife
Commission

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

Approve Resolution R21-___, suspending operations of the Mono County Fish and Wildlife Commission. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Jeff Simpson

PHONE/EMAIL: / jsimpson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time

Who

Approval

6/2/2021 10:12 AM	County Counsel	Yes
6/3/2021 4:00 PM	Finance	Yes
6/4/2021 12:15 PM	County Administrative Office	Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-4634 • (760) 924-1697 (Fax)

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

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

STAFF REPORT

SUBJECT: Resolution Suspending Operation of the Mono County Fish and Wildlife Commission.

RECOMMENDATION: Adopt proposed Resolution.

BACKGROUND: During an agendaized discussion at its May 18, 2021, meeting the Board directed staff to return with a resolution suspending operations of the Commission; directing staff to return to the Board with a workshop regarding possible changes to the structure, scope or function of the Commission; and clarifying that the Board will continue to approve expenditures from the Fish and Game Fine Fund.

DISCUSSION: The proposed Resolution effectuates Board direction from May 18. As directed, Mono County Economic Development staff will return to the Board with a workshop addressing potential restructuring options for the Mono County Fish and Wildlife Commission or options for an alternate advisory resource.

FISCAL IMPACT: None.



R21-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS SUSPENDING OPERATIONS
OF THE MONO COUNTY FISH AND WILDLIFE COMMISSION;
DIRECTING STAFF TO RETURN TO THE BOARD WITH A
WORKSHOP AND RECOMMENDATIONS; AND CONFIRMING THAT
THE MONO COUNTY BOARD OF SUPERVISORS WILL CONTINUE
TO MAKE DETERMINATIONS REGARDING EXPENDITURES FROM
THE FISH AND GAME FINE FUND UNDER
FISH AND GAME CODE SECTION 13103**

WHEREAS, The Mono County Fisheries Commission (now the Fish and Wildlife Commission or “Commission”) was established by Resolution R02-107 of the Mono County Board of Supervisors in 2002; and

WHEREAS, the initial purpose of the Commission was to “advise the Mono County Board of Supervisors on matters relating to the rearing and stocking of various trout species in Mono County waters”; and

WHEREAS, in 2006 the Board adopted Resolution R06-71, expanding the duties of the Commission to include, inter alia, providing recommendations to the Board regarding fish, wildlife, endangered species and methods for their protection and making recommendations regarding expenditures from the County’s Fish and Game Fine Fund; and

WHEREAS, during an agendized discussion at its May 18, 2021, meeting the Board heard from staff and members of the Commission regarding the Commission’s current operations, upcoming vacancies and recent challenges in Commission operations; and

WHEREAS, following that discussion, the Board directed staff to return with a proposed resolution to temporarily suspend operations of the Commission, and directed staff to prepare a workshop for future presentation to the Board regarding the direction, scope, appointment and membership of the Commission, among other things;

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

SECTION ONE: Operations of the Mono County Fisheries Commission, as established by Resolutions R02-107, R06-71 and R17-40 are hereby suspended until further direction and action by the Mono County Board of Supervisors. Historic or current members of the Commission, as well as the public generally, are welcome and encouraged to appear before the Board of Supervisors on any topic of interest (including, but not limited to, fish and wildlife) that

1 is within the jurisdiction of the Board of Supervisors in order to express their opinions or to
2 provide information.

3 **SECTION TWO:** Mono County Economic Development staff is hereby directed to
4 return to the Board with a workshop addressing future direction for the Mono County Fish and
5 Wildlife Commission or an alternate advisory resource. The workshop shall include, but is not
6 limited to, the following topics:

- 7 A. A review of similar governmental advisory bodies in California (or elsewhere) and
8 discussion of whether such models (or portions thereof) would be appropriate and/or
9 provide benefit within Mono County.
- 10 B. A discussion of issues (or issue types), guidelines, format, scope, membership
11 qualifications and structure for restructured Commission or alternate advisory
12 resource to be established by the Board in the future.

13 **SECTION THREE:** Decisions regarding the expenditure of moneys within the Mono
14 County Fish and Game Fine Fund (Fish and Game Code sections 13003 and 13100 et seq.) shall
15 continue to be made by the Mono County Board of Supervisors pursuant to Fish and Game Code
16 section 13103.

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

19 **AYES:**

20 **NOES:**

21 **ABSENT:**

22 **ABSTAIN:**

23 _____
24 Jennifer Kreitz, Chair
25 Mono County Board of Supervisors

26 **ATTEST:**

27 **APPROVED AS TO FORM:**

28 _____
29 Clerk of the Board

30 _____
31 County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: Behavioral Health

TIME REQUIRED

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

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

Given our current inter-departmental collaborative structures, between the court, DA, probation department, jail and other entities, individuals who require the level of services outlined by Laura's Law, will be (and have been) provided intensive, outpatient, WrapAround type services to enhance their ability to experience recovery. Opting Out of the AOT does not change our service delivery, it only changes our ability to continue providing what is needed on a case-by-case basis without added and unfunded administrative burden.

RECOMMENDED ACTION:

Approve Resolution R21-____, Authorizing Mono County Behavioral Health to Opt Out of the Requirements of AB 1976 Regarding Assisted Outpatient Treatment. Provide any desired direction to staff. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1740 / rroberts@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
5/28/2021 9:54 AM	County Counsel	Yes
6/3/2021 3:59 PM	Finance	Yes
6/4/2021 12:15 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

To: Mono County Board of Supervisors
From: Robin K. Roberts, MFT, Behavioral Health Director
Date: May 11, 2021

SUBJECT:

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

RECOMMENDATED ACTION:

Board to approve Resolution to Op-Out of the Assisted Outpatient Treatment (AOT) aka: Laura's Law.

DISCUSSION:

Mono County would be unable to Adopt Assisted Outpatient Treatment (Laura's Law) reducing existing voluntary treatment programs and incurring additional expense. The benefits of AOT are currently in place with Mental Health Services Act Full Service Partnership funds and programs; programs offered to all MCBH Medical beneficiaries.

At the time AOT (Laura's Law) was passed, it was an OPT-IN process and the Board had to pass a resolution or act through the county budget process to establish the program. At minimum, a county who agrees to implement Laura's Law must have a community based mobile and highly trained team that use high staff-client ratios of no more than 10 clients per team member. The program must include family outreach support, supportive housing and/or housing assistance, and vocational rehabilitation. In addition, every 60 days, the Director of the AOT program shall file an affidavit affirming continued AOT treatment and report multiple data reports annually to the California Department of Health Care Service (DHCS). Also, no services may be reduced in order to implement AOT under Laura's Law. As noted above, Mono County does not have the resources at present to implement Laura's Law without reducing existing services. At the present time, AOT is an opt-out process which must be in place by June 30, 2021.

Although AOT may be a support system for Behavioral Health in larger, and even mid-size counties, smaller counties face an issue due to lack of capacity, resources, and additional funding, as is the case for Mono County's Behavioral Health department.

Given our current inter-departmental collaborative structures, between the court, DA, probation department, jail and other entities, individuals who require the level of services

outlined by Laura's Law, will be (and have been) provided intensive, outpatient, WrapAround type services to enhance their ability to experience recovery. Opting Out of the AOT does not change our service delivery, it only changes our ability to continue providing what is needed on a case-by-case basis without added and unfunded administrative burden.

SUBMITTED BY:

Robin K. Roberts, Director Mono County Behavioral Health
760-924-1740



R21-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING MONO COUNTY BEHAVIORAL
HEALTH TO OPT OUT OF THE REQUIREMENTS OF AB 1976 REGARDING
ASSISTED OUTPATIENT TREATMENT**

WHEREAS, the State of California enacted "Laura's Law" Assembly Bill 1421 (Chapter 1017, Statutes of 2002), codified in California Welfare and Institutions Code Sections 5345-5349.5 . This act became effective on January 1, 2003; and

WHEREAS, "Laura's Law" is named after Laura Wilcox, the loved and well-respected citizen from Nevada County who perished in the tragic 2001 shooting incident at the Nevada County mental health facility; and

WHEREAS, "Laura's Law," also known as the "Assisted Outpatient Treatment" (AOT), applies to counties that exercise a local option to implement the service; and

WHEREAS, the State of California enacted Assembly Bill 1976 (Chapter 140, Statutes of 2020), requires that Counties that implement Assisted Outpatient Treatment (Laura 's Law) may not reduce existing voluntary mental health programs serving adults or children's mental health programs because of implementation; and

WHEREAS, the State of California enacted Assembly Bill 1976 (Chapter 140, Statutes of 2020), requires counties to affirmatively opt-out of providing Assisted Outpatient Treatment (Laura's Law) services by passing a resolution of the local governing body stating the reasons for opting out and any facts or circumstances relied on in making that decision: and

WHEREAS, the Department of Health Care Services, pursuant to Behavioral Health Information Notice 20-075, requires counties to submit a resolution to the Department sixty days prior to the statewide implementation of AB 1976 on July 1, 2021; and

WHEREAS, in April 2021, Mono County declares its intent to opt out of Assisted Outpatient Treatment (Laura's Law); and

WHEREAS, mental health treatment and services will continue to be provided without the adoption of Assisted Outpatient Treatment (Laura's Law); and

WHEREAS, voluntary adult mental health services and children's mental health services would be reduced if Mono County implemented Assisted Outpatient Treatment (Laura's Law); and

WHEREAS, Mono County provides consistent outreach and engagement to bring individuals with behavioral health conditions into voluntary treatment. Mono County Behavioral

1 Health Services, in their Mental Health Services Act funded Full-Service Partnership programs
2 reached 23 individuals in Fiscal Year 2019-20. Of these individuals reached, a number of
3 individuals engaged in continued treatment services; and

4 **WHEREAS**, the decision of the Board of Supervisors of Mono County to opt-out of
5 Assisted Outpatient Treatment (Laura's Law) will result in the preservation of existing, voluntary
6 treatment programs.

7 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
8 **MONO RESOLVES AND DOES HEREBY** opt out of the implementation of Assisted
9 Outpatient Treatment (Laura's Law) in Mono County and certifies that existing voluntary mental
10 health treatment programs serving adults or children would have been reduced if Mono County
11 had not opted out of the implementation of "Assisted Outpatient Treatment," also known as
12 "Laura's Law."

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

15 **AYES:**

16 **NOES:**

17 **ABSENT:**

18 **ABSTAIN:**

19 _____
20 Jennifer Kreitz, Chair
21 Mono County Board of Supervisors

22 **ATTEST:**

23 **APPROVED AS TO FORM:**

24 _____
25 Clerk of the Board

26 _____
27 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: Public Works - Engineering

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

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

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

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

FISCAL IMPACT:

The Road Maintenance and Rehabilitation Account (RMRA) revenue for 2021-2022 is estimated at \$1,917,020. The list of projects presented today is included in the upcoming budget process.

CONTACT NAME: Tony Dublino

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> CSACHUTA and SBI Estimates

History

Time

Who

Approval

6/2/2021 10:14 AM	County Counsel	Yes
6/3/2021 3:41 PM	Finance	Yes
6/4/2021 12:13 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 8, 2021

To: Honorable Chair and Members of the Board of Supervisors

From: Tony Dublino, Director of Public Works

Re: FY21-22 SB1 Road Maintenance and Rehabilitation Account (RMRA) Project List

Recommended Action:

Approve Resolution R21-__ adopting a list of projects for FY2021-2022 funded by SB 1: The Road Repair and Accountability Act of 2017.

Fiscal Impact:

Mono County's portion of SB1/Road Maintenance and Rehabilitation Account (RMRA) revenue for 2021-2022 is currently estimated at \$1,917,020. The list of projects presented today are included in the proposed FY21-22 budget.

Background:

SB1 was adopted in 2017 and has since enabled road maintenance efforts and projects across the County road system that would be impossible without the associated RMRA revenue.

Since its adoption, Public Works staff have identified and delivered several RMRA-funded maintenance efforts and projects. In the last year, the following projects were successfully advanced or completed with RMRA funding:

Description	Location	Estimated Useful Life	Anticipated Year of Construction
Airport Road Rehabilitation Construction Contingencies	Airport Road and Hot Creek Hatchery Road	25 Years	2021
Rock Creek Road Drainage Repairs	Near the Inyo County Line	25 years	2021
Long Valley Streets Rehabilitation (Env and PS&E)	Crowley Lake, Sunny Slopes, Swall Meadows	25 years	2021
Twin Lakes Road Maintenance	Bridgeport Valley	5 years	2021
Bridge Maintenance Program	County-wide	10 years	2021
Road Division Crack Sealing	County-wide	5 years	2020, 2021

RMRA revenues took a significant hit from COVID-19 travel reductions, and approximately \$340,000 in anticipated RMRA revenues were lost over the last two fiscal years. This has

caused minor delays in the project delivery schedule, but in FY 21-22, RMRA revenues are projected to recover to pre-COVID levels so schedule impacts should fade.

In addition to continuing work on the above projects that were identified last FY, the Engineering Division and Roads Division of Public Works anticipates moving forward the following projects in the coming FY:

Description	Location	Estimated Useful Life	Anticipated Year of Construction
Road Division Maintenance (Crack Sealing, Striping)	County-wide	5 years	2021, 2022
Virginia Lakes Road Maintenance	Virginia Lakes, Bridgeport	5 years	2021
June Lake Village Pedestrian Safety Project	June Lake	10 years	2022
2022 Pavement Preservation Project	Rock Creek Rd, Mt Morrison Rd, Convict Lake Rd, Aspen Springs Ranch Rd, Gregory Lane, Larkspur Ln, Shanna Cr, Camp Antelope Rd, Patricia Ln, and others...)	5 years	2022

SB 1 requires Counties to adopt an 'RMRA Project List' by Resolution at a regular meeting of the Board of Supervisors, which must be submitted to the California Transportation Commission. The deadline for the 2021 submittal is July 1. Today's recommendation is for the Board to adopt the attached Resolution and project list and direct staff to submit it to the California Transportation Commission via the online CalSMART reporting system.

Please contact me at 760.932.5459 or by email at tdublino@mono.ca.gov if you have any questions.

Respectfully submitted,



Tony Dublino
Director of Public Works

Attachments: EXHIBIT A – RMRA Revenue and Estimates
Resolution Adopting SB 1 RMRA Project List



R21-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING A LIST OF PROJECTS
FOR FISCAL YEAR 2021-2022 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the County, will receive an estimated \$1,917,020 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the fifth year in which the County is receiving SB 1 funding and will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the County maintain and rehabilitate streets/roads throughout the County this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the County's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade is expected to bring our streets and roads into a "good" condition; and

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PASSED, APPROVED and ADOPTED this 8th day of June, 2021, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Revised County HUTA and RMRA Revenue Estimates - FY 2021-22						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
ALAMEDA	\$7,768,380	\$13,320,340	\$6,070,001	\$401,485	\$19,365,644	\$46,925,850
ALPINE	\$149,804	\$294,996	\$140,260	\$22,075	\$373,444	\$980,578
AMADOR	\$739,379	\$675,880	\$501,694	\$183,673	\$1,843,184	\$3,943,810
BUTTE	\$2,512,679	\$2,372,409	\$1,704,938	\$401,863	\$6,263,808	\$13,255,697
CALAVERAS	\$1,122,305	\$969,701	\$761,523	\$307,335	\$2,797,774	\$5,958,638
COLUSA	\$876,740	\$606,791	\$594,898	\$112,418	\$2,185,608	\$4,376,454
CONTRA COSTA	\$6,546,043	\$10,792,188	\$5,164,474	\$882,606	\$16,318,505	\$39,703,816
DEL NORTE	\$455,435	\$318,318	\$309,028	\$105,985	\$1,135,344	\$2,324,110
EL DORADO	\$2,381,943	\$3,641,185	\$1,958,663	\$786,562	\$5,937,899	\$14,706,252
FRESNO	\$8,286,893	\$9,117,187	\$5,622,939	\$1,132,898	\$20,658,234	\$44,818,152
GLENN	\$1,069,916	\$745,047	\$725,975	\$134,632	\$2,667,173	\$5,342,743
HUMBOLDT	\$2,044,935	\$1,671,896	\$1,387,558	\$390,278	\$5,097,780	\$10,592,447
IMPERIAL	\$3,740,423	\$2,364,243	\$2,538,005	\$406,372	\$9,324,428	\$18,373,471
INYO	\$1,240,042	\$979,199	\$841,411	\$114,772	\$3,091,276	\$6,266,699
KERN	\$7,690,470	\$8,194,217	\$5,218,247	\$1,854,853	\$19,171,425	\$42,129,213
KINGS	\$1,592,622	\$1,263,204	\$1,080,648	\$210,998	\$3,970,216	\$8,117,688
LAKE	\$1,118,625	\$959,244	\$759,025	\$324,431	\$2,788,599	\$5,949,923
LASSEN	\$1,075,834	\$960,922	\$729,990	\$121,819	\$2,681,927	\$5,570,492
LOS ANGELES	\$46,880,578	\$79,631,392	\$36,348,306	\$2,537,478	\$116,867,687	\$282,265,442
MADERA	\$2,325,142	\$1,598,252	\$1,577,688	\$458,857	\$5,796,302	\$11,756,241
MARIN	\$1,754,398	\$2,477,758	\$1,219,942	\$280,039	\$4,373,504	\$10,105,642
MARIPOSA	\$710,217	\$524,627	\$481,906	\$124,706	\$1,770,485	\$3,611,942
MENDOCINO	\$1,662,813	\$1,271,298	\$1,128,275	\$381,132	\$4,145,195	\$8,588,713
MERCED	\$3,120,824	\$2,562,140	\$2,117,586	\$549,953	\$7,779,842	\$16,130,345
MODOC	\$1,045,481	\$863,837	\$709,394	\$60,439	\$2,606,258	\$5,285,409
MONO	\$768,998	\$802,224	\$521,791	\$30,521	\$1,917,020	\$4,040,555
MONTEREY	\$3,477,755	\$4,121,235	\$2,359,776	\$823,878	\$8,669,629	\$19,452,272
NAPA	\$1,251,020	\$1,508,416	\$848,860	\$298,490	\$3,118,643	\$7,025,429
NEVADA	\$1,295,548	\$1,616,211	\$879,074	\$300,127	\$3,229,648	\$7,320,609
ORANGE	\$15,903,764	\$28,366,688	\$12,858,534	\$701,276	\$39,646,185	\$97,476,448
PLACER	\$3,539,376	\$5,828,871	\$2,923,531	\$780,054	\$8,823,243	\$21,895,076
PLUMAS	\$863,490	\$1,069,286	\$585,907	\$145,624	\$2,152,576	\$4,816,883
RIVERSIDE	\$13,981,161	\$21,603,692	\$10,208,858	\$1,474,421	\$34,853,366	\$82,121,497

Revised County HUTA and RMRA Revenue Estimates - FY 2021-22						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
SACRAMENTO	\$9,947,267	\$14,174,241	\$7,168,684	\$2,031,264	\$24,797,350	\$58,118,805
SAN BENITO	\$834,757	\$739,499	\$566,411	\$151,120	\$2,080,951	\$4,372,738
SAN BERNARDINO	\$13,313,386	\$20,336,868	\$9,607,297	\$1,381,358	\$33,188,681	\$77,827,590
SAN DIEGO	\$18,418,715	\$30,152,375	\$14,162,784	\$1,863,972	\$45,915,659	\$110,513,505
SAN FRANCISCO*	\$3,567,783	\$4,831,934	\$2,420,862	\$9,600	\$8,894,056	\$19,724,234
SAN JOAQUIN	\$5,611,812	\$7,284,551	\$3,807,806	\$866,028	\$13,989,578	\$31,559,775
SAN LUIS OBISPO	\$3,062,100	\$3,211,501	\$2,077,739	\$627,509	\$7,633,450	\$16,612,299
SAN MATEO	\$4,083,747	\$6,884,622	\$3,167,968	\$276,877	\$10,180,295	\$24,593,508
SANTA BARBARA	\$3,085,972	\$4,193,886	\$2,192,281	\$761,977	\$7,692,960	\$17,927,077
SANTA CLARA	\$9,552,920	\$16,284,611	\$7,330,760	\$287,282	\$23,814,290	\$57,269,863
SANTA CRUZ	\$2,024,729	\$2,699,359	\$1,464,175	\$610,550	\$5,047,409	\$11,846,221
SHASTA	\$2,392,764	\$2,482,489	\$1,623,572	\$394,342	\$5,964,875	\$12,858,042
SIERRA	\$417,855	\$430,464	\$283,529	\$32,499	\$1,041,664	\$2,206,010
SISKIYOU	\$1,711,990	\$1,566,826	\$1,161,644	\$195,885	\$4,267,788	\$8,904,134
SOLANO	\$2,982,827	\$4,417,557	\$2,040,314	\$194,771	\$7,435,831	\$17,071,300
SONOMA	\$4,303,925	\$5,457,938	\$2,920,360	\$885,482	\$10,729,171	\$24,296,877
STANISLAUS	\$4,432,861	\$5,393,398	\$3,007,847	\$693,575	\$11,050,593	\$24,578,274
SUTTER	\$1,346,615	\$1,132,813	\$913,724	\$194,060	\$3,356,950	\$6,944,162
TEHAMA	\$1,504,505	\$1,005,027	\$1,020,858	\$249,186	\$3,750,551	\$7,530,127
TRINITY	\$792,679	\$699,580	\$537,860	\$90,777	\$1,976,054	\$4,096,951
TULARE	\$5,272,542	\$4,391,189	\$3,577,600	\$693,246	\$13,143,819	\$27,078,397
TUOLUMNE	\$1,045,681	\$1,014,918	\$709,530	\$305,829	\$2,606,757	\$5,682,715
VENTURA	\$5,035,512	\$8,267,888	\$3,917,302	\$587,552	\$12,552,930	\$30,361,184
YOLO	\$1,854,019	\$2,049,889	\$1,258,015	\$167,751	\$4,621,848	\$9,951,522
YUBA	\$1,070,504	\$829,685	\$726,373	\$269,000	\$2,668,639	\$5,564,201
TOTALS	\$256,660,500	\$363,026,000	\$188,544,000	\$30,663,546	\$639,824,000	\$1,478,718,046

* county share only



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: Public Works - Roads

TIME REQUIRED

SUBJECT 2021 Special Events Road Closures

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

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

FISCAL IMPACT:

Approximately \$500 per event. These costs result from the assistance provided by the respective Road Districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

CONTACT NAME: Kevin Julian

PHONE/EMAIL: 7609325449 / kjulian@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
📄 Staff Report
📄 Resolution - TOML 4th of July
📄 Resolution - June Lake Tri
📄 Resolution - Gran Fondo
📄 Resolution - Ridge Rambler

History

Time	Who	Approval
6/2/2021 2:50 PM	County Counsel	Yes
6/2/2021 9:36 AM	Finance	Yes
6/4/2021 12:13 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 08, 2021
To: Honorable Chair and Members of the Board of Supervisors
From: Kevin Julian, Road Operations Superintendent
Subject: 2021 Special Event Road Closures

Recommended Action:

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

Fiscal Impact:

Approximately \$500 per event. These costs result from the assistance provided by the respective Road Districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

Discussion:

Special events are held throughout the year in Mono County and are widely recognized as having beneficial impacts to local communities in the form of economic activity and regional notoriety.

Some of the events occur on or near County Roads and include traffic impacts. When such impacts exist, roads must be closed, or traffic controlled in accordance with County policy which includes an approving Board Resolution.

Most of these events have become annual occurrences where the dates and plans are known well in advance. As such, staff has endeavored to gather the requisite information from all known events in 2021 and bring them forward for Board approval at once.

One major event, the **Bridgeport 4th of July Celebration**, is conspicuously not among the listed events today – In 2018, the Board approved Resolution 18-26 which provides the necessary authorization for that event in perpetuity.

TOML Fourth of July Fireworks Spectacular

This annual event requires the closure of a County Road, aka "Substation Road," after the fireworks celebration at Crowley Lake in order to provide a secondary access into the Town of Mammoth Lakes to alleviate traffic caused by the thousands of attendees leaving and returning to Mammoth via US 395.

June Lake Triathlon

The June lake Triathlon has become a popular annual event based on the shores of June Lake. This year, event organizer Alpha Win has requested a temporary road closure on Pinecliff Drive on Saturday, July 10, 2021, from 5:00 a.m. to 5:00 p.m. The request is the same as in 2019 when the event was last held.

Intermittent traffic control will occur on Pinecliff Drive from the intersection of Northshore Drive to the Pinecliff Resort Store and Campsites from 5:00 am to 1:00 pm with 10-15 minute delays for motorists.

Road closure of Pinecliff Drive after the Pinecliff Resort on Saturday, July 10, 2021, from 5:00 am to 5:00 pm, with access to the campground only (but excluding beach access) beginning at 1:00 pm.

Gran Fondo

The Mammoth Gran Fondo has developed detailed traffic control plans for their annual ride, which have been approved and well-implemented in year's past. This year's event is scheduled for September 11th. The same traffic control plans that have been used in year's past will be used again.

Bridgeport Ridge Rambler Half Marathon

The Ridge Rambler Half Marathon race starts at the back side of Twin Lakes, follows Twin Lakes Road to Buckeye Road and finishes at the Forest Service compound at Buckeye Rd and US 395. This event requires the temporary closure of Buckeye Road on the morning of Sept 25th.

Pursuant to Section 982 of the Streets and Highways Code, the attached Resolutions have been prepared for Board consideration and approval.

If you have any questions regarding this item, please contact me at 760-932-5449. I may also be contacted by email at kjulian@mono.ca.gov.

Respectfully submitted,



Kevin Julian
Road Operations Superintendent

Attached:

4 separate Resolutions (21-__x__)



RESOLUTION NO. R21-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS
FOR THE TOWN OF MAMMOTH LAKES FOURTH OF JULY FIREWORKS
CELEBRATION**

WHEREAS, the Town of Mammoth Lakes has requested the temporary closure and use of certain County roads for the purpose of providing the Town of Mammoth Lakes Fourth of July Fireworks Spectacular at Crowley Lake; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

WHEREAS, through the years The Town of Mammoth Lakes Annual Fourth of July celebration at Crowley Lake has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County road shall be temporarily closed and the use thereof granted to the Town of Mammoth Lakes for its Fourth of July Fireworks Spectacular at Crowley Lake, at times and dates listed below:

1. Sherwin Creek Road, with access from the junction of Hwy 395 northbound to the junction of Substation Road (the "old highway") from 9:00 p.m. Sunday, July 4, 2021 until 11:00 p.m. Sunday, July 4, 2021."

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to work with representatives from the California Department of Transportation and the Town of Mammoth Lakes, to effectuate said road closure.

APPROVED AND ADOPTED this 8th day of June 2021, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

1 Clerk of the Board

County Counsel

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RESOLUTION NO. R21-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF A PORTION OF A
COUNTY ROAD IN JUNE LAKE FOR THE ANNUAL JUNE LAKE TRIATHLON
TO BE HELD ON SATURDAY JULY 10, 2021**

WHEREAS, Alpha Win has requested the temporary closure and use of a portion of Pinecliff Drive in June Lake to facilitate activities associated with the annual June Lake Triathlon to be held Saturday, July 10, 2021; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

WHEREAS, the June Lake Triathlon, sponsored by Alpha Win, has resulted in substantial benefits to the residents, businesses and visitors in Mono County.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County streets in the community of June Lake may be closed, used for re-routing traffic and/or have restricted parking areas issued in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to Alpha Win consistent with the times and dates listed below:

1. Intermittent traffic control on Pinecliff Drive from the intersection of Northshore Drive to the Pinecliff Resort Store and Campsite on Saturday, July 10, 2021, from 5:00 am to 1:00 pm.
2. Road closure of Pinecliff Drive after the Pinecliff Resort on Saturday, July 10, 2021, from 5:00 am to 5:00 pm, with access to the campground only (but excluding beach access) beginning at 1:00 pm.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with California Department of Transportation and California Highway Patrol officials to effectuate said road closures and detours.

APPROVED AND ADOPTED this 8th day of June 2021, by the following vote of the Board of Supervisors, County of Mono:

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AYES :
NOES :
ABSENT :
ABSTAIN :

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel



RESOLUTION NO. R21-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE CLOSURE OF CERTAIN COUNTY ROADS AND STATE HIGHWAYS TO
THRU TRAFFIC IN THE MONO LAKE AND LONG VALLEY AREAS
FOR THE 2021 MAMMOTH GRAN FONDO BIKE RIDE**

WHEREAS, the Mammoth Mountain Community Foundation (MMCF) has requested the closure of and use of certain county roads and state highways for bicycle rides associated with the 2021 Mammoth Gran Fondo Bike Ride; and,

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close public roads and highways and grant the use thereof to the managers of said functions; and,

WHEREAS, the Mammoth Gran Fondo Bike Ride, sponsored by the MMCF, has resulted in substantial benefits to Mono County residents, businesses and visitors; and,

WHEREAS, the event has three routes utilizing county roads and state highways with two of the routes requiring closing roads to thru traffic; and,

WHEREAS, the California Highway Patrol (CHP) will perform closure duties near the intersections of U.S. Highway 395 and State Route 120 to Dross Road, State Route 120 at Yellowjacket Road and on Benton Crossing Road at Brown's Town. Additionally there will be barricades with posted signs (Road Closed to Thru Traffic, Bicycles on Roadway) at 21 locations advising motorists entering on to U.S. Highway 120 and Benton Crossing Road on the day of the event.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County roads may be closed to thru traffic in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to the MMCF from 8:00 am until 1:00 pm on Saturday, September 11, 2021:

1. Benton Crossing Road at Brown's Town campground, which is approximately 7 miles east of the junction with U.S. Highway 395, to the junction of State Route 120;
2. The intersection of State Route 120 and Yellowjacket Road;
3. The intersection of State Route 120 and Cattle Drive Road;
4. The intersection of Benton Crossing Road and Barker Mine Road;
5. The intersection of Benton Crossing Road and Deer Springs Road;
6. The intersection of Benton Crossing Road and Chidago Canyon Road;
7. The intersection of Benton Crossing Road and Casa Diablo Road;

- 1 8. The intersection of Benton Crossing Road and Owens Gorge Road;
2 9. The intersection of Benton Crossing Road and Layton Springs Road.

3 **BE IT FURTHER RESOLVED** by the Mono County Board of Supervisors that the
4 following State highways and County roads may be closed to thru traffic in conformance with the
5 State's requirements and the County's Special Events Policy, respectively, and made available to
6 the MMCF from 8:00 am until 1:00 pm on Saturday, September 11, 2020:

- 6 10. State Route 120 from Dross Road to Yellow Jacket Road;
7 11. The intersection of State Route 120 and Test Station Road;
8 12. The intersection of State Route 120 and Sand Flat Cutoff;
9 13. The intersection of State Route 120 and Pilot Springs Road;
10 14. The intersection of State Route 120 and Sage Hen Meadows Road;
11 15. The intersection of State Route 120 and Baxter's Road;
12 16. The intersection of State Route 120 and Black Canyon Road;
13 17. The intersection of State Route 120 and Dobie Meadows Road;
14 18. The intersection of State Route 120 and Adobe Ranch Road;
15 19. The intersection of State Route 120 and McGee Canyon Road;
16 20. The intersection of State Route 120 and River Springs Road;
17 21. The intersection of State Route 120 and Sawmill Meadows Road.

17 **BE IT FURTHER RESOLVED** that in the case of emergency requiring detour to allow
18 residents to access their properties, or for other reasons, the County Department of Public Works
19 shall have the authority to modify the closures as necessary for the protection of public health and
20 safety.

20 **BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the
21 Director of the Department of Public Works to utilize County equipment and personnel and to
22 work with the MMCF and other officials to effectuate said road closures to thru traffic.

22 **APPROVED AND ADOPTED** this 8th day of June 2021, by the following vote of the
23 Board of Supervisors, County of Mono:

23 **AYES** :
24 **NOES** :
25 **ABSENT** :
26 **ABSTAIN** :

26 _____
27 Jennifer Kreitz, Chair
28 Mono County Board of Supervisors

28 ATTEST:

Approved as to Form:

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Clerk of the Board

County Counsel



RESOLUTION NO. R21-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS IN THE
BRIDGEPORT AREA FOR THE 2021 BRIDGEPORT RIDGE RAMBLER**

WHEREAS, the Bridgeport Chamber of Commerce has requested the intermittent closure and use of certain County roads associated with the 2021 Ridge Rambler Half Marathon; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

WHEREAS, public events such as the Ridge Rambler Half Marathon result in substantial benefits to the residents and businesses of Mono County and visitors to the County; and

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that Buckeye Road, a County maintained road, may be closed in conformance with the County's Special Events Policy and made available to the Bridgeport Chamber of Commerce from 7:00am to 12:00pm on Saturday, September 25th, 2021.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel to work with the Bridgeport Chamber of Commerce and other officials to effectuate said intermittent road closures.

APPROVED AND ADOPTED this 8th day of June 2021, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: Public Works - Facilities

TIME REQUIRED

SUBJECT Bridgeport Banner Caltrans
Maintenance Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None at this time. Future cost to the County for maintenance cannot be estimated at this time.

CONTACT NAME: Pamela Smitheman

PHONE/EMAIL: 7609325446 / psmitheman@mono.ca.gov

SEND COPIES TO:

TDublino@mono.ca.gov; PSmitheman@mono.ca.gov;
JBlanchard@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Bridgeport Banner Caltrans Agreement Staff Report
<input type="checkbox"/> Project Specific Maintenance Agreement for Bridgeport Banner

History

Time

Who

Approval

6/3/2021 5:47 PM	County Counsel	Yes
6/3/2021 3:59 PM	Finance	Yes
6/4/2021 12:14 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: May 20, 2021
To: Honorable Chair and Members of the Board of Supervisors
From: Pamela Smitheman, Project Manager
Re: Bridgeport Banner Maintenance Agreement with CalTrans

Recommended Action:

Approve and authorize Board Chair to execute the Project Specific Maintenance Agreement between Mono County and CalTrans for the Bridgeport Banner.

Fiscal Impact:

No fiscal impact at this time. Future funding will be coordinated with CSA 5.

Background:

Plans funded by CSA 5 for the Bridgeport Banner have been submitted to CalTrans for permit approval. Receiving a permit from CalTrans is a critical step in the project's progress. The Project Specific Maintenance Agreement is a CalTrans requirement to receive a permit. Future requests for dedication of CSA 5 funding to build, maintain, and operate the Banner will be forthcoming.

Please contact me at 760-932-5446 or by email at psmitheman@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Pam Smitheman (May 20, 2021 14:28 PDT)

Pamela Smitheman
Project Manager

Attachments: Bridgeport Banner Project Specific Maintenance Agreement

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH COUNTY OF MONO**

This "AGREEMENT" is made effective this _____ day of _____, 2021, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the County of Mono, a political subdivision of the State of California; hereinafter referred to as "COUNTY." Hereinafter, STATE and COUNTY may be individually referred to as a "PARTY" and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. Encroachment Permit Number 0920-NBR-0252 was issued to authorize COUNTY to construct a banner support structure within the STATE right of way of U.S. Highway 395 at Post Mile 76.58, hereinafter referred to as "PROJECT"; and
2. In accordance with Encroachment Permit Number 0920-NBR-0252, PARTIES agreed that prior to or upon PROJECT completion, COUNTY and STATE will enter into an agreement governing the maintenance of PROJECT improvements; and
3. PARTIES mutually desire to identify the maintenance responsibilities of COUNTY for the improvements of PROJECT constructed within the STATE right of way under the Encroachment Permit Number 0920-NBR-0252; and
4. PARTIES do not intend this AGREEMENT to replace or supersede Project Specific Maintenance Agreement for 09-MNO-158 PM R2.7 (Transportation Art-EP 0916-NAP-0205), dated August 2, 2016, executed by PARTIES and governing maintenance of mural improvements located on State Route 158 in June Lake, California.

NOW THEREFORE, PARTIES AGREE AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the COUNTY to maintain in accordance with AGREEMENT.
2. If PARTIES wish to change the maintenance duties, then PARTIES can revise this AGREEMENT as set forth herein.
3. COUNTY must obtain the necessary Encroachment Permits from STATE's District 9 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. This permit will be issued at no cost to COUNTY.

4. COUNTY must obtain the necessary Encroachment Permits from STATE's District 9 Encroachment Permit Office prior to entering STATE right of way to install, maintain, or remove banners from the banner structure. Allowable content on the banner will be established by the encroachment permit, however, neither any printing nor any image on the banners shall include anything that might be construed by a motorist to be a traffic sign or traffic direction of any type, including, but not limited to, any image of any traffic control device identified in the California Manual of Uniform Traffic Control Devices. This permit will be issued at no cost to COUNTY.

5. BANNER SUPPORT STRUCTURE

5.1. COUNTY will maintain, at COUNTY expense, banners, the banner support structure, and all wire crossings of U.S. Highway 395. COUNTY will maintain the banners, the banner support structure, and all wire crossings such that the nineteen (19) foot minimum clearance between the banners/wire crossings and the roadway surface of U.S. Highway 395 is maintained at all times.

5.2. All work by or on behalf of COUNTY will be done at no cost to STATE.

5.3. COUNTY shall remove banners, banner support structures, and wire crossings of U.S. Highway 395 whenever, in the opinion of STATE, it creates a maintenance or operational concern. In the event COUNTY fails to remove banner, banner support structure, and wire crossings, in a timely manner, STATE may remove banners, banner support structure, and wire crossings thirty (30) calendar days following written notification to COUNTY, and STATE will bill COUNTY for all costs of its removal and for the restoration of STATE owned areas to their original condition.

5.4. STATE shall provide COUNTY with timely written notice of unsatisfactory conditions that require correction by COUNTY. However, the non-receipt of notice does not excuse COUNTY from its maintenance responsibilities set forth in this AGREEMENT.

5.5. STATE shall issue encroachment permits for PROJECT to COUNTY and its contractors at no cost.

5.6. STATE will not be responsible for the cost of any maintenance, repair, restoration or replacement of banner, banner support structure, and wire crossings which are damaged by anything STATE does or does not do in the course of normal highway operation and activities. STATE will not be responsible for any damages caused by any vandalism or accidents on the roadway.

6. LEGAL RELATIONS AND RESPONSIBILITIES

- 6.1. Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT or to affect the legal liability of a PARTY by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 6.2. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.
- 6.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under, or in connection with any work, authority or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including section but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this AGREEMENT.

7. PREVAILING WAGES:

- 7.1. Labor Code Compliance- If the work performed under this AGREEMENT is done under contract and falls within the California Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under California Labor Code section 1771, then COUNTY must conform to the provisions of California Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public works. Work performed by COUNTY'S own forces is exempt from the California Labor Code's prevailing wage requirements.
- 7.2. Requirements in Subcontracts - COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this AGREEMENT is a "public works" as defined in California Labor Code Sections 1720(a)(1) and 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.

8. INSURANCE

8.1. SELF-INSURED - COUNTY is self insured. COUNTY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that COUNTY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the PROJECT location as depicted in EXHIBIT A. COUNTY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

8.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by COUNTY's contractor(s), COUNTY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

9. TERMINATION - This AGREEMENT may be terminated by mutual written consent by PARTIES only after thirty (30) calendar days' written Notice of Termination, or by STATE for cause. COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

10. TERM OF AGREEMENT - This AGREEMENT shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 8 above.

11. AMENDMENT – This AGREEMENT may be amended or modified by the mutual consent of PARTIES, so long as such amendment or modification is in written form and executed with the same formalities as this AGREEMENT and is attached to this AGREEMENT to maintain continuity.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

January 29, 2020
County of Mono
Project Specific Maintenance Agreement
For Bridgeport Banner Structure
Mno-395-PM 76.58

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, PARTIES have executed this AGREEMENT as of the day and year first above written.

THE COUNTY OF MONO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Chair
Board of Supervisors

TOKS OMISHAKIN
Director of Transportation

ATTEST:

By: _____
COUNTY Clerk

By: _____
Deputy District Director
Maintenance District

APPROVED AS TO FORM:

By: _____
COUNTY Counsel

APPROVED BY RISK MANAGEMENT:

As to Form and Procedure:

By: _____
COUNTY Risk Manager

By: _____
Attorney
Department of Transportation

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and COUNTY road(s) and facilities)

Placeholder for Location Maps/Project Plan

**EXHIBIT B – LETTER OF CERTIFICATE OF COUNTY OF MONO
STATEMENT OF SELF INSURANCE**

California Department of Transportation
District 9
500 South Main Street
Bishop, CA 93514

_____20__

ATTN: Terry Erlwein, Deputy District Director, Maintenance and Operations

COUNTY OF MONO
Department of Finance

RE: Statement of Self Insurance for the County of Mono (“COUNTY”) Related to Project Specific Maintenance Agreement with State of California Department of Transportation (“STATE”) for the banner support structure along U.S. 395, in Bridgeport, at Post Mile 76.58

Dear Ms. Terry Erlwein,

The purpose of this letter is to certify that the COUNTY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the COUNTY is self-insured covering workers’ compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the COUNTY appropriates funds specifically to satisfy valid third-party claims and workers’ compensation claims, which may be brought against the COUNTY.

The COUNTY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The COUNTY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

FINANCE MANAGER



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: CAO, Public Health

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

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

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time	Who	Approval
6/2/2021 10:30 AM	County Counsel	Yes
5/27/2021 10:51 AM	Finance	Yes
6/4/2021 12:14 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: CAO, Finance

TIME REQUIRED 45 minutes

SUBJECT FY 2021-22 Recommended Budget
Presentation

**PERSONS
APPEARING
BEFORE THE
BOARD**

Janet Dutcher, Finance Director,
Megan Mahaffey, Accountant II

AGENDA DESCRIPTION:

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

The budget development team will present the FY 2021-22 Recommended Budget, which was published on June 4, 2021 in anticipation of the budget public hearing scheduled for June 15, 2021.

RECOMMENDED ACTION:

None. Presentation only followed by discussion.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
2021-22 General Fund Budget Summary
2021-22 Non-General Fund Budget Summary
2021-2022 Recommended Budget – transmittal letter

History

Time	Who	Approval
6/2/2021 10:11 AM	County Counsel	Yes

6/3/2021 5:22 PM

Finance

Yes

6/4/2021 12:14 PM

County Administrative Office

Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer - Tax Collector

TO: Mono County Board of Supervisors

FROM: Janet Dutcher – Mono County, Director of Finance
Megan Mahaffey – Mono County, Accountant II
Bob Lawton – Mono County, CAO
John Craig – Mono County, Assistant CAO

DATE: June 8, 2021

RE: FY 2021-2022 Budget Update

On February 9, staff discussed next year's budget calendar with your Board. The schedule, as adjusted, includes five opportunities for updating you and the public about our budget progress.

- March 2: discuss rate development results
- April 13: update about economics, revenue estimates, base budget development, and structural status of GF deficit
- May 11: budget workshop format, schedule and content, present framework of estimated recommended budget
- June 1: Discuss results from the budget workshop and conclude on final adjustments to the recommended budget
- June 8: present recommended budget

Since the last update on June 1, the budget team finalized the recommended budget and published the budget book contents on the Mono County FY 2021-22 budget portal. This budget update is to present the recommended budget to the Board, staff, and community members, prior to holding the public hearing on June 15.

Today's presentation will cover the following topics:

- Budget policy and fiscal resiliency
- This year's budget approach and key results
- Budget balancing
- Budget overview and the numbers
 - Factors impacting the FY 2021-22 Budget
 - Revenue Analysis
 - Expenditure Analysis
- Positions
- The budget book materials
 - Online at: <https://www.monocounty.ca.gov/auditor/page/2021-2022-budget-portal>
 - What's included and how to read the budget

Mono County FY 2021-22 Key Budget Dates

We look forward on the calendar at these key dates that are rapidly approaching:

- June 15: Public hearing and anticipated budget adoption

**2021-22 RECOMMENDED BUDGET
GENERAL FUND**

		RECOMMENDED BUDGET		
DEPARTMENT	GENERAL FUND BUDGET UNITS	REVENUES	FUND BALANCE USED	EXPENDITURES
Finance	General Non-Departmental	31,672,514	(31,672,514)	-
Clerk/Recorder/Registrar	Board of Supervisors	1,636	606,780	608,416
CAO	County Administrative Officer	3,200	1,473,864	1,477,064
Finance	Department of Finance	427,656	1,885,104	2,312,760
CAO	Farm Advisor	1,000	51,000	52,000
CAO	Veterans Service Officer	-	50,000	50,000
CAO	Agricultural Commissioner	99,000	142,778	241,778
Finance	County MOE (Courts Share of Costs)	-	719,132	719,132
CAO	Public Defender	14,550	938,155	952,705
CAO	Grand Jury	-	21,500	21,500
Assessor	Assessor	410,885	917,019	1,327,904
County Counsel	County Counsel	20,922	1,154,812	1,175,734
Information Technology	Information Technology	307,000	1,513,305	1,820,305
Information Technology	Information Technology-Radio	16,800	241,497	258,297
Clerk/Recorder/Registrar	County Clerk-Recorder	156,598	420,185	576,783
Clerk/Recorder/Registrar	Election Division	23,335	230,162	253,497
Economic Development	Economic Development	5,000	591,134	596,134
Animal Services	Animal Services	25,817	473,957	499,774
Community Development	Planning & Transportation	331,000	945,807	1,276,807
Community Development	Housing Development	15,000	-	15,000
Community Development	Code Enforcement	33,800	256,089	289,889
Community Development	Planning Commission	-	11,471	11,471
Community Development	Building Inspector	159,000	401,691	560,691
District Attorney	District Attorney	246,775	1,423,832	1,670,607
District Attorney	Public Administrator	-	3,973	3,973
District Attorney	Victim-Witness	330,612	-	330,612
Sheriff	Sheriff	1,472,675	5,464,863	6,937,538
Sheriff	Boating Law Enforcement	131,065	-	131,065
Sheriff	Search and Rescue	-	39,332	39,332
Sheriff	Court Security	670,023	-	670,023
Sheriff	Jail	416,640	2,934,421	3,351,061
Information Technology	Emergency Services	127,790	-	127,790
Probation	Juvenile Probation Services	9,000	-	9,000
Probation	Adult Probation Services	372,863	1,465,725	1,838,588
Public Works	Public Works	201,000	874,182	1,075,182
Public Works	County Facilities	35,000	2,821,017	2,856,017
EMS	Paramedics	2,392,126	2,118,182	4,510,308
Finance	GF Transfers & Contributions	150,000	2,581,545	2,731,545
Finance	Contingencies	-	100,000	100,000
TOTAL		40,280,282	1,200,000	41,480,282

**2021-22 RECOMMENDED BUDGET
NON-GENERAL FUNDS**

DEPARTMENT	BUDGET UNIT	RECOMMENDED BUDGET		
		REVENUES	NET FUND BALANCE USED	EXPENDITURES
Finance	General Reserves	-	-	-
Economic Development	Fish Enhancement	103,737	-	103,737
Public Works	Conway Ranch	28,235	-	28,235
Economic Development	Fish & Game Fine Fund	7,600	54,000	61,600
Economic Development	Tourism	287,807	40,000	327,807
District Attorney	DA Grants	125,000	16,325	141,325
Community Development	Geothermal Monitoring	200,000	-	200,000
Public Works	Eastern Sierra Sustainable Recreation	161,470	134,038	295,508
Economic Development	Community Support Programs	44,000	14,800	58,800
Social Services	Social Services	6,220,887	(857,283)	5,363,604
Social Services	AID Programs	-	717,148	717,148
Social Services	General Relief	15,000	-	15,000
Social Services	Senior Services	376,545	-	376,545
Social Services	Public Guardian	84,246	-	84,246
Social Services	Workforce Investment Act	114,966	-	114,966
Social Services	Foster Care (Wraparound)	50,000	-	50,000
Social Services	County Children's Trust Fund	26,925	-	26,925
Social Services	Public Assistance	185,235	-	185,235
Social Services	State /Fed Public Assistance	3,647,366	-	3,647,366
Social Services	DSS 1991 Realignment	775,184	-	775,184
Social Services	DSS 2011 Realignment	1,289,348	-	1,289,348
Behavioral Health	Behavioral Health	1,169,705	-	1,169,705
Behavioral Health	Alcohol & Drug	1,237,285	-	1,237,285
Behavioral Health	MH Services Act	2,308,852	2,414,986	4,723,838
Behavioral Health	BH 2011 Realignment	516,850	472,834	989,684
Public Health	Public Health	4,277,019	36,517	4,313,536
Public Health	Health Education	313,829	-	313,829
Public Health	Bio-Terrorism-Public Hlth	345,042	-	345,042
Public Health	Prop 99 Public Health	150,000	-	150,000
Public Health	Prop 56 Health Education	150,000	-	150,000
Public Health	Environmental Health	1,094,374	-	1,094,374
Information Technology	Homeland Security Grant Program	89,221	-	89,221
Sheriff	Off Highway Vehicle Fund	58,445	(16,340)	42,105
Sheriff	Court Security - 2011 Realign	539,425	130,598	670,023
Sheriff	Medication-Assisted Treatment	50,000	-	50,000
Community Development	CASp	2,000	-	2,000
Finance	Cannabis Taxes	60,000	(57,116)	2,884
Finance	Stabilization fund	160,964	(160,964)	-
District Attorney	DA Diversion Program	7,000	-	7,000
County Counsel	Law Library Fund	3,000	10,150	13,150
CSA	County Service Area #1	190,068	(111,068)	79,000
CSA	County Service Area #2	-	63,700	63,700
CSA	County Service Area #5	58,000	434,000	492,000
Public Works	Zones of Benefit	148,000	(83,600)	64,400
Public Works	Public Safety Power Shutoff	-	72,000	72,000
Finance	Disaster Assistance Fund	329,671	29,344	359,015
Public Works	Road Fund	3,918,293	451,693	4,369,986
Public Works	State & Federal Construction (SB 1)	6,215,039	630,961	6,846,000
Community Development	HOME / CDBG Grants	874,484	-	874,484
Community Development	Community Development Grants	398,414	(15,000)	383,414
CAO	Affordable Housing Reserve	-	175,383	175,383
Public Works	Capital Improvements(CIP)	420,000	110,000	530,000
Information Technology	Emergency Communications Systems Cap Proj	-	-	-
Public Works	Criminal Justice Facility	25,000,000	1,404,164	26,404,164
Public Works	Civic Center Project	414,774	38,554	453,328

**2021-22 RECOMMENDED BUDGET
NON-GENERAL FUNDS**

DEPARTMENT	BUDGET UNIT	RECOMMENDED BUDGET		
		REVENUES	NET FUND BALANCE USED	EXPENDITURES
Finance	Debt Service Fund	1,700,952	(255,554)	1,445,398
Public Works	Airport Enterprise Fund	27,700	10,335	38,035
Public Works	Campground Enterprise Fund	39,000	11,868	50,868
Public Works	Cemeteries Enterprise Fund	3,675	8,840	12,515
Public Works	Solid Waste Enterprise Fund	1,827,000	1,151,753	2,978,753
Public Works	Solid Waste Special Rev Fund	825,000	-	825,000
Public Works	Solid Waste Accelerated. Landfill Closure	500,000	(500,000)	-
Public Works	Motor Pool	1,799,525	806,827	2,606,352
County Counsel	Insurance Fund	2,264,628	31,748	2,296,376
Information Technology	Tech Refresh	615,851	125,770	741,621
Finance	Copier Pool	100,750	1,624	102,374
CAO	Workforce Development	60,000	40,000	100,000
Probation	CCP 2011 Realignment	742,728	(64,772)	677,956
Probation	YOBG 2011 Realignment	141,285	28,917	170,202
Probation	SB 678 2011 Realignment	257,466	141,681	399,147
Probation	JJCPA 2011 Realignment	55,980	(19,457)	36,523
Probation	PRCS 2011 Realignment	10,250	-	10,250
Probation	BSCC 2011 Realignment	100,000	-	100,000
Probation	Juvenile Activities	16,526	(5,746)	10,780
Probation	Drug Court Grant	125,000	-	125,000
Probation	Local Innovation Account	7,334	(7,334)	-
Probation	Proposition 64 Public Health and Safety Gr	279,204	-	279,204
Sheriff	Inmate Welfare	32,500	20,500	53,000
TOTAL		75,775,659	7,676,824	83,452,483



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

June 4, 2021

Board members, Colleagues, and Community Members

We are pleased to present the County of Mono \$125 million fiscal year (FY 2021-2022) Recommended Budget. While the County Budget Act refers to this as the County Administrative Officer's recommended budget, it is a collaborative effort between the CAO's Office, Finance, and all Departments. It is compiled with critical input from stakeholders participating in this year's process. As in previous years, we are reminded that we have an extraordinarily competent team of people who consistently strive to create the best Mono County imaginable. We are again sincerely thankful for the tremendous effort from everyone to make this year's budget the best it can be during fiscally challenging times due to the pandemic.

Importance of the Annual County Budget

The most crucial policy setting action the Mono County Board of Supervisors performs every year is the adoption of our annual budget and the decisions putting this policy into action, which is allocating our scarce resources towards performing essential public services. The development of this budget has taken five months, working collaboratively with all our departments, to propose an integrated spending plan for the next twelve months. We are reminded of who our ultimate customer is, that is all Mono County citizens and visitors. This budget communicates the Board's priorities, focuses our efforts and ultimately drives employee behavior and decision making.

"Nothing is more effective than the rules and results of the budget. Nothing."¹

We are reminded of this as we set the context about how important this budget communicates to our constituents, residents, and visitors about the work the County plans to deliver over the next twelve months using scarce taxpayer resources.

Fiscal Resiliency Reminder

Your Board set fiscal resiliency as a strategic focus area and priority. Adopting a structurally balanced budget where recurring expenditures are fully paid for with recurring revenues with no reliance on carryover balances is a critical step towards achieving this goal, as well as continuing to build and maintain our reserve balances. We are again reminded that this takes patience and a commitment to stay disciplined.

County leadership continues to underscore how having a strong fiscal foundation enables the County to spring back, adapt and grow when the next recession hits. This is the classic

¹ Klein, A. (2019). *City on the line: How Baltimore transformed it's budget to beat the great recession and deliver outcomes*. Lanham, MD: Rowman & Littlefield.

definition of fiscal resiliency. As experience has demonstrated time and again, it is not whether there will be another recession but the difficulty of predicting when the next recession arrives. Why not be prepared regardless by being fiscally resilient. The recommended budget we present to your Board today is not fully indicative of resiliency, but it contains glimpses of our potential to achieve resiliency. It preserves core county services with no negative impact on the County's workforce. It adds needed positions, contains opportunities for employee promotions and advances, and includes crucial market rate adjustments bringing compensation plans in line with our peer counties. Capital outlay to replace and enhance County assets is included, as well as adding to existing Economic Stabilization balances. Furthermore, this is accomplished while making further reductions in the General Fund structural deficit, reducing it from a high of \$6.2 million in FY 2018-19 to the \$1.2 million recommended in this budget for FY 2021-22.

This Year's Budget Journey

This budget characterizes revenue recovery of resources lost because of measures to protect the public from the COVID-19 pandemic. The past 15 months illustrate the difficult contradiction between shutting down the economy, which purposefully put people out of work resulting in many fiscal hardships, to save lives. How do you measure one's job against one's health? This is an example of public leaders having to choose the best of two worse outcomes. It would appear as this budget is being published that these difficult times are behind us for now.

Yet, this budget is not a return to the status quo spending in effect before COVID became an everyday topic of conversation. While recruitment efforts to fill vacant positions continue, this recommended budget reflects vacancy savings of \$211,000, slightly more than last year's savings of \$188,000. This budget is much improved over the last one where COVID induced budget balancing mechanisms included delaying hiring decisions as much as possible to achieve one-time budget savings, and ultimately a balanced budget. And like last year, every single department found ways to reduce, and often delay, non-critical services and supply spending. Service and supply spending in the General Fund alone is \$519,080 less despite robust revenue recoveries.

Budget forecasts for revenues and workforce expenditures are at the maximum precision possible currently. Budgeting with precision moves us closer to a structurally balanced budget without raising taxes, reducing the workforce, or cutting services. But it also lessens the gap between budgets and actual results, and we know from experience this reduces the amount of carryover available for funding future budget deficits. We must be reminded of this so that we make specific plans to increase reserve balances first, before spending down unanticipated surplus funds. This recommended budget includes the contribution of \$160,964, though small and immaterial, to existing reserve balances of \$6 million.

Over the past two months, the budget team met individually with every department, all working together to propose a budget that fits within our available spending resources, prioritizes workforce needs, and delivers on-going services. This recommended budget delivers on this objective.

One consequence arising from budgeting with greater precision is a larger need and frequency of accessing expenditure contingencies. However, this recommended budget reduces the GF contingency budget to a minimum amount of \$100,000, well below traditional policy levels. The

budget team is confident mid-year requests can be primarily funded through the use of budget savings in services and supply budgets. Unspent services and supply appropriations for the County’s General Fund for the past nine years, from FY 2011-12 through FY 2019-20, has ranged from a low of \$804,000 (or 10% of budget) to a high of \$2,660,000 (or 24% of budget), and averaged \$1,700,000 (or 17% of budget) per year.

Available General Fund Carryover Balance for Spending in FY 2021-22

One important outcome of this year’s budget process is achieving a General Fund budget deficit of no more than \$1,200,000. With leadership and support from the Board, the County has made significant progress reducing its all-time high budget deficit of nearly \$6.2 million (in 2019). Accounting work to close the FY 2020-21 fiscal records is still months away from being complete. We will not know how much budget savings for the current year will restore fund balance until this work is complete. We previously estimated GF carryover balance available for spending at \$1,228,000 as presented below. This is assuming 100% execution of the FY 2020-21 budget, as amended.

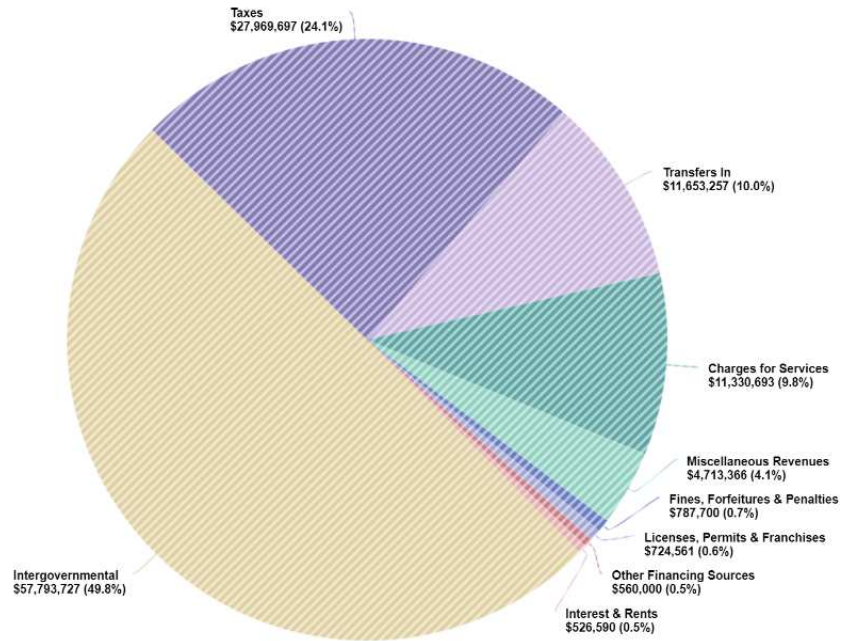
FUND BALANCE AT BEGINNING OF YEAR (July 1, 2020)	\$6,457,000
NOT AVAILABLE FOR SPENDING	
Advances to Solid Waste fund	(99,000)
CDBG/HOME Loans	(887,000)
Prepays and Inventory	(113,000)
FY 2020-21 FORECASTED SURPLUS (DEFICIT)	(2,423,000)
JAIL MATCH – TRANSFER	(707,000)
ADDITIONS TO RESERVE BALANCES	(1,000,000)
PROPOSED FY 2021-22 BASE BUDGET	(1,200,000)
GF CARRYOVER PROJECTED AT JUNE 30, 2022	\$28,000

Of course, the County may benefit from a FY 2020-21 actual deficit (or surplus) which is more favorable than shown above and resulting in a higher carryover balance into this next fiscal year budget. But we cannot comfortably predict this at this time, except the recently completed long-term forecasting and modeling of General Fund finances clearly shows a pattern of underspending appropriations. Any differential should be used to augment County reserve balances or fund one-time spending initiatives such as investing in our interoperable emergency communications system.

The two pie charts below illustrate the countywide recommended budget, as proposed.

2021-22 Countywide Revenues by Type

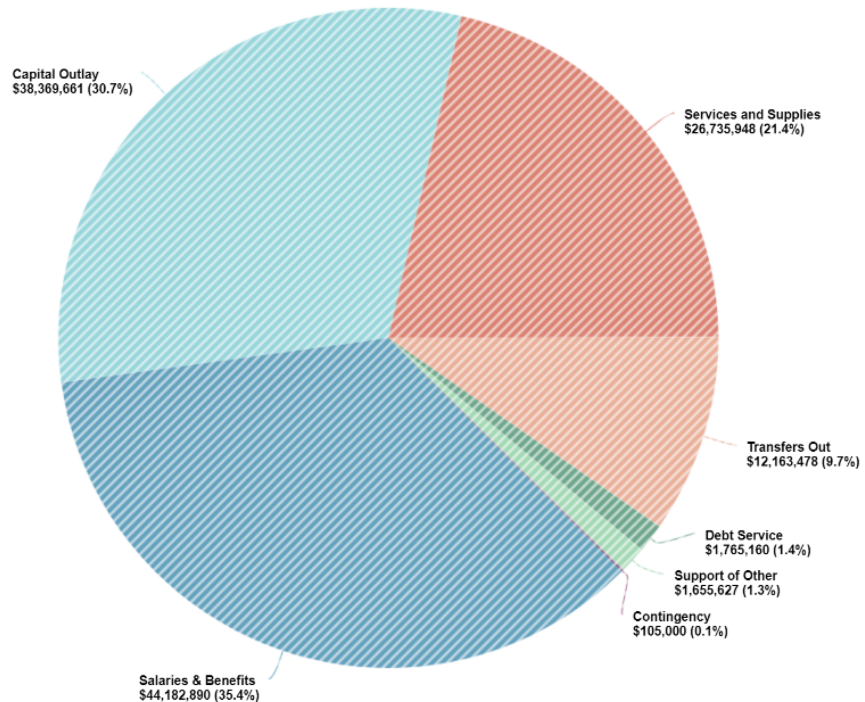
Visualization



Data filtered by Revenues, No Project and exported on June 1, 2021. Created with OpenGov

2021-22 Countywide Expenditures by Type

Visualization



Data filtered by Expenses, No Project and exported on June 1, 2021. Created with OpenGov

Overview of the GF Recommended Budget

The current recommended GF budget is balanced at our target as shown below:

	FY 2020-21 AMENDED BUDGET	FY 2021-22 RECOMMENDED BUDGET	INCREASE (DECREASE)	% CHANGE
RECURRING REVENUES				
Taxes	\$25,253,961	\$27,399,490	\$2,145,529	8.50%
Intergovernmental	4,561,099	4,604,883	43,784	0.96%
Charges for Services	5,727,433	5,980,915	253,482	4.43%
Transfers in	852,940	932,961	80,021	9.38%
Fines, Forfeitures & Penalties	683,150	744,700	61,550	9.01%
All other Revenues	632,493	617,333	(15,160)	(2.40%)
TOTAL RECURRING REVENUES	\$37,711,076	\$40,280,282	\$2,569,206	6.81%
RECURRING SPENDING				
Salaries and other compensation	16,960,927	17,691,887	730,960	4.31%
Benefits	10,139,662	10,866,694	727,032	7.17%
Services and supplies	10,544,236	10,025,156	(519,080)	(4.92%)
Support of others	321,612	582,479	260,867	81.11%
Transfers out	1,226,046	1,227,880	1,834	0.15%
Contingency	321,050	100,000	(221,050)	(68.85%)
TOTAL RECURRING SPENDING	\$39,513,533	\$40,494,096	\$980,563	2.48%
OPERATING DEFICIT	\$(1,802,457)	\$(213,814)	\$1,588,643	(88.14%)
NON-RECURRING SPENDING				
Capital outlay	--	(15,000)	(15,000)	n/a
CARB	(395,000)	(510,222)	(115,222)	29.17%
Civic Center Project	(71,768)	(150,000)	(78,232)	109.01%
First Five visit program	(150,000)	(150,000)	--	0.00%
Transfer jail matching funds	(707,137)	--	707,137	(100.00%)
Transfer to reserves	(1,000,000)	(160,964)	839,036	(83.90%)
DEFICIT	\$(4,126,362)	\$(1,200,000)	\$2,926,362	(70.92%)

General Fund Budget Analysis

Revenues

Property taxes, TOT, and sales taxes are projected to increase by \$1.9 million, reflecting current year growth and recovery of discretionary resources lost during the pandemic. Charges for services increased by \$253,482, or 4.43%. In the aggregate, this year's GF budget incorporates additional revenue of \$2,569,206, or 6.81%, to offset increased operational spending, which ultimately lowers the budget deficit.

Changes in significant revenue categories are summarized in the table below.

SIGNIFICANT REVENUE CATEGORY	BUDGETARY IMPACT
Current secured, unsecured, and unitary property tax revenues (excludes delinquencies and supplemental taxes)	The AB8 valuation from the Assessor in early April showed 2.31% increase over the prior year. The prior year budget reflected increased delinquency rates that did not occur as anticipated. As a result, current property tax revenues are projected to increase by \$984,000, or 5.1%.

SIGNIFICANT REVENUE CATEGORY	BUDGETARY IMPACT
Transient occupancy taxes (excluding the amount allocated to tourism)	As of May, TOT actual receipts for FY 2020-21 have outperformed this year's budget by \$116,294, with no collections yet included for the 4 th quarter. TOT revenues for FY 2021-22 are projected to return to 2019 levels, increasing by \$1.1 million, or 56%.
Bradley-Burns local sales tax (1%)	Sales taxes are projected to increase by nearly \$53,000, or 9.64%. Sales taxes exclude point of sale transactions within the jurisdictional town limits.
Proposition 142 public safety dedicated revenues	Current year collections are \$48,500 short of FY 2020-21 projections with several months of collections remaining. Projections for FY 2021-22 calculated using a four-year average are \$284,000 higher, or 22%.
Excess ERAF	County policy is to budget \$500,000 of this revenue to fund operations with excess amounts being directed towards reserves. The budget was increased above policy levels by \$65,000 to pay for two one-time outstanding contracts. It was increased an additional \$106,422 to balance the budget at the target amount and allow incorporation of policy items requested by departments.
Charges for services	Projected increase of \$253,482, or 4.43%. Charges for services is the aggregation of 47 different objects. Fees with the largest increase include \$150,000 for planning permits (ongoing projects), \$90,000 in facilities and engineering reimbursements from projects, and \$78,500 for A87 reimbursement. IT service contracts decreased by \$113,000 because of completion of the 911 dispatch study for which allied jurisdictions made funding contributions.
Court fines and penalties, vehicle code fines	Based on recent collections, court fines are projected to recover, increasing by \$63,000, or 9.3%.

Expenditures

GF recurring spending has been held to an increase of \$980,563, or 2.48%, more than spending levels in FY 2020-21. Salary and benefit spending are higher by \$1,457,992, or 5.38%. This increase is \$599,032 higher than the increase experienced in recommending the FY 2020-21 budget. Position advancements and promotions add up to new spending of \$313,000, but this amount is offset by a vacancy savings of \$211,000. The new positions, which were timed to start later in the year, total additional spending of \$122,101. The remainder of the increase in workforce costs results from scheduled COLAs and step increases, market rate adjustments for at-will employees, and escalating pension contributions. Departments were successful in finding savings of \$519,080, or 4.92%, in their services and supply budget line items, about half of the savings found in recommending this year’s budget. Yet, this budget includes continuation of some discretionary spending items, including \$104,000 for fish enhancement, \$150,000 for first five home visiting program, \$44,000 to continue financially supporting local community organizations, and \$252,000 for EMS expansion in the Tri-Valley area. Lastly, the recommended budget reflects resiliency in that it recommends a contribution to reserves in the amount of \$160,964.

Changes in significant expenditure objects are summarized in the next table.

SIGNIFICANT EXPENDITURE OBJECTS	BUDGETARY IMPACTS
Salaries	Salaries are higher by \$730,960, or 4.31%. Most of the increase is a combination of 5% steps for most bargaining unit employees and annual COLAs. In the current budget, there were a total of 9 vacancies. This next year, there are 13 vacancies but many of these are expected to be filled prior to the end of the current fiscal year. A total of ten months savings was taken across four positions, for a combined savings of \$129,000. The budget recommends two new positions, one for Community Development and one for Animal Services.
Benefits	Increase of \$727,032, or 7.17%. Pension costs are higher by \$570,829, or 10.6%. A modest 2.26%, or \$66,078, of health care savings is included. Health care savings result from the full year effect of migration to the lower SELECT PERS health care option, but these savings are offset by increasing premiums throughout all plans in the County’s health care program.

SIGNIFICANT EXPENDITURE OBJECTS	BUDGETARY IMPACTS
Services	Service contracts are lower by \$362,882, mostly from eliminating contingency amounts within the objects of professional, consulting, and specialized services. One-time contracts of \$150,000 for fiscal projections and the county-wide fee study included in the current year were reduced to \$65,000, to cover the remaining periods of these two contracts. Special department expense is lower by \$298,291 because the EMS expansion appropriation to White Mountain Fire Protection District was moved to support of others in a non-operating budget unit.
Transfers out	Transfers out to other funds are lower by \$1,350,885. This is because the \$1 million contribution to reserves is reduced to \$160,964 in this proposed budget. The other significant change is that last year's budget included a transfer of \$707,137 to complete the accumulation of the County's local contribution share towards project costs for constructing the new jail. The subsidy to Motor pool to fund vehicle replacements subject to CARB were \$115,222 higher in this budget than the current one, while the contribution to finish the Civic Center project is \$78,323 higher.

What this Recommended Budget includes

If it is included in the budget, then it gets done. If it is not included in the budget, then it does not get done.

The Recommended Budget is balanced, as required by law, using \$1,200,000 of carryover for the General Fund (GF) and \$7,676,824 of carryover from non-general funds, the majority of which is the accumulation of unspent grants and state and federal revenue allocations.

While the following list is not all inclusive, this Recommended Budget includes sufficient resources to achieve the following extensive list:

- Provide core services including public safety, public health, community safety net services, road and infrastructure repairs and improvements, community and economic development services, and governance and administration.

- Funding for all positions with recruitment efforts underway as well as opportunities for staff promotions and advancements.
- The addition of 3 new full-time and 2 part-time seasonal positions.
- Contribution to GF reserve balances (Economic Stabilization) of \$160,964.
- Continuation of an appropriation of \$65,000 with consultants for completing the multi-year fiscal projections and the countywide fee study.
- Appropriations of \$40,000 to engage consultants in strategic planning and governance efforts.
- Appropriation of \$30,000 to continue advancing the County's JEDI program (Justice, Equity, Diversity, and Inclusion).
- Continue EMS expansion in the Tri-Valley region at \$252,000.
- Contribution of \$510,222 towards the replacement of heavy equipment/vehicles subject to CARB regulations.
- Transfer of \$150,000 from the General Fund to the Mono County Civic Center Capital Projects fund to complete audio/visual outfitting, perform sound reduction remediation, and to construct employee safety enhancements in the lobby.
- Continue GF contribution to the First Five Commission at \$150,000 for the home visiting program.
- Continues same level of community grant funding of \$44,000.
- Continues same level of fish enhancement funding of \$103,737.
- Distribution of \$150,000 of proposition 47 public safety funding to our first responder agencies, the same as in previous years.
- Hiring a housing manager or director funded partially with the Whole Persons Care Grant but ultimately by the GF when funding runs out unless other grant resources are identified.
- Collection of rents from departments residing in the Civic Center and appropriations of \$1,271,475 to make debt service payments on the 2019 Civic Center Certificates of Participation obligation.
- Home grant award of \$500,000 for loan gap financing and rent subsidies.
- New and existing CDBG grant awards that includes \$310,000 for subsidized child care, \$250,000 for planning, and \$64,484 for economic development.
- COVID-19 special funding for Public Health aggregating to \$1,843,136 to defray spending in responding to controlling and mitigation the COVID-19 illness. A total of seven limited term positions are included to assist in delivering these public health services to County communities through a specially designated COVID team.
- The former Geothermal Royalty Fund is now the Eastern Sierra Sustainable Recreation Fund and supports the permanent recreation coordinator transition to full-time work for Mono County. Two additional seasonal positions are budgeted to assist in delivering program activities.
- Replacement of vehicles costing \$1,377,169 paid with previously collected capital charges from participating departments (users) plus \$237,000 to replace three additional vehicles using dedicated grant funds.
- Subsidy from the GF to the Road Fund representing the SB1 MOE contribution, which secures the gas tax funded resources to move forward with important road construction projects.

While the above programs are worth highlighting, this budget provides for the delivery of many additional, ongoing services and programs that enhance the quality of life for our citizens and guests. As the County begins to fiscally recover from the loss of core revenues caused by the COVID-19 pandemic, this budget hallmarks elements of resilience characterized by its ability to continue providing and improving public services for our communities. In the Recommended Budget book, you will find spending plans for each County Department. We encourage readers to review the narrative, organizational charts, core services, and next year's goals that each Department provides to assist readers about what each of them plan to accomplish this next year.

What this Recommended Budget does not include

County budgets require give and take and there is never enough money to go around. We anticipate and build this budget to spend within the resources we expect to be available in the next fiscal year – both in additional revenues plus reasonable amounts of carryover balances. It includes appropriation for this County to continue responding to COVID-19 effects, which we expect to continue through the end of September 2021. With the strategic priority of fiscal resiliency, any additional, even critical, expenditures that enhance County fiscal health, fulfill mandates, or satisfy stakeholder funding requests need to be postponed until excess carryover is identified, unanticipated revenues are realized, or budget savings are reasonably anticipated.

To highlight a few items, while still noteworthy, for which this Recommended Budget did not include:

- Unfreezing of three Deputy Sheriff Officer and one Public Safety Officer in the Sheriff Department, and one Community Development Analyst III in the Community Development Department. Currently, the position allocation list closely aligns with the recommended budget.
- Funding to pay for upgrades and replacement of our interoperable emergency communications system.
- Any appropriation for the Air Subsidy. The last time this was funded was in FY 2019-20 for \$35,000.
- Payouts to retiring employees for accumulated vacation, sick leave, and overtime, currently estimated at approximately \$132,000.
- Funding for a project to digitize County records and alleviate concerns about the availability of physical space to continue storing paper copies of records.
- American Rescue Plan Act (ARPA) resources of \$2,805,578 and how the County plans to spent them.
- Contributions of more than \$160,964 to GF contingency reserves that include the general reserve, economic stabilization, and unassigned carryover balance.
- Funding for future investment beyond a pay as you go approach in the County's CARB compliant equipment replacement program.
- Funding for new capital improvement projects or facility replacement.
- Resources to sustain on a permanent basis affordable housing in the unincorporated area of the County. At this time, resources totaling \$852,709 are accumulated to start the fiscal year but likely to be depleted over the next several years.
- Does not address setting aside additional resources to pay down the County's unfunded pension liability of approximately \$56.1 million.

Concluding Comments

The progress made towards a structurally balanced GF budget is demonstrated in this recommended budget proposal, as the County recovers from revenue losses brought about by the pandemic. In terms of progress, the GF budgetary deficit has been reduced by nearly \$5 million (or 81%) over the course of three budget cycles. More importantly, this budget proposal continues delivery of critical core services to citizens, constituents, and visitors while also investing in our workforce with competitive wages and benefits. As emphasized in previous budget efforts, a concern is the number of budget reducing strategies employed towards resolving the immediate budget gap, which presents a challenge in future years to reach a structurally balanced budget, and then maintain it at this level in future years. These strategies are “near-term treatments” and may not fully and holistically solve structural budget imbalances for the long-term, at least not in a reliance kind of way.

Recommended Budget Snapshot

Below is a snapshot of the Recommended Budget. The data below shows that available resources fall short, yet our team of dedicated staff and County leaders continue to advance our County mission, *”To support all our communities by providing superior services while protecting our unique rural environment.”*

<i>FUND TYPE</i>	<i>REVENUES</i>	<i>APPROPRIATIONS</i>	<i>FUND BALANCE SURPLUS (USED)</i>
General Fund	\$40,280,282	\$41,480,282	\$(1,200,000)
Reserves	160,964	--	160,964
Special Revenue	39,679,771	44,268,598	(4,588,827)
CSAs	396,068	699,100	(303,032)
Capital Projects	25,834,774	27,387,492	(1,552,718)
Debt Service	1,700,952	1,445,398	255,554
Enterprise Activities	3,222,375	3,905,171	(682,796)
Internal Service Fund Activities	4,780,754	5,746,723	(965,969)
Total Recommended	\$116,055,940	\$124,932,764	\$(8,876,824)

To learn more about the budget, please visit our website at <https://www.monocounty.ca.gov/auditor/page/2021-2022-budget-portal>. If you have any questions, please contact me at jdutcher@mono.ca.gov.

Respectfully Submitted,

The Mono County Budget Team



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: Economic Development

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jeff Simpson, Economic Development
Manager

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

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

Review and approve letter. Give any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Jeff Simpson

PHONE/EMAIL: 760-924-4634 / jsimpson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
BOS Letter to CDFW

History

Time

Who

Approval

6/2/2021 10:12 AM	County Counsel	Yes
6/3/2021 4:01 PM	Finance	Yes
6/4/2021 12:16 PM	County Administrative Office	Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-4634 • (760) 924-1697 (Fax)

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

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

STAFF REPORT

SUBJECT: Letter to CDFW Regarding Fishing Regulations on the East Walker River.

RECOMMENDATION: Approve letter. Give any desired direction to staff.

BACKGROUND: The California State Fish and Game Commission approved new Statewide Inland Trout Fishing Regulations for the 2021-2022 fishing season. The new regulations close the East Walker River from November 15th through the last Saturday in April and allow increased harvest (from 1 trout to 2 trout) for the full open season and change the tackle restrictions from barbless hooks to barbed hooks.

DISCUSSION: On the May 11, 2021 Board of Supervisors Meeting the board received a letter from the Bridgeport Regional Planning Advisory Committee (RPAC) requesting action to change fishing regulations on the East Walker River. The board directed staff to draft a letter to be approved at a future meeting.

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

FISCAL IMPACT: None.



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

June 8, 2021

Director Charlton H. Bonham
State of California – Natural Resources Agency
Department of Fish and Wildlife (CDFW)
1416 Ninth Street, Room 125
Sacramento, CA 95814

Re: Fishing Regulations on the East Walker River

Dear Mr. Bonham,

For many years, the East Walker River has been a premier fishing destination for residents and visiting anglers in the Eastern Sierra. For over 15 years this body of water has been available for year-round fishing providing a vital economic and recreational opportunity for Bridgeport and the surrounding communities.

This trophy wild trout water, by long tradition primarily a catch and release fishery, has had a year-round season—until now. The new regulations close the East Walker River from November 15th through the last Saturday in April and allow increased harvest (from 1 trout to 2 trout) for the full open season and change the tackle restrictions from barbless hooks to barbed hooks.

We feel the Inland Water Regulations adopted and put in place effective March 1, 2021 for the East Walker are detrimental to the fishery for four reasons:

1. Switching from barbless hooks to barbed hooks is detrimental to the health of the fish and the overall sustainability of the fishery.
2. The increase in fish take will reduce the overall number of fish for a waterway that only receives limited stocked diploid trout.
3. Reduced angling access in the winter resulting in economic damage and a loss in a winter tourism asset for Bridgeport and the surrounding regions.
4. The regulation change does not coincide with other locations in the Eastern Sierra, the California inland regulation simplification menu, or the section of the East Walker River that continues into Nevada.

For these reasons we are requesting an emergency regulation change on the East Walker River and would support catch-and-release angling year-round with barbless artificial lures with a zero trout limit.

On behalf of the Mono County Board of Supervisors, I want to thank you for continuing to work with us on Fish and Wildlife issues in Mono County. Please let us know if we can take any further action to expedite this request. Thank you in advance for your understanding and consideration of our situation.

Respectfully,

Jennifer Krietz, Chair, Mono County Board of Supervisors

CC Via Email:

California Fish and Game Commission

California Department of Natural Resources

Stafford Lehr – Deputy Director, California Department of Fish and Wildlife

Russell Black – Fisheries Supervisors, California Department of Fish and Wildlife

Lt. William C. Dailey – Patrol Lieutenant Inyo/Mono Counties, California Department of Fish and Wildlife

James Erdman – Biologist, California Department of Fish and Wildlife

Jimmy Little – Chair, Bridgeport Valley RPAC

Jessica Strickland – California Inland Trout Program Director, Trout Unlimited

Sandra Jacobson – Director, CalTrout Sierra Headwaters Region



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: Community Development

TIME REQUIRED 45 minutes

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

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director, April Sall,
Planning Analyst

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

- 1) Review and discuss draft comment letter, provide direction to staff regarding revisions to and finalization of the letter;
- 2) Direct staff to incorporate edits and return with a final version for approval at the June 15 meeting, or approve with any desired modifications and authorize the Chair to sign.
- 3) Direct staff to submit the approved letter by the June 22 deadline, and provide direction on making public comment on at the June 22 Board of Forestry public hearing.

FISCAL IMPACT:

None.

CONTACT NAME: Kelly Karl

PHONE/EMAIL: 7609241809 / kkarl@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
MFSR Comment Letter
Attchmnt A: Mono Co Verbal Comments 03-22-21

History

Time	Who	Approval
6/2/2021 12:32 PM	County Counsel	Yes
6/3/2021 4:00 PM	Finance	Yes
6/4/2021 12:16 PM	County Administrative Office	Yes

Mono County Community Development Department

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

Planning Division

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

June 8, 2021

To: Honorable Chair and Members of the Board of Supervisors

From: April Sall, Planning Analyst
Kelly Karl, Associate Planner
Emily Fox, Deputy County Counsel
Wendy Sugimura, Community Development Director

**Re: Board of Forestry & Fire Protection's Draft State Minimum Fire Safe Regulations
2021**

RECOMMENDED ACTION

1. Review and discuss draft comment letter, provide direction to staff regarding revisions to and finalization of the letter;
2. Direct staff to incorporate edits and return with a final version for approval at the June 15 meeting, or approve with any desired modifications and authorize the Chair to sign.
3. Direct staff to submit the approved letter by the June 22 deadline, and provide direction on making public comment on at the June 22 Board of Forestry public hearing.

FISCAL IMPACT

No fiscal impacts are expected at this time. Future fiscal impacts may include a de facto moratorium on areas of the county that cannot meet the new fire safe standards.

BACKGROUND

The Board of Forestry and Fire Protection (BOF) is required under Public Resources Code (PRC) §4290 to adopt minimum fire safety standards for State Responsibility Areas (SRAs) that are applicable to “the perimeters and access to all residential, commercial, and industrial building construction.” The State Minimum Fire Safe Regulations (MFSRs) were established January 1, 1991 and created baseline standards for road access, road and building signage, minimum emergency water supplies, and fuel breaks/greenbelts. In September 2018, the California Legislature passed Senate Bill 901 which expanded the applicability of MFSRs to Local Responsibility Areas (LRAs) in Very High Fire Hazard Severity Zones (VHFHSZs) starting July 1, 2021. In addition, SB 901 also required the BOF to increase the frequency of updates relating to fuel breaks/greenbelts near communities as well as preserve undeveloped ridgelines to reduce fire risk.

DISCUSSION

The BOF initiated the Informal Scoping process for a comprehensive update to the MFSRs in November 2020 and hosted a number of workshops in 2020 and 2021 for members of the public and local jurisdictions to participate in the rulemaking process. In March, the BOF released its third draft of the MFSRs and indicated that the BOF would be authorizing initiation of a 45-day comment period on the 2021 MFSR. The BOF announcement gave jurisdictions very little time

to review the new and previously unreleased version of the MFSR and prepare verbal/written comments for the March 22, 2021, BOF meeting. The BOF received an outpouring of comments from jurisdictions during that meeting concerned with the language proposed in latest version of the MFSR. Mono County Chief Administrative Officer, Robert Lawton submitted a verbal comment at BOF meeting expressing the County's significant concerns with the March draft of the MFSR (see attachments to letter).

At the March 22 BOF meeting, the BOF expressed an openness to incorporating substantive edits into future drafts of the initial MFSR and indicated that an additional 45-day comment period prior to final approval was possible. An updated draft of the proposed MFSR text was released on April 23, 2021, (with only minor technical changes) as part of the Notice of Proposed Action initiating the formal 45-day public comment period. The comment period ends at the conclusion of the public hearing at the June 22 BOF meeting. At this meeting, the BOF may choose to either adopt the April MFSRs or initiate another 45-day comment period with additional revisions to the 2021 MFSRs. Attached is a draft comment letter with proposed redline edits to the MFSRs in response to the BOF's Notice of Proposed Action.

Please contact Wendy Sugimura at 760-924-1814 or wsugimura@mono.ca.gov with any questions.

ATTACHMENTS

1. Draft MFSR Comment Letter with attachments

Mono County Community Development Department

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

Planning Division

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

June 8, 2021

Board of Forestry and Fire Protection
Attn: Ms. Edith Hannigan
Land Use Planning Program Manager
PO Box 944246
Sacramento, CA 94244-2460

Submitted via email.

Dear Board of Forestry and Fire Protection:

The Mono County Board of Supervisors appreciates the opportunity to comment on the Notice of Proposed Action “State Minimum Fire Safe Regulations, 2021.” As an active participant in the Informal Scoping process for the 2021 Minimum Fire Safe Regulations (“MFSRs”) since November 2020, Mono County (“the County”) has the same interest as the Board of Forestry and Fire Protection (“BOF”) in reducing loss of life and property from catastrophic fires. At the March 22, 2021, meeting, the BOF received an outpouring of comments from local jurisdictions concerned that the language released at that time did not appropriately balance our common goal with the realities of land use regulation. During that meeting, Board members expressed an openness to incorporating substantive edits into future drafts of the MFSRs and indicated that an additional 45-day comment period prior to final approval was possible. Regrettably, the updated text released as part of the Notice of Proposed Action on April 23, 2021, contains only minor technical corrections, and does not substantially reflect input from the local jurisdictions. The County sincerely hopes that the BOF was being earnest in its intent to incorporate future edits into the MFSRs prior to final approval. In the text below, the County highlights several significant issues with the April draft of the MFSRs and offers, in good faith, specific textual edits as potential solutions to these issues. Our comments are intended to be constructive while also conveying the seriousness of potential impacts, and in many cases are the same as the comments made by the Rural County Representatives of California (“RCRC”).

The County opposes several elements of the proposed MFSRs including regulations that would create 1) a de facto moratorium on development in the County; 2) direct conflicts with state policy and directives on housing; and 3) presumably unintended consequences. In the spirit of collaboration and cooperation, the County also advocates for a better pathway for cooperation between local jurisdictions and the state in the spirit of good governance.

I. De Facto Moratorium on Development

The County is already severely limited in development potential with only 6% of lands in private ownership. The remaining 94% of lands are in public ownership. Aspects of the proposed MFSRs would create a de facto moratorium on portions of the 6% of available land and would be in direct conflict with state policy and directives to local jurisdictions to increase housing supply, particularly through increased density within existing communities.

1. The application of new road standards to any increased density or use intensity:

Requiring upgrades of existing roads to new road standards, as proposed by draft §1273.00, has the potential to force expenditure of six or seven figure sums for minor development. §1273.00(c) specifies three scenarios where the MFSRs road and driveway standards apply: 1) an application for three or more new parcels, 2) an application for a change of zoning which proposes to increase zoning intensity or density, and 3) an application for a change in a use permit which proposes to increase intensity or density. The threshold for increased density and use intensity is extremely vague and, under Mono County zoning regulations, will be triggered for minor projects such as a <2,500 square-foot kitchen or seating expansion at a local restaurant or a second dwelling unit (other than an accessory dwelling unit) in a residential zone. These projects would have been exempt under the California Environmental Quality Act (CEQA) and therefore relatively simple to process. If extensive access road upgrades are required, however, the project could easily trigger more extensive environmental analysis, which could include a hefty price tag and a significant investment of time.

Further, these road requirements are disproportionate to the impact of these minor developments, are unreasonably prohibitive for new housing developments, are in direct conflict with both State housing directives to increase housing stock and Mono County General Plan policies to promote compact development and may not be legally defensible. These requirements may expose counties to legal liability by forcing the imposition of disproportionate exactions under the Nollan-Dolan standards articulated in *Dolan v. City of Tigard*, 512 E.S. 374 (1994). Furthermore, depending on existing road configuration, established right of way, and ownership patterns or environmental constraints adjacent to the road, these increased standards and dimensions may not be possible which would result in a de-facto moratorium for all properties along the subject road except for low-density, individual single-family residential development.

Suggested Solutions

- 1A. Modify §1273.00(a) “Purpose and Application” of Article 2 Ingress and Egress and 1273.00(c) to apply to new roads, new driveways, and new road/driveway structures only.

“1273.00(a) New Roads, *new* Driveways, and *new* Road or Driveway Structures, whether public or private, unless exempted under 1270.03(b)-(e) (Scope – Exemptions).”

- 1B. Modify §1273.00(c) (1) – (3) to increase the thresholds for application of road standards to existing roads to allow for implementation of minor development projects and minor zoning or use permit changes.

“1273.00(c) *The provisions of this Article and Article 3 (Signing and Building Numbering) shall further apply to any Existing Road, Driveway, or Road or Driveway Structure that provides Access to Building construction which includes*

(1) the permitting or approval of ~~three (3)~~ fifteen (15) or more new parcels, excluding lot line adjustments as specified in Government Code (GC) section 66412(d); or

(2) ~~an application for a~~ construction that increases the size of commercial or industrial uses by 27,000-square feet or more; or

*(3) a change of zoning which ~~proposes to increase zoning~~ increases the intensity or density *permitted on the parcel or parcels within the Perimeter by 20% or more above the zoning applicable on July 1, 2021;* or*

*(4) ~~an application for a change in~~ issuance or amendment of a use permit which ~~proposes to increase use~~ increases the intensity or density *permitted on the parcel or parcels subject to the use permit by 20% or more above the intensity or density permitted on July 1, 2021.*”*

2. The application of new road standards to existing roads, including wildfire rebuilds:

In general, the application of new road standards to existing roads, including wildfire rebuilds, as required by §1273.00 is highly problematic in Mono County. The County has the same objections as noted in the sections above, including the prohibitive cost of upgrades that may not be proportional to the impact of the development and therefore not legally defensible; creation of conflicts with state directives and policy on housing; and the direct conflict with housing stock expansion efforts. In addition, applying new standards to existing development and land use patterns is unreasonable and impractical. The original compliant development or land use was not designed to accommodate the new standards and so meeting the new standards may be prohibitively expensive, create new and unintended problems or impacts such as road expansion into a wetland or thorough a rock face, or simply not be possible depending on right of way, land ownership and lot configurations. Imposing a regulation that has a high probability of being impossible to meet is simply poor public policy and creates a de facto moratorium where existing constraints prohibit compliance.

Further, §1273.00(d) prohibits building construction when access does not meet the minimum requirements specified in §1273.12 (Standards for Existing Roads). This

requirement essentially establishes a moratorium on all development, including ministerial building permits, in areas where private or public roads do not provide all of the following: a 14' traffic lane, native-surfacing for more than 50% of the road's length, and turnouts at the dimensions and intervals described in §1273.09. The native-surfacing requirement alone has the potential to create substantial impacts to rural communities in Mono County, including 40% of roads in the Antelope Valley (including Walker, a community still recovering from the devastating 2020 Mountain View Fire); 54% of roads in the Tri-Valley (Benton, Hammil Valley, and Chalfant), and 39% of roads in Bridgeport. In addition, the majority of County-maintained roads utilize native surface material – a cursory analysis of the impacts of this requirement indicates that approximately 493 miles of County roads would need to be upgraded to meet this requirement in comparison to approximately 185 miles of road that are paved or otherwise improved.

Depending on whether the access in question is public or private, the burden of upgrades could fall to the County or a private property owner. If the burden falls to private property owners, imposition of existing road standards in both a wildfire rebuild scenario as well as a typical residential development scenario would render the construction of new housing stock and the reconstruction of residential structures destroyed in a disaster financially infeasible (which would result in a net loss of available housing). These standards create a barrier to meeting State mandated housing directives and all but the wealthiest property owners would be priced out of constructing or rebuilding a residence. The burdens of these regulations would exacerbate existing environmental justice and equity issues associated with California's housing crisis. The language in this section of the MFSRs must be updated to ensure that the burden of these safety standards is distributed in a just and equitable manner for all Californians.

If the burden of road upgrades falls to the County, the potential environmental impacts of modifying all deficient access to meet these standards will be significant and, depending on the property's configuration, ownership, and any topographical constraints, implementing increased road dimensions and standards may not be feasible or legally possible. The only option available to local jurisdictions to conform to MFSR standards may be eminent domain, which is likely to result in prolonged legal challenges in addition to the prohibitive costs associated with bringing existing roads up to standard. The potential legal matters resulting from takings claims and/or eminent domain, the prohibitive costs of upgrades, and the potential inability to conform in general due to existing constraints results in a de facto moratorium in certain areas of the county and direct conflict with state housing policies and directives.

Suggested Solutions

- 2A. Strike §1273.00(d) in its entirety.

~~“1273.00(d) Notwithstanding any other provision in this Subchapter, Building construction is prohibited where Access is provided by a Road that does not meet the minimum requirements in § 1273.12 (Standards for Existing Roads).”~~

- 2B. Strike §1273.12(b) due to potential environmental justice impacts of requiring existing road upgrades that would be financially infeasible for all but the wealthiest property owners and is in direct conflict with the State’s housing mandate.

~~“(b) Access to Buildings after a Wildfire shall provide for at least one (1) fourteen (14) foot Traffic Lane for a distance of at least twenty two (22) feet at an interval of at least every 400 feet; provided, however, where such Traffic Lanes are not possible due to physical site limitations such as localized topography, slope stability or soil conditions, Access shall provide for locations for vehicles to pass each other at reasonable intervals.”~~

If the BOF rejects eliminating §1273.00(d) and §1273.12(b), then the County advocates for the following:

- 2C. Add a new section to §1270.03 “Scope” exempting scenarios where application of the MFSR standards would result in a taking.

“(g) These regulations shall not apply where application of the regulations would result in a taking or damage private property for public use, without the payment of just compensation therefor under the Constitution of the State of California or the United States.”

- 2D. Add an exemption to §1273.12 “Standards for Existing Roads” related to sensitive environmental areas as suggested in Santa Clara County’s comment letter.

“1273.00(d) The standards in this section shall not apply to portions of Existing Roads in sensitive environmental areas (e.g., creeks, streams, oak woodlands, sensitive and protected species habitat areas) or where compliance would require the removal or severe pruning of native trees that have a circumference of 37.7 inches or more (12 inches or more in diameter) measured at 4.5 feet above the ground or immediately below the lowest branch, whichever is lower, or in the case of multi-trunk trees a trunk size of 75.4 inches in circumference or more (24 inches or more in diameter) or where compliance is not Feasible.”

- 2E. The proposed §1273.13 does not adequately define what surfacing qualifies for improved surface of roads and improving 50% of the surface of graded dirt roads in the county is cost prohibitive. Eliminate this requirement entirely, or require it only in instances when the native surface has been demonstrated to be structurally unsound for bearing the weight of emergency vehicles and define “improved surface of roads” to include gravel or similar substances.

II. Unintended Consequences of the Proposed MFSRs

These changes to the proposed MFSRs have the potential to result in the prohibition of dwelling units in high density community areas with supporting infrastructure, push development to large lots without service infrastructure, constrain housing production, unfairly burden property owners, create substantial legal exposure, and reduce fire safety in existing communities by prohibiting egress-only secondary access roads. Please consider suggestions by the County, RCRC, and other local jurisdictions to avoid these dire consequences.

3. The requirement for 30-foot setbacks on all parcels, including wildfire rebuilds, regardless of size:

The “one-size-fits-all” minimum setback requirement potentially renders undevelopable any parcel ½-acre or less in size and parcels in older subdivisions with one or more narrow or otherwise constraining dimension(s). Most of Mono County’s privately owned parcels are ½ -acre or less in size and account for 63% of all privately held parcels. The existing subdivisions in the County are typically older and have significant size constraints that would make 30-foot setbacks infeasible. For example, in the rural communities in northern Mono County, nine of the 12 older subdivisions in these communities would be severely negatively affected by the 30-foot setback requirement due to parcel size or dimensions, or other constraints. Further, this standard disproportionately affects the County’s most populated and higher density communities where smaller parcels are located and that account for nearly 50% of our population. These higher density community areas are also the most suitable for higher density development due to smaller lots, local businesses within the community providing essential services, and special districts providing services such as water, sewer, and fire protection. The consequence of this policy in the County would be to push development outside of existing communities to larger rural lots lacking basic services, which is in direct conflict with the County’s compact development policies in our General Plan and state housing and planning directives for increased density and infill, and increases the cost of development to private homeowners and to the County for provision of services.

Under the proposed regulations, reduction in the minimum setback is permitted but would require initiation of the “Exception” process specified in §1270.06. The Exception process lacks clarity and would be triggered for most projects proposed in the County’s most developed areas where smaller parcels exist. The documentation and inspections required by the Exception process would be overly burdensome on jurisdictions and local fire protection districts, and unclear standards such as §1276.01(b)(4) will result in confusion and additional burden on local and state jurisdictions to provide interpretations and justifications. For example, the Mono County Building Division is unclear on what measures exceed the requirements of the California Building Code, California Code of Regulations Title 24, Part 2, Chapter 7A which, in Mono County, requires Wildland Urban Interface (WUI) compliance. While a minimum is specified for WUI compliance,

no maximum criteria is established and therefore measures exceeding the standards are not definable.

Further, CAL FIRE is currently the inspection entity in Mono County, and applicants and staff find requests for exemptions and will-serve letters for projects under the existing regulations to be extraordinarily onerous due to lack of response. In some cases, building permits have been held up for extended time periods while awaiting a response. With more restrictive standards that do not acknowledge practical and common realities of existing parcel sizes and configurations, exception requests will increase resulting in a heightened demand on CAL FIRE's time, or more approvals from local jurisdictions as the inspection entity. The lack of clarity and additional approval process associated with exceptions would significantly delay the processing and implementation of planning and building permits for both commercial and residential projects which would negatively impact the County's economic base, future housing stock, and fire victim housing security. Adoption of revised and proposed definitions for "Fire Authority" and "Inspection Entity" is necessary to ensure timely processing and approval of the limited development still permitted under the proposed standards.

Lastly, the proposed MFSR setback requirement exacerbates harm to recent fire victims in the county. Proposed text in §1270.03(c)(1) specifies that wildfire rebuilds are not exempt from these standards if reconstruction/repair encroaches on the minimum 30-foot setback requirements specified in §1276.01. In November 2020, a destructive wildfire swept through one of the County's rural communities burning over 100 parcels and approximately 95 homes/primary residences. After a cursory review of the affected parcels, the County has determined that nearly 30% would be severely and adversely affected by the new proposed 30' setbacks on all sides due to the narrow and long shape of the smaller parcels in this area, including several of the subdivisions in the community. Requiring these constrained parcels to apply for an Exception to minimum setback requirements will unduly burden the property owners of these constrained parcels, many of whom are displaced and suffering the mental health effects of losing their homes. The burden will result in delays that leave residents without a house for longer, exacerbating the local housing crisis and hindering rebuilding efforts.

Suggested Solutions

- 3A. A one-size-fits-all approach does not work; additional flexibility needs to be built into the minimum setback requirements. Recognize that past land divisions have created existing parcel patterns and ownership that have practical implications on the ability to increase setbacks. Reinstate the setback standards prior to the September 6, 2019, update to the MSFR which applied 30' setbacks only to parcels one-acre or greater in size. Even these prior setback standards, which acknowledged the realities of smaller parcels, resulted in challenges and constraints within Mono County communities.

- 3B. Add an administrative variance procedure that allows local land use jurisdictions to reduce setbacks for parcels constrained by size, dimensions, or landforms or other environmental factors to the minimum permitted by local zoning codes provided one or more of the criteria in §1276.01(b) are met.
- 3C. In §1276.01(b)(4), define measures that exceed the requirements in the California Building Code, California Code of Regulations Title 24, Part 2, Chapter 7A for WUI standards.

If the BOF rejects reinstating the previous standards, then the County suggests retaining points B and C above in addition to the following:

- 3D. Add specified timeframes to §1270.06 “Exceptions to Standards” within which the inspection authority must respond to a request for an exception, otherwise the exception is deemed granted. To be consistent with ministerial building permit plan checks timeframes in Mono County, the deemed granted timeframe should be less than 30 days. Longer timeframes have the potential to delay ministerial building permit processing.

“§1270.06(d) Approvals or denials of an exception request shall be made in writing to the applicant or the applicant’s authorized representative within 30 days of the postal or electronic mailing date. If the exception is denied, the written response shall state the basis for denial. If no response is provided, the exception is deemed approved upon expiration of the 30-day response period.”

- 3E. A transition period in alignment with the adoption date of the 2021 MFSRs is needed to ensure a smooth transition for projects currently being processed and those that are currently in the design phase. The County suggests that the MFSRs should apply to new proposals submitted after the approval date of the 2021 MFSRs, to allow projects with applications submitted prior to the approval date to proceed unencumbered by the new regulations.
- 3F. The 30-foot setbacks should not apply to wildfire rebuilds in subdivisions created before these regulations were adopted (i.e., subdivisions created prior to 2020/2021) to enable homeless and displaced residents to shelter their families as quickly as possible and avoid other social and mental health crises that may otherwise result. Mono County provides for wildfire rebuilds and nonconforming structures to be rebuilt as they were originally permitted, provided the nonconformity is not increased or exacerbated. Modify §1270.03(c)(1) to allow for a non-conforming structure exemption for rebuilds.

“§1270.03(d)(1) [formerly 1270.03(c)(1), renumbered with edits] At the discretion of the Local Jurisdiction, and subject to any requirements imposed by the Local Jurisdiction to ensure reasonable ingress, egress, and capacity for evacuation and emergency response during a Wildfire, these regulations shall

not apply to the reconstruction or repair of a Building due to a ~~Wildfire~~ disaster or other cause, subject to the following:

(1) this exemption shall not apply if the reconstruction or repair footprint is altered or expanded from the original structure such that encroachment ~~encroaches~~ on the minimum setback requirements in § 1276.01 Building and Parcel Siting and Setbacks is increased;

(2) this exemption shall not apply if the reconstruction or repair changes the lawful use of the Building or Buildings that had existed ~~previously~~ immediately preceding the disaster or other cause;”

3G. Adopt the revised definitions and proposed definitions for “Fire Authority” and “Inspection Entity,” to prevent delays in the processing and approval of the limited development still permitted under the proposed standards.

(p) Fire Authority: ~~CAL FIRE or any other~~ A fire department, agency, division, district, or other governmental body responsible for regulating and/or enforcing minimum fire safety standards.

() Inspection Entity: The public official or agency responsible for determining whether a proposed Building construction or Development project complies with the standards in the State Minimum Fire Safe Regulations.

4. The application of new road and dead-end road standards to secondary routes for existing roads:

§1273.13 requires secondary routes to meet the standards for new roads, including each new dead-end road being required to connect directly to a through road (a road that is connected to other roads at both ends). This standard is counterproductive and detrimental to County and community-based efforts to increase the fire safety of communities with subdivisions and parcels created before modern MFSRs (prior to January 1, 1991). Many of these communities are constrained by several factors, including infrastructure (existing non-compliant roads, driveways, and dead-end roads as well as an absence of emergency water sources), topographical features, and property ownership limitations (many County communities are surrounded by public lands).

For example, the community of Swall Meadows is a single-access route community with numerous existing non-conforming dead-end roads. The priority hazard identified in the “Town of Mammoth Lakes and Mono County Multi-Jurisdictional Hazard Mitigation Plan” (MJHMP) for this community is wildfire and historically this area has been threatened by a number of fires, most recently the 2015 Round Fire which burned 7,000-acres and destroyed 65 structures. Existing topography, hazard conditions, and public land and private property ownership patterns leaves the community of Swall Meadows very few potential alignments for a secondary access route, none of which are ideal. One potential alignment that would substantially increase the safety of this community would create a new road from an existing dead-end road on the lower section of the neighborhood to a point on the main dead-end road closer to the exit point that connects

to a through road. The travel time to exit the subdivision would be reduced for residents fleeing from wildfire. However, the MFSR provision as written would prevent the construction of this connector road because technically it is a new dead-end road that does not connect to a through road.

The Swall Meadows example is just one of five similar single-access scenarios identified in the MJHMP in four communities (Crowley Lake, McGee Creek, June Lake, and Chalfant).¹ The other communities would similarly be prevented from implementing a feasible secondary access route to increase fire safety by the new road standards which are prohibitive due to cost and practical environmental and land ownership issues. The County recommends revising the standards to allow for a minimum safe egress-only route for existing communities. The standard as currently written makes the perfect an enemy of the good, and the priority for the communities described above should be to provide any type of feasible emergency egress. Requiring a secondary route to meet new road and dead-end road standards as well as road width and load capacity for ingress for emergency vehicles would simply result in no egress at all for these existing at-risk neighborhoods, leaving them subject to evacuation hazards.

Finally, §1273.08(f) has the potential to create undevelopable parcels where a dead-end road is necessary due to landownership patterns (e.g., surrounded by public lands) or other environmental factors and the larger parcel(s) are located beyond the smaller parcel(s). The allowable length of a dead-end road should be based on the cumulative size of all parcels taking access.

Suggested Solutions

- 4A. Add an exemption to §1273.08(d) allowing for a new dead-end road that facilitates reduced travel time to exit a dead-end road area.

*“(d) Each New Dead-end Road shall be connected directly to a through Road (a Road that is connected to other Roads at both ends) **except where a New Dead-end Road is facilitating reduced travel time to exit a Dead-end Road area.**”*

- 4B. Update the language of §1273.13(a) to clarify that only secondary routes associated with new subdivisions and development approvals are required to meet new road standards.

*“(a) Secondary routes **for new subdivisions and development approvals** shall meet the standards for New Roads in this Subchapter and shall provide for legal*

¹ A total of 402 homes are in similar single access scenarios in the HMP. Swall Meadows has 194 residents in 106 homes and 146 structures; the Lakeridge Ranch Estates in Crowley Lake has 32 homes with 35 additional structures; McGee Creek Gregory Lane development has 15 homes and 15 additional structures; the Petersen Tract of June Lake has 140 homes; two Chalfant Communities, White Mountain Estates and West Chalfant Road have 109 homes in total.

and deeded Access that serves as a typical travel way to and from the Building construction.”

- 4C. Add an exemption to §1273.13 to allow for existing development constrained by practical limitations (i.e., topography, hazard zones, or property ownership) to construct an “egress only route” with a minimum 10’ width and a load capacity for a standard SUV/van.

(c) Secondary routes for existing developments that are constrained by practical limitations such as, but not limited to, topography, hazard zones, and property ownership, shall prioritize an egress-only route with a minimum width of one 10’ travel lane that will support a standard sport utility vehicle or passenger van.

- 4D. Modify §1273.08(f) to take into account cumulative size of the parcels taking access from the road.

“(f) Where a New Dead-end Road provides access to differing zoned parcel sizes requiring different length limits, the ~~shortest~~ allowable length shall ~~apply~~ be based on the cumulative size of all parcels taking access from this road.”

5. Miscellaneous Comments & Suggested Solutions

- 5A. The BOF’s intent should not be to limit construction and development, but rather to reduce fire risk as much as possible and increase fire safety to the extent practical. All risk cannot be eliminated, and the realities of existing land use and ownership patterns, environmental features, and practical cost constraints must be acknowledged and recognized.

“(d) By ~~limiting~~ conditioning Building construction in existing neighborhoods and on existing roads and limiting new development approvals in those areas where these minimum Wildfire protection standards are not satisfied, this reduces the risk of Wildfires in these areas...”

- 5B. The definition of a Driveway may not allow for the density outright permitted on multifamily residential parcels or where density has been increased to comply with state housing directives. The result would require these types of parcels to upgrade a Driveway to a Road, which is an unnecessary burden on housing development and in direct conflict with State housing directives. A medication to the definition of a Driveway would increase the consistency between state housing directives and multifamily residential permitted uses. Other proposed changes below are consistent with RCRC’s suggestions.

“(l) Driveway: A vehicular pathway that serves up to two (2) parcels with no more than ~~two (2) Residential Units~~ the maximum number of units permitted explicitly by local land use regulations on those parcels and any number of non-commercial or non-industrial Storage Group S or Utility or Miscellaneous Group U Buildings on each parcel. A Driveway shall not serve commercial or industrial uses ~~at any size or scale~~ of more than 7,200 square feet.”

5C. To be consistent with the definition of Driveway, the following modification to the definition of Road is proposed:

“(gg) Road: A public or private vehicular pathway to more than two (2) parcels, more than ~~four (4) Residential Units~~ the maximum number of units permitted explicitly by local land use regulations on those parcels, or to any industrial or commercial Occupancy of more than 7,200 square feet.”

5D. Ambiguity in proposed section §1270.03 renders it difficult, if not impracticable, to apply. Add language to subsection (a)(4) to clarify the application of this standard.

“(4) applications for Building permits on a parcel approved in a pre-1991 parcel map (including a parcel map waiver pursuant to Government Code section 66428) or tentative map to the extent that ~~conditions-matters~~ relating to the Perimeters and Access to the Buildings were not imposed approved as part of the ~~approval of the parcel or tentative map~~ process.”

In addition, the County is concerned that the proposed MFSRs, particularly those mentioned above, could have the following effects, all of which could be alleviated by the suggestions already provided:

- The ripple effect of reduced revenue on already struggling special districts due to reduced development and population base could result in bankruptcy, eliminating the ability to provide services such as fire protection. The irony is that these special districts are in our higher density community areas where increased development is appropriate and encouraged, but also the most likely to be impacted by the setback and road requirements, as opposed to large, rural lots on well and septic systems.
- The demise of local fire districts would impair fire response, not enhance it. Nearly all fire districts are run by volunteers in Mono County and have extremely limited funding and staffing capacity.
- Where it is even feasible, upgrading roads to new standards may result in unknown environmental impacts to special status species, wetlands, riparian areas, geologic hazards, tribal cultural resources, and other sensitive resources that may have been avoided by the original construction design.
- The regulations will result in significant new expectations of CAL FIRE. Mono County already struggles to extract timely responses from CAL FIRE in response to development proposals, including ministerial building permits. We have received responses from CAL FIRE staff that their expertise lies in fighting wildland fires, not evaluating proposed development projects for compliance with fire safe standards. The regulations as proposed will raise a constant barrage of questions about how to interpret and approve standards, and CAL FIRE must have the staff, capacity, training, and willingness to respond in a timely manner otherwise the entire regulatory system falls apart.

III. Cooperation and Collaboration Between Jurisdictions

This regulatory system is a cooperative effort between the BOF, CAL FIRE staff, and local governments with the common goal of protecting our communities from fire hazards. In the spirit of improving that cooperation, the County raises the following points in the hopes that the BOF will seriously consider the input by Mono County, RCRC, and other local jurisdictions, all of whom are directly affected by the practical consequences of these proposed regulations:

- Leaving unaddressed the presumably unintended consequences and state-level policy conflicts being raised by local jurisdictions is not a good faith effort.
- Rapid and reactionary policymaking in response to recent wildfires that fail to appropriately weigh the costs and implications of those regulatory changes is unwise and results in unintended consequences. Reactionary policy making, as opposed to a deliberative and thoughtful process that incorporates local government comments about practical impacts, is simply poor governance.
- Despite a significant number of thoughtful comments from counties/ local jurisdictions to date in this process, recent drafts have reflected only minor technical updates and have not addressed repeated concerns or proposed language edits. This undermines the public process of engagement and participation with the goal of improving the proposed language and final regulations.
- **Suggested Solution:** Consider the input from local jurisdictions and RCRC and make changes where warranted and recognize the practicalities of existing development patterns and environmental constraints. Take the time to craft thoughtful policy and regulatory solutions to enhance community fire safety with meaningful input from local jurisdictions.

Conclusion

If the intention of the BOF is to implement a productive public process to improve the proposed regulations and result in on-the-ground implementation that considers both the need for enhanced Fire Safe Standards and providing for development, then the BOF has missed the mark. The current draft of the MFSRs hamstring local rural economies even further, creates barriers to housing production within existing rural communities and forces that production to new large-lot subdivisions, and creates conflict with state housing directives. The draft regulations also potentially mandate harmful environmental impacts, create exposure to claims of takings and disproportionate exactions, and impose prohibitive costs of potentially hundreds of thousands to millions of dollars on private landowners (as well as counties and transportation jurisdictions) to support even minor new development. If these are not the intended policy outcomes of the BOF, then these regulations are not yet ready to be released for a 45-day comment period and time should be taken to reconsider and rework them for a revised draft release when the above issues have been appropriately addressed.

The County seeks to reduce fire risk, as does the BOF. However, the proposed regulations appear, at least in part, to use the heavy-handed and clumsy tactic of simply prohibiting all new development. Refinement of the proposed policies is necessary to ensure a

successful regulatory system implemented through state and local cooperation that 1) balances competing priorities and 2) protects lives and reduces losses through good planning that considers the reality of existing constraints and established land use patterns, while allowing for development on private property.

Thank you for your time and consideration of the Board's comments. Should you have any question regarding our comments or wish to discuss our concerns further, please contact Mono County Community Development Director Wendy Sugimura at (760) 924-1814 or wsugimura@mono.ca.gov.

Sincerely,

Supervisor Jennifer Kreitz
Chair, Mono County Board of Supervisors

Attachments:

- A. Mono County's March 22 BOF Meeting Verbal Comment
- B. Mono County's Redline Edits to the Proposed 2021 MSFR

cc: The Honorable Franklin Bigelow, California State Assembly
The Honorable Andreas Borgeas, California State Senate
Town of Mammoth Lakes
Antelope Valley Fire Protection District
Bridgeport Fire Protection District
Chalfant Valley Fire Department
June Lake Fire Protection District
Lee Vining Fire Protection District
Long Valley Fire Protection District
Mammoth Lakes Fire Protection District
Mono City Fire Protection District
Paradise Fire Protection District
Wheeler Crest Fire Protection District
White Mountain Fire Protection District

Good afternoon, Chair Gilless and Members of the Board:

Mono County appreciates the opportunity to comment on the proposed Fire Safe Regulations and register our opposition to regulations that would create direct conflict with state policy and directives on housing.

Mono County's development potential is severely limited, with only 6% of its land under private ownership. The new regulations would create a de facto development moratorium on privately held lands, in opposition to state policy and directives that localities increase housing supply, particularly through increased density within existing communities.

We offer three specific concerns:

1. The proposed requirement for 30-foot setbacks on all parcels, including wildfire rebuilds, regardless of size:

- **We suggest:** A one-size-fits-all approach does not work. Mono County requests the Board retain existing setback standards based on parcel size, and clarify exemptions to define setback reductions, required hardening standards, and the process for approval.

2. The proposed application of new road standards to any increased density or use intensity:

- **We suggest:** Use current CEQA exemptions for the thresholds and provide implementation flexibility based on proportionality of impacts.

3. The proposed application of new road standards to existing roads, including wildfire rebuilds:

- **We suggest:** Applying new road standards only to new projects and roads going forward, including dead-end roads, **given existing roads were not designed for these standards and therefore may be impossible to retrofit.**

For wildfire rebuilds, modify the regulation as proposed by Napa County:

“The Fire Authority has determined access was not a contributing factor in delaying or prohibiting emergency responders from accessing the original structure or for safe evacuation during the disaster and ensures reasonable ingress, egress, and capacity for evacuation and emergency response during future emergencies.”

As proposed, the regulations have the potential to push development to large lots without service infrastructure, constrain housing production, unfairly burden property owners, and create substantial regulatory takings exposure.

These regulations are not yet ready for a 45-day public comment period. Mono County supports Santa Clara County’s request to form a stakeholder group comprised of counties and others for better engagement and feedback. Please consider suggestions by Mono County and other counties to avoid these dire consequences. Thank you.

Title 14 of the California Code of Regulations (14 CCR),

Division 1.5, Chapter 7

Subchapter 2, Articles 1-5

“State Minimum Fire Safe Regulations, 2021”

Subchapter 2. State Minimum Fire Safe Regulations

Article 1. Administration

§ 1270.00. Title.

These regulations shall be known as the “State Minimum Fire Safe Regulations,” and shall constitute the minimum Wildfire protection standards of the California Board of Forestry and Fire Protection.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4102, 4126, 4127 and 4290, Public Resources Code.

§ 1270.01. Definitions

The following definitions are applicable to this Subchapter.

- (a) Access: The Roads on a route from a Building to the nearest Collector Road.
- (b) Agriculture: Land used for agricultural purposes as defined in a Local Jurisdiction's zoning ordinances.
- (c) Board: California Board of Forestry and Fire Protection.
- (d) Building: Any Structure used or intended for supporting or sheltering any use or Occupancy, except those classified as Utility and Miscellaneous Group U **Occupancy**.
- (e) CAL FIRE: California Department of Forestry and Fire Protection.

(f) Clear Width: A horizontal area free of vegetation, debris, fences, or other materials that may impede traffic flow; this area may include flexible posts or barriers **that bend upon vehicular impact and rebound to their original position.**

(g) Collector Road: Roads identified by a Local Jurisdiction as a major or minor, or general, collector road pursuant to Title 23, Code of Federal Regulations, § 470.105 and in conformance with the procedures in the US Federal Highway Administration “Highway Functional Classification Concepts, Criteria, and Procedures,” 2013 Edition, hereby incorporated by reference.

(h) Dead-end Road: A Road that has only one point of vehicular ingress/egress, including cul-de-sacs and looped Roads.

(i) Defensible Space: As defined in California Code of Regulations, Title 14, § 1299.02(a).

(j) Development: ~~As defined in section 66418.1 of the California Government Code~~ **A subdivision of land, or the use or development of land for which the California Building Code requires a permit for construction. Does not include facilities owned or operated by state or local public agencies except for Residential Units.**

(k) Director: Director of the Department of Forestry and Fire Protection or their designee.

(l) Driveway: A vehicular pathway that serves up to two (2) parcels with no more than ~~two (2)~~ **Residential Units the maximum number of units permitted explicitly by local land use regulations on those parcels** and any number of non-commercial or non-industrial **Storage Group S** or Utility or Miscellaneous Group U Buildings on each parcel. A Driveway shall not serve commercial or industrial uses ~~at any size or scale~~ **of more than 7,200 square feet.**

(m) Exception: An alternative means or method to achieve **Substantial Compliance with** a specified standard requested by the applicant subject to § 1270.06 (Exceptions to Standards).

(n) Existing Road: A physical Road constructed and used by vehicles prior to a Development proposal.

(_) Feasible: Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, and technological factors.

(o) Fire Apparatus: A vehicle designed to be used under emergency conditions to transport personnel and equipment or to support emergency response, including but not limited to the suppression of fires.

(p) Fire Authority: A fire department, agency, division, district, or other governmental body responsible for regulating and/or enforcing minimum fire safety standards.

(q) Fire Hydrant: A valved connection on a water supply or storage system for the purpose of providing water for fire protection and suppression operations.

(r) Fuel Break: A strategically located area where the volume and arrangement of vegetation has been managed to limit fire intensity, fire severity, rate of spread, crown fire potential, and/or ember production.

(s) Greenbelts: Agricultural lands, open space, parks, wildlands, or a combination thereof, as designated by Local Jurisdictions, which surround or are adjacent near areas subject to these regulations that may function as Fuel Breaks. ~~to a city or urbanized area, and restrict or prohibit Development.~~

(t) Greenways: Linear open spaces or corridors that link parks and neighborhoods within a community through natural or manmade trails and paths.

(u) Hammerhead/T: A Road or Driveway that provides a “T” shaped, three-point Turnaround space for Fire Apparatus, being no narrower than the Road or Driveway that serves it.

(v) Hazardous Land Use: A land use that presents a significantly elevated potential for the ignition, prolonged duration, or increased intensity of a Wildfire due to the presence of flammable materials, liquids, or gasses, or other features that initiate or sustain combustion. Such uses are determined by the Local Jurisdiction and may include, but are not limited to, power-generation and distribution facilities; wood processing or storage sites; flammable gas or liquids processing or storage sites; or shooting ranges.

(_) Inspection Entity: The public official or agency responsible for determining whether a proposed Building construction or Development project complies with the standards in the State Minimum Fire Safe Regulations.

(w) Local Jurisdiction: The county, city, city/county agency or department, or any locally authorized district that has the authority to regulate Development approve Building construction within a geographic area.

(x) Local Responsibility Area (LRA): Those areas of land **outside a State Responsibility Area and where prevention and fire suppression is not primarily the responsibility of a federal agency not classified by the Board where the financial responsibility of preventing and suppressing Wildfires is that of the state or federal government**, pursuant to Public Resources Code (PRC) section 4125.

(y) Local Road: Roads identified by a Local Jurisdiction as a local road pursuant to Title 23, Code of Federal Regulations, § 470.105 and in conformance with the procedures in the US Federal Highway Administration “Highway Functional Classification Concepts, Criteria, and Procedures,” 2013 Edition, hereby incorporated by reference.

(z) Municipal-Type Water System: A system having water pipes servicing Fire Hydrants and designed to furnish, over and above domestic consumption, a minimum of 250 gpm (950 L/min) at 20 psi (138 kPa) residual pressure for a two (2) hour duration.

() New: Newly constructed or approved after the effective date of the regulations adopting this subdivision.

(aa) New Road: A theoretical Road proposed in a Development application.

(bb) Occupancy: The purpose for which a Building, or part thereof, is lawfully used or intended to be used in compliance with the California Building Code.

(cc) One-way Road: A Road that provides a minimum of one Traffic Lane width designed for traffic flow in one direction only.

() Outdoor Recreation: Activities and non-residential uses compatible with the natural environment, including passive parks, campgrounds, picnic areas, ranger outposts, trails and trail heads and related parking, public restrooms, visitor centers, signage, kiosks, and information booths.

(dd) Perimeter: The boundary of an individual parcel of land, and/or within which lies any Building Construction or in the case of subdivision approval, the boundary of the approved tentative and final parcel map, pursuant to Government Code § 66411.

(ee) Residential Unit: Any lawfully constructed Building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and/or sanitation for one or more persons. Manufactured homes, mobile homes, and factory-built housing are considered residential units, unless being sited or installed as an accessory or junior accessory dwelling unit in accordance with § 1270.03(d) (Scope – Exemptions – ADUs).

(ff) Ridgeline: The line of intersection of two opposing slope aspects running parallel to the long axis of the highest elevation of land.

(gg) Road: A public or private vehicular pathway to more than two (2) parcels, more than ~~four~~

~~(4) Residential Units~~ the maximum number of units permitted explicitly by local land use regulations on those parcels, or to any industrial or commercial Occupancy of more than 7,200 square feet.

(hh) Road or Driveway Structures: Bridges, culverts, and other appurtenant structures which supplement the Traffic Lane or Shoulders.

(ii) Shoulder: A vehicular pathway adjacent to the Traffic Lane.

(jj) State Responsibility Area (SRA): As defined in Public Resources Code sections 4126-4127; and the California Code of Regulations, title 14, division 1.5, chapter 7, article 1, sections 1220-1220.5.

(kk) Structure: That which is built or constructed, a Building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner for which the California Building Code requires a permit for construction.

(ll) Substantial Compliance or Substantially Comply: ~~Nearly complete satisfaction of all material requirements consistent with~~ Satisfaction of the purpose of the applicable State Minimum Fire

~~Safe Regulations~~ minimum standards even though the formal requirements are not satisfied.

Where a specific code standard from the California Fire Code or National Fire Protection Association (NFPA) is referenced in this Article, any sections of the California Fire Code or NFPA standards regarding alternative methods of compliance, equivalencies, or modifications to the specified standards shall constitute substantial compliance with the applicable State Minimum Fire Safe Regulations.

(mm) Substantial Evidence: Enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, in light of the whole record of evidence, even though other conclusions might also be reached. Argument, speculation, unsubstantiated opinion or narrative, or evidence which is clearly erroneous or inaccurate does not constitute substantial evidence. Substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts.

(nn) Traffic Lane: The portion of a Road or Driveway that provides a single line of vehicle travel.

(oo) Turnaround: A portion of a Road or Driveway, unobstructed by parking, which allows for a safe opposite change of direction for Fire Apparatus. Design of such area may be a hammerhead/T or terminus bulb **or as approved by the Local Jurisdiction.**

(pp) Turnout: A widening in a Road or Driveway to allow vehicles to pass.

(qq) Undeveloped Ridgeline: A Ridgeline with no Buildings.

(rr) Utility and Miscellaneous Group U: A Structure of an accessory character or a miscellaneous Structure not classified in any specific Occupancy permitted, constructed, equipped, and maintained to conform to the requirements of Title 24, California Building Standards Code.

(ss) Vertical Clearance: The minimum specified height of a bridge, overhead projection, or vegetation clearance above the Road or Driveway.

(tt) Very High Fire Hazard Severity Zone (VHFHSZ): As defined in Government Code section 51177(i).

(uu) Wildfire: As defined in Public Resources Code Section 4103 and 4104.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1270.02. Purpose.

(a) These regulations have been prepared and adopted for the purpose of establishing state minimum Wildfire protection standards in conjunction with Building construction and Development in the State Responsibility Area (SRA) and, after July 1, 2021, the Very High Fire Hazard Severity Zones, as defined in Government Code § 51177(i) (VHFHSZ). **These regulations shall not apply to any Building construction or Development that occurred or received a discretionary approval or building permit from a local jurisdiction prior to the effective date of the applicable regulation(s).**

(b) Building construction in the SRA and, after July 1, 2021, the VHFHSZ shall provide for minimum Wildfire protection **in accordance with the** standards as specified in the following articles.

(c) These standards shall provide for emergency ingress and egress; signing and Building numbering; private water supply reserves for emergency fire use; vegetation modification, Fuel Breaks, Greenbelts, and measures to preserve Undeveloped Ridgelines. The regulations which follow shall specify the minimums for such standards.

(d) By ~~limiting~~ **conditioning** Building construction **in existing neighborhoods and on existing roads and limiting new development approvals** in those areas where these minimum Wildfire protection standards are not satisfied, this reduces the risk of Wildfires in these areas, which among other things protects the health, safety and welfare of residents, and protects natural resources and the environment.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1270.03. Scope.

(a) These regulations shall apply to:

(1) the Perimeters and Access to all residential, commercial, and industrial Building construction within the SRA approved after January 1, 1991 and those approved after July 1, 2021 within the VHFHSZ, except as set forth below in subsections (b), ~~(c)~~, ~~(d)~~, and ~~(e)~~ through (g) below.

(2) the siting of newly installed commercial modulars, manufactured homes, mobilehomes, and factory-built housing, as defined in Health and Safety Code sections 18001.8, 18007, 18008, and 19971, except where being sited or installed as an accessory or junior accessory dwelling unit as set forth in subsection (d) below;

(3) all tentative and parcel maps or other Developments within the SRA approved after January 1, 1991, and within the VHFHSZ approved after July 1, 2021; and

(4) applications for Building permits on a parcel approved in a pre-1991 parcel map (including a parcel map waiver pursuant to Government Code section 66428) or tentative map to the extent that ~~conditions~~ matters relating to the Perimeters and Access to the Buildings were not imposed approved as part of the approval of the parcel or tentative map process.

(b) These regulations do not apply where an application for a Building permit ~~in the SRA~~ is filed after January 1, 1991 for Development or Building construction on a parcel that was formed from a parcel map (including a parcel map waiver pursuant to Government Code section 66428) or tentative map (if the final map for the tentative map is approved within the time prescribed by the local ordinance) approved prior to January 1, 1991, to the extent that ~~conditions~~ matters

relating to the Perimeters and Access to the Buildings were ~~imposed by~~ **approved as part of** the parcel map or final tentative map **process**. ~~approved prior to January 1, 1991.~~

(1) For this exemption to apply, the parcel map or tentative map that was approved prior to January 1, 1991, shall have imposed conditions **or otherwise regulated the design and improvement of the subdivision** relating to the Perimeters and Access to the Building construction that is the subject of the Building permit application filed after January 1, 1991.

(2) These regulations shall apply to the Building construction to the extent that ~~conditions~~ **matters** relating to the Perimeters and Access to the Buildings were not ~~imposed~~ approved as part of the ~~approval of the~~ parcel map or tentative map **process**.

(c) These regulations do not apply to Development of one new Structure of 1,000 square feet or less or one addition to an existing Structure totaling 1,000 square feet or less that is developed on a parcel after July 1, 2021. This exemption is limited to either one new Structure or addition to an existing Structure per parcel regardless of whether the entire 1,000 square feet is used, and only applies to parcels that were already developed with at least one legal structure before July 1, 2021.

(d) At the discretion of the Local Jurisdiction, and subject to any requirements imposed by the Local Jurisdiction to ensure reasonable ingress, egress, and capacity for evacuation and emergency response during a Wildfire, these regulations shall not apply to the reconstruction or repair of a Building due to a ~~Wildfire~~ **disaster or other cause, subject to the following:**

(1) this exemption shall not apply if the reconstruction or repair **footprint is altered or expanded from the original structure such that encroachment** ~~encroaches~~ on the minimum setback requirements in § 1276.01 Building and Parcel Siting and Setbacks **is increased**;

(2) this exemption shall not apply if the reconstruction or repair changes the lawful use of the Building or Buildings that had existed ~~previously~~ immediately preceding the disaster, or other cause;

~~(3) nothing in this subsection shall be construed to alter the extent to which these regulations apply to the reconstruction or repair of a Building for reasons unrelated to a Wildfire;~~
~~and~~

(4) nothing in this subsection shall be construed to alter the legal character of a Building reconstructed or repaired pursuant to this exemption.

~~(d)~~ (e) These regulations do not apply to the creation of accessory or junior accessory dwelling units that comply with Government Code sections 65852.2 or 65852.22, or any local ordinances enacted thereunder, as applicable, including any local ordinances requiring provisions for fire and life safety.

~~(e)~~ (f) These regulations shall not apply to Greenbelts, Greenways, Roads or parcels used solely for Agriculture, mining, ~~or~~ the management of timberland and harvesting of forest products, or Outdoor Recreation on lands owned or leased by state or local public agencies.

(g) These regulations shall not apply where application of the regulations would result in a taking or damage private property for public use, without the payment of just compensation therefor under the Constitution of the State of California or the United States.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1270.04. Local Regulations.

(a) These regulations shall serve as the minimum Wildfire protection standards applied in SRA and VHFHSZ. However, these regulations do not supersede local regulations which equal or exceed the standards of this Subchapter.

(b) ~~A local regulation~~ **Local regulations** equals or exceeds a minimum standard of this Subchapter only if, at a minimum, the local ~~regulation also fully complies~~ **regulations, as a whole, Substantially Comply** with the corresponding minimum standards in this Subchapter.

(c) A Local Jurisdiction shall not apply exemptions that are not enumerated in this Subchapter. Exceptions requested and approved in conformance with § 1270.06 (Exceptions to Standards) may be granted on a case-by-case basis.

(d) A Local Jurisdiction or Fire Authority may notify the Board upon **its** commencement of any revisions to relevant local regulations. The Board may provide technical assistance to the **requesting** agency during the revision drafting process.

(e) The Local Jurisdiction or Fire Authority may submit their draft regulation to the Board at least 90 days before the first meeting of the Local Jurisdiction or Fire Authority at which the proposed draft will be presented to the public.

(f) The Board may provide recommendations on the draft within 60 days.

(g) Notwithstanding a local regulation that equals or exceeds the State Minimum Fire Safe Regulations, Building construction shall comply with the State Minimum Fire Safe Regulations.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1270.05. Inspections

Inspections shall conform to the following requirements:

(a) ~~The Inspections Entity~~ in the SRA shall be made by:

(1) the Director, or

(2) Local Jurisdictions that have assumed state fire protection responsibility on SRA lands, or

(3) Local Jurisdictions where the inspection duties have been formally delegated by the Director to the Local Jurisdiction, pursuant to subsection (b).

(b) The Director may delegate inspection authority to a Local Jurisdiction subject to all of the following criteria:

(1) The Local Jurisdiction represents that they have appropriate resources to perform the delegated inspection authority.

(2) The Local Jurisdiction acknowledges that CAL FIRE's authority under subsection (d) shall not be waived or restricted.

(3) The Local Jurisdiction consents to the delegation of inspection authority.

(4) The Director may revoke the delegation at any time.

(5) The delegation of inspection authority, and any subsequent revocation of the delegation, shall be documented in writing, and retained on file at the CAL FIRE Unit headquarters that administers SRA fire protection in the Local Jurisdiction.

(c) Inspections in the VHFHSZ shall be made by the Local Jurisdiction or Fire Authority.

(d) Nothing in this section abrogates CAL FIRE's authority to inspect and enforce state forest and fire laws in the SRA even when the inspection duties have been delegated pursuant to this section.

(e) Reports of violations within the SRA shall be provided to the CAL FIRE Unit headquarters that administers SRA fire protection in the Local Jurisdiction.

(f) Inspections conducted by the Director shall be limited to confirming compliance with the State Minimum Fire Safe Regulations. Inspections conducted by the Local Jurisdiction or Fire Authority shall confirm compliance with the State Minimum Fire Safe Regulations. A Local Jurisdiction may, in its discretion, conduct additional inspections with respect to a local regulation that equals or exceeds the State Minimum Fire Safe Regulations.

(g) The Local Jurisdiction shall ~~ensure~~ **require** that any applicable Building construction complies with the applicable sections of this Subchapter.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4102, 4119, 4125, 4290 and 4291, Public Resources Code.

§ 1270.06. Exceptions to Standards.

(a) The requirements in this section apply to requests for Exceptions from the standards in the State Minimum Fire Safe Regulations. Requests for exceptions, variances, or other administrative relief from a local regulation that equals or exceeds the State Minimum Fire Safe Regulations shall be processed in accordance with procedures established by the Local Jurisdiction.

(b) Upon request by the applicant, an Exception to a standards within this Subchapter may be granted by the inspection entity in accordance with § 1270.05 (Inspections).

(1) Exceptions shall only be granted where the Exception provides for Substantial Compliance with the minimum standards provided in this Subchapter, **or to the limited extent that application of a particular standard or standards in this Subchapter are not Feasible.**

(2) Exceptions granted by the inspection entity shall be made on a case-by-case basis only, shall be in writing, and shall be supported by Substantial Evidence. Exceptions granted by

the inspection entity shall be forwarded to the Board and the appropriate CAL FIRE unit headquarters that administers SRA fire protection in that Local Jurisdiction, or the county in which the Local Jurisdiction is located. Exceptions shall be retained on file at both offices for a period of no less than five (5) years.

(c) Requests for an Exception shall be made in writing to the inspection entity by the applicant or the applicant's authorized representative.

(1) Exception requests shall state

(i) the specific section(s) for which an Exception is requested;

(ii) material facts supporting the necessity for an Exception;

(iii) material facts demonstrating the proposed alternative mean(s) is in

Substantially Complies with the State Minimum Fire Safe Regulation for which the Exception is requested **or that compliance with the particular regulation(s) for which the Exception is requested is not Feasible;** and

(iv) a map showing the proposed location and siting of the Exception, including address or parcel number, as applicable.

(2) Local Jurisdictions acting as inspection entities pursuant to § 1270.05 (Inspections) may establish additional procedures or requirements for Exception requests.

(d) Approvals or denials of an exception request shall be made in writing to the applicant or the applicant's authorized representative within 30 days of the postal or electronic mailing date. If the exception is denied, the written response shall state the basis for denial. If no response is provided, the exception is deemed approved upon expiration of the 30-day response period.

(e) Exception decisions may be appealed. The Local Jurisdiction may establish or utilize an appeal process consistent with existing local Building or planning department appeal processes.

(1) In addition to local requirements, the Local Jurisdiction shall consult with the inspection entity prior to making a determination on an appeal.

(2) The inspection entity shall **timely** provide documentation ~~demonstrating how~~ **explaining its conclusion that** the requested Exception does or does not Substantially Comply with the standards in this Subchapter **or is not Feasible**.

(e) If an appeal is granted, the Local Jurisdiction shall make written findings of the Exception's Substantial Compliance, as defined § 1270.01 (Definitions), with the minimum standards in this Subchapter, supported by Substantial Evidence. Such findings shall include a written statement of reasons for overriding the decision of the inspection entity, if necessary. A written copy of these findings shall be provided to the Board and the CAL FIRE unit headquarters that administers SRA fire protection in that Local Jurisdiction, or in the county in which the Local Jurisdiction is located.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1270.07. Distance Measurements.

All specified or referenced distances are measured along the ground, unless otherwise stated.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

Article 2. Ingress and Egress

§ 1273.00. Purpose and Application.

(a) New Roads, **new** Driveways, and **new** Road or Driveway Structures, whether public or private, unless exempted under § 1270.03(b)-(e) (Scope - Exemptions) **and 1273.13(c)**, shall provide for concurrent Fire Apparatus ingress and civilian evacuation, and shall provide unobstructed traffic circulation during a Wildfire emergency as set forth in this Article.

(b) The provisions of this Article and Article 3 (Signing and Building Numbering) shall apply to all New Roads, **new** Driveways, or **new** Road or Driveway Structures. The provisions of this Article and Article 3 (Signing and Building Numbering) shall further apply to all Existing Roads, Driveways, or Road or Driveway Structures within a Perimeter.

(c) The provisions of this Article and Article 3 (Signing and Building Numbering) shall further apply to any Existing Road, Driveway, or Road or Driveway Structure that provides Access to Building construction which includes

(1) the permitting or approval of ~~three (3)~~ **fifteen (15)** or more new parcels, excluding lot line adjustments as specified in Government Code (GC) section 66412(d); or

(2) ~~an application for a~~ **construction that increases the size of commercial or industrial uses by 27,000-square feet or more; or**

(3) ~~a change of zoning which proposes to increase zoning~~ **increases the intensity or density permitted on the parcel or parcels within the Perimeter by 20% or more above the zoning applicable on July 1, 2021; or**

(4) ~~an application for a change in~~ **issuance or amendment of a use permit which proposes to increase use-increases the intensity or density permitted on the parcel or parcels subject to the use permit by 20% or more above the intensity or density permitted on July 1, 2021.**

~~(d) Notwithstanding any other provision in this Subchapter, Building construction is prohibited where Access is provided by a Road that does not meet the minimum requirements in § 1273.12 (Standards for Existing Roads).~~

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.01. Horizontal and Vertical Curves / Curb Radii.

(a) No Road or Road Structure shall have a horizontal inside radius of curvature (measured from the centerline of the inside lane) of less than fifty (50) feet, except as provided for in subsections (b), (c), and (d).

(1) An additional four (4) feet of surface width shall be added to the required widths in § 1273.05 (Road and Driveway Traffic Lane Width and Clear Width) to curves of 50-100 feet radius.

(2) One (1) foot of additional Road width shall be added to curves of 100-200 feet, as illustrated on Figure 1 and Figure 2.

(3) Flexible posts may be placed within the required radius.

(b) Where the operating speed of a Road is 15 miles per hour (mph) or less, an alternative standard to subsection (a) based on modeling performed by a Professional Engineer, as described within the Professional Engineers Act (Chapter 7 of Division 3 of the Business and Professions Code), that demonstrates Fire Apparatus can negotiate the proposed horizontal inside radius satisfies the requirement of this section.

(c) At intersections where on-street parking and bike lanes may be present or where width allows, smaller curb radii or curb extensions to minimize pedestrian exposure and collision

severity are present, the effective turning radius shall not be less than fifty (50) feet as illustrated in Figure 3 below.

(d) At intersections in areas without on-street parking and/or bike lanes where speeds approaching the intersection are less than 15 mph; and traffic volumes on the receiving road are less than 120 vehicles per hour during either an evacuation event or during the peak commute hour, whichever is a higher volume, curb radii of twenty (20) feet based on modeling performed by a Professional Engineer, as described within the Professional Engineers Act (Chapter 7 of Division 3 of the Business and Professions Code), that demonstrates Fire Apparatus can negotiate the proposed horizontal inside radius as illustrated in Figure 4, satisfies the requirement of this section.

(e) The length of vertical curves of roads, exclusive of gutters, ditches, and drainage structures designed to hold or divert water, shall be not less than one hundred (100) feet.

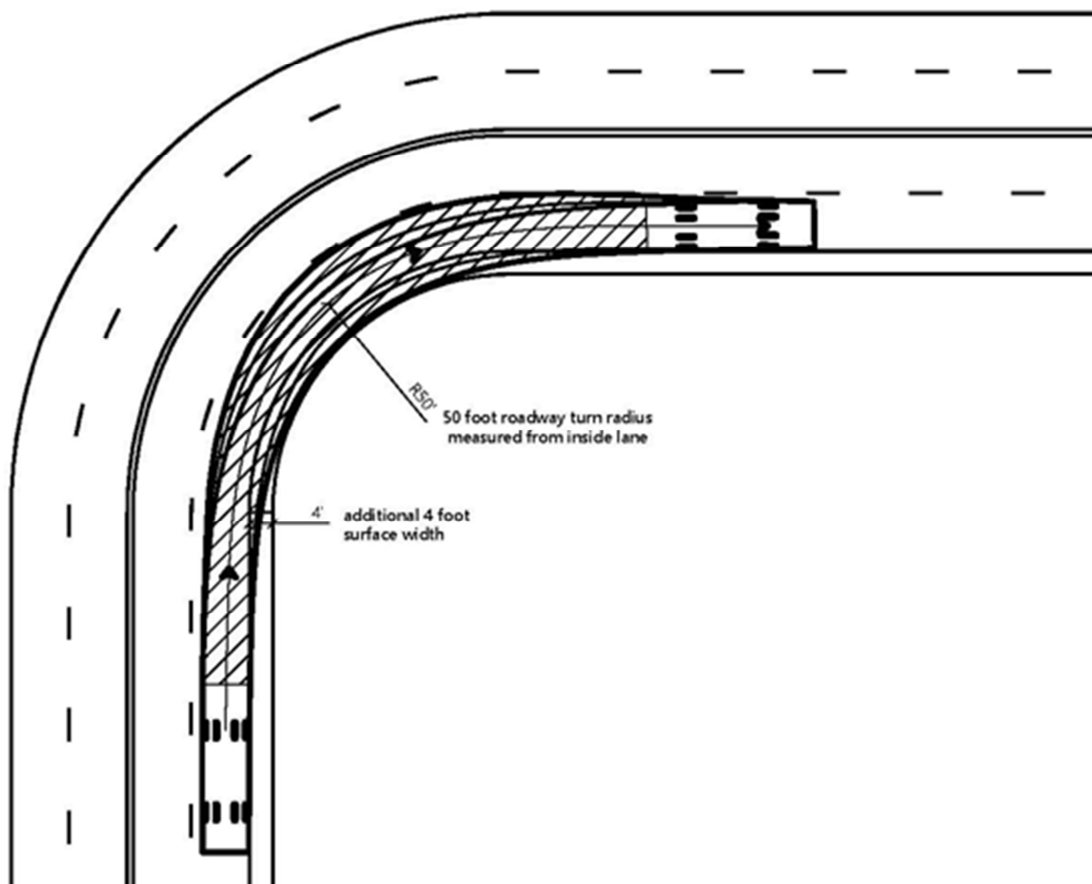


Figure 1

Effective Turning Radius for Horizontal Curvature with 50 Foot Radius

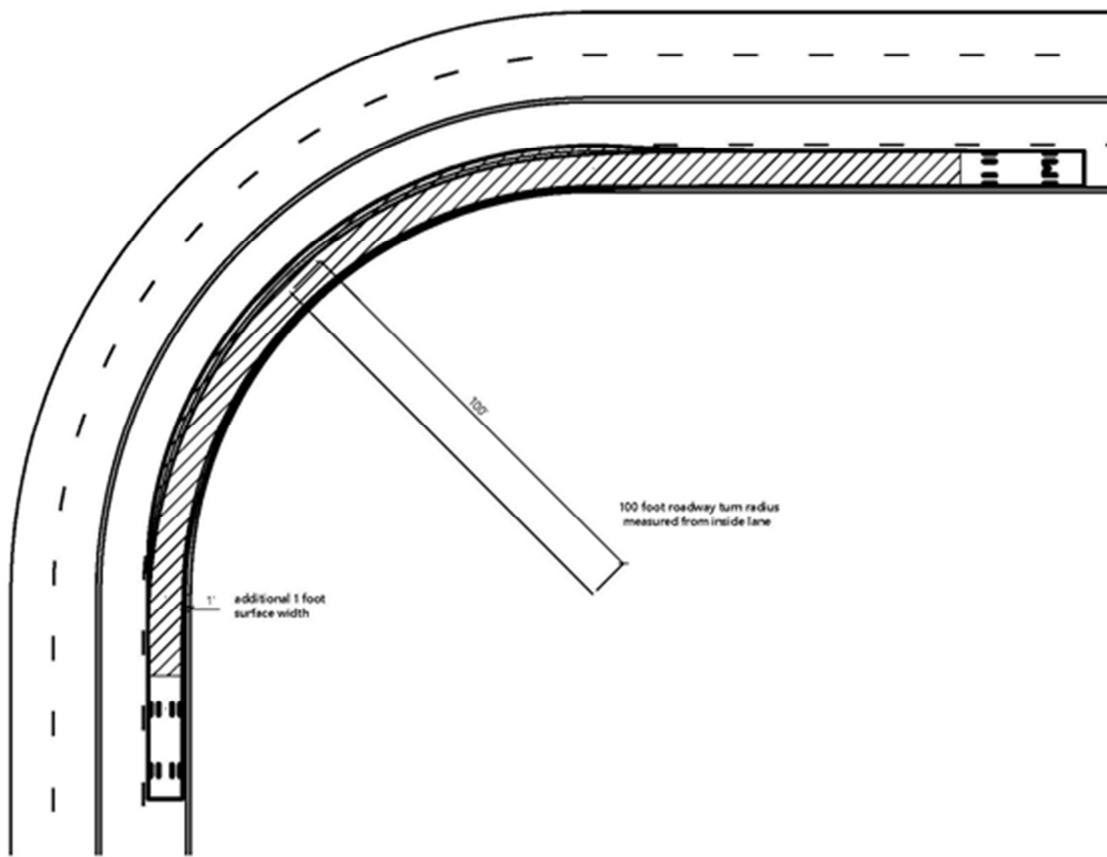


Figure 2

Effective Turning Radius for Horizontal Curvature with 100 Foot Radius

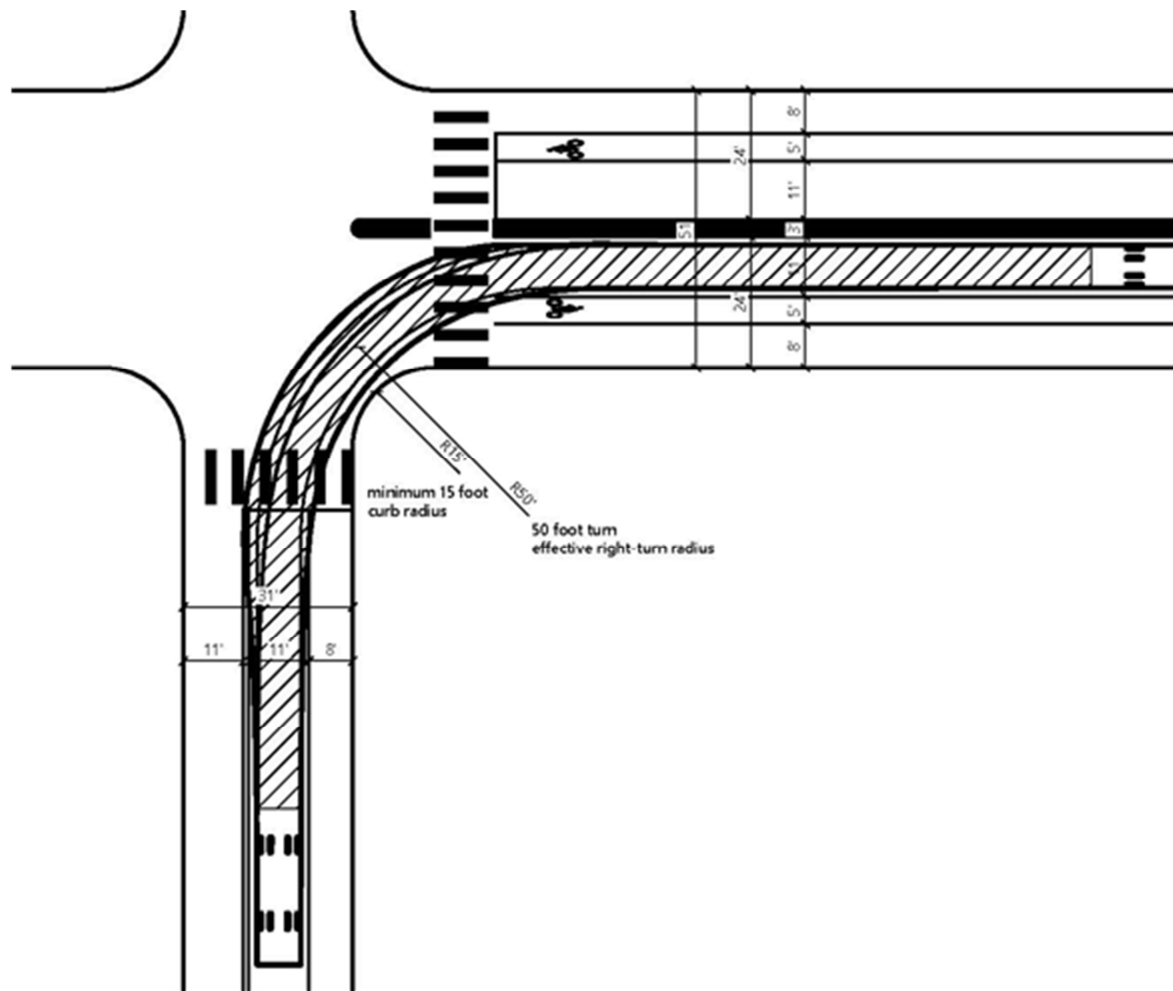


Figure 3

Effective Turning Radius for Intersections with Bike Lanes or Parking

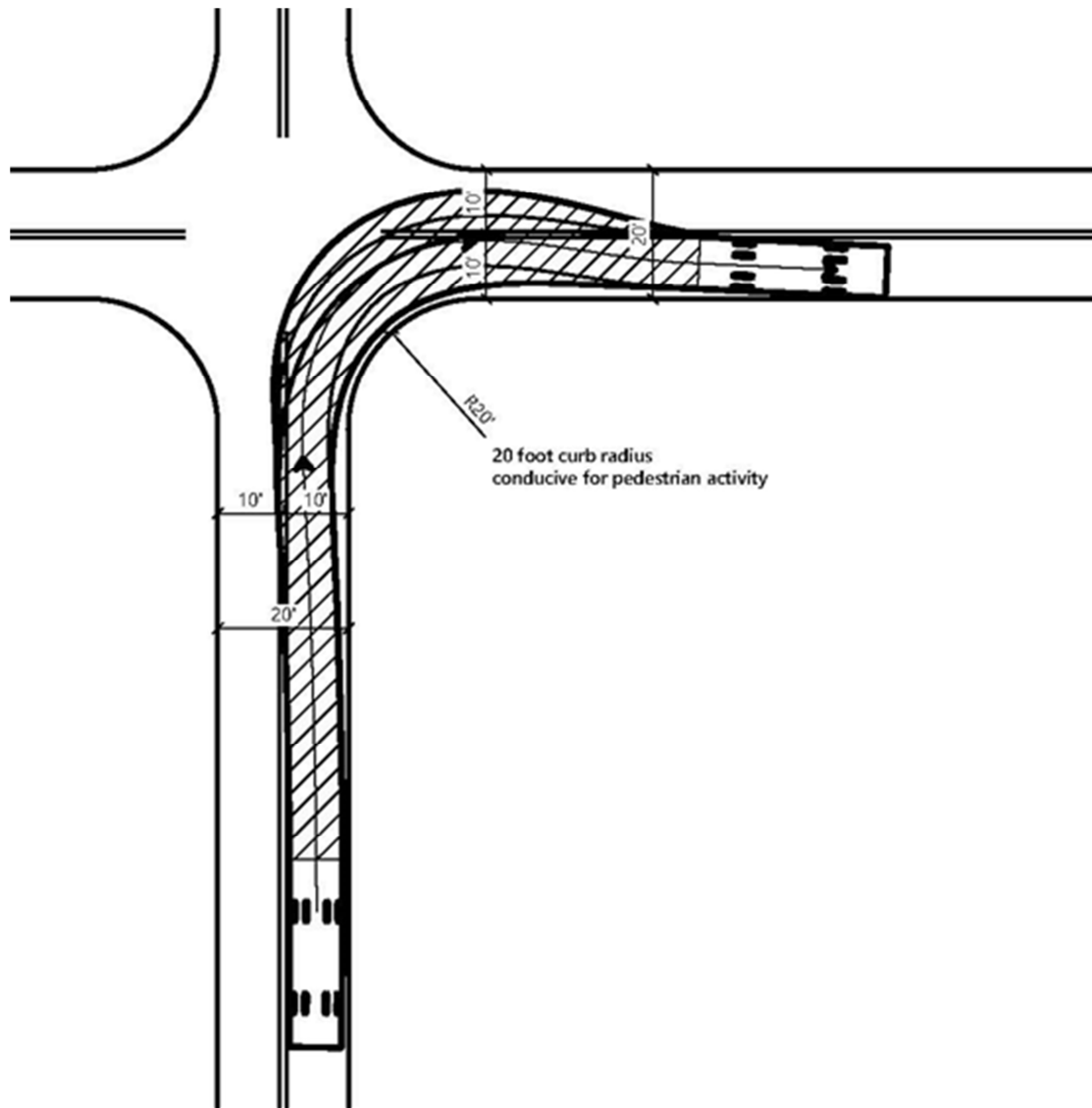


Figure 4

Effective Turning Radius for 20 Foot Wide Road Intersection

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.02. Road and Driveway Surfaces.

(a) Roads shall support the imposed load of Fire Apparatus weighing at least 75,000 pounds. The surface material of the Road shall be non-erodible (including, but not limited to, a binding agent, gravel, lime slurry, or pavement) and designed to support the required weight at all times, including during saturated soil conditions.

(b) Driveways and road and driveway structures shall support at least 36,000 pounds.

(c) The project proponent shall provide certified engineered specifications to support the Road design, if requested by the Local Jurisdiction.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.03. Bridge or Elevated Structures on Roads and Driveways.

(a) Signing in conformance with the requirements in Article 3 (Signing and Building Numbering), shall reflect the capability of each bridge or elevated structure, including but not limited to weight or vertical clearance limitations, one-way road or single Traffic Lane conditions, or bridge weight rating limits.

(b) **New** Bridges and elevated structures shall be designed and constructed to accommodate a gross vehicle weight rating of 75,000 pounds. Vehicle load limits shall be posted at both entrances to bridges.

(1) Bridges or elevated structures may support a maximum weight of less than 75,000 pounds if the Fire Authority **or Local Jurisdiction, as applicable**, verifies that the Fire Apparatus most likely to be used will be under the maximum load weight of the bridge.

(2) If the bridge or elevated structure is designed for a lower weight, then it shall be identified through signing as required in Article 3 (Signing and Building Numbering). In no case shall the bridge or elevated structure be designed to support a weight below 36,000 pounds.

(3) American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges, 17th Edition, published 2002 (known as AASHTO HB-17), hereby incorporated by reference, may be used in lieu of total vehicle weight if bridges and elevated structures are designed and certified by a Professional Engineer, as described within the Professional Engineers Act (Chapter 7 of Division 3 of the Business and Professions Code).

(c) Where elevated surfaces designed for Fire Apparatus use are adjacent to surfaces which are not designed for such use, barriers, signs, and/or other distinguishing features, as approved by the Local Jurisdiction, shall be installed and maintained.

(d) Notwithstanding the above requirements, a bridge or elevated structure with only one Traffic Lane satisfies the requirements of this section so long as it provides for unobstructed visibility from one end to the other and Turnouts at both ends. Bridges or elevated structures with only one Traffic Lane shall be implemented consistent with requirements outlined in § 1273.05 (Road and Driveway Traffic Lane Width and Clear Width).

(e) **New** Bridges and elevated structures shall be constructed of non-combustible materials.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.04. Road and Driveway Grades.

(a) The grades for all **new** Roads and Driveways shall not exceed sixteen (16) percent.

(b) Notwithstanding subsection (a), Road or Driveway grades of 16 to 20 percent satisfy the requirements of this section if the Road has been treated to prevent slippage (including, but not limited to, aggregate treatments, binding agents, and/or paving) and scraping.

(c) Grade transitions shall be constructed and designed to accommodate maximum approach and departure angles of twelve (12) degrees.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.05. Road and Driveway Traffic Lane Width and Clear Width.

(a) All **new** bidirectional Roads shall provide a minimum of two ten (10) foot Traffic Lanes, not including Shoulders ~~or striping~~. Where topographic or other limitations require the two Traffic Lanes to be constructed non-adjacently, each Traffic Lane shall provide a minimum of twelve (12) feet.

(b) All **new** One-way Roads shall provide a minimum of one twelve (12) foot Traffic Lane.

(c) **New** One-way Roads shall maintain a Clear Width of 20 feet. Bidirectional Roads with a center median shall maintain a Clear Width of 20 feet on either side of the median. This Clear Width may include bike lanes, Shoulders, or flexible barriers used as traffic calming devices or to delineate a bicycle facility, or for other uses.

(d) All Driveways shall be constructed to provide a minimum of one (1) ten (10) foot Traffic Lane, fourteen (14) feet Clear Width, and unobstructed Vertical Clearance of thirteen feet, six inches (13' 6").

(e) The Clear Width requirements in this section shall not apply in sensitive environmental areas (e.g., creeks, streams, oak woodlands, sensitive and protected species habitat areas) or where

compliance would require the removal or severe pruning of native trees that have a circumference of 37.7 inches or more (12 inches or more in diameter) measured at 4.5 feet above the ground or immediately below the lowest branch, whichever is lower, or in the case of multi-trunk trees a trunk size of 75.4 inches in circumference or more (24 inches or more in diameter) or where compliance with the requirements is not Feasible.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.06 Road and Driveway Vertical Clearances

(a) New Roads and Driveways shall provide for a minimum of thirteen feet and six inches (13' 6") of unobstructed Vertical Clearance.

(b) The Vertical Clearance requirements in this section shall not apply to portions of Roads in sensitive environmental areas (e.g., creeks, streams, oak woodlands, sensitive and protected species habitat areas) or where compliance would require the removal or severe pruning of native trees that have a circumference of 37.7 inches or more (12 inches or more in diameter) measured at 4.5 feet above the ground or immediately below the lowest branch, whichever is lower, or in the case of multi-trunk trees a trunk size of 75.4 inches in circumference or more (24 inches or more in diameter) or where compliance with the requirements is not Feasible.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.07 Maximum Lengths of New One-Way Roads

(a) In no case shall a New One-Way Road exceed 2,640 feet in length.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.08 Maximum Lengths of New Dead-end Roads

(a) The maximum length of a New Dead-end Road **or group of Dead-end Roads** shall not exceed the following cumulative lengths:

(1) for Roads with parcels zoned not to exceed one (1) acre - 800 feet;

(2) for Roads with parcels zoned up to 4.99 acres - 1,320 feet;

(3) for Roads with parcels zoned for 5 acres or larger - 2,640 feet.

(b) All New Dead-end Roads shall meet the Turnaround requirements in § 1273.10 (Road and Driveway Turnarounds).

(c) All New Dead-end Roads shall meet the width requirements in § 1273.05 (Road and Driveway Traffic Lane Width and Clear Width).

(d) Each New Dead-end Road **or group of Dead-end Roads** shall be connected directly to a through Road (a Road that is connected to other Roads at both ends) **except where a New Dead-end Road is facilitating reduced travel time to exit a Dead-end Road area.**

(e) The length of New Dead-end Roads **or group of Dead-end Roads** shall be measured from the center line of the through Road it connects to, to the terminus of the Dead-end Road at its farthest point.

(f) Where a New Dead-end Road provides access to differing zoned parcel sizes requiring different length limits, the ~~shortest~~ allowable length shall **apply be based on the cumulative size of all parcels taking access from this road.**

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.09 Road and Driveway Turnouts

- (a) Turnouts shall be a minimum of twelve (12) feet wide from the shoulder stripe, twenty-two (22) feet long with a minimum twenty-five (25) foot taper on each end and be facilitated outside of the Traffic Lane to accommodate one passenger vehicle as illustrated on Figure 5.
- (b) On One-way Roads and Dead-end Roads over 400 feet in length, a Turnout shall be located at approximately the midpoint of the Road, in addition to any other Turnouts Required.
- (c) Turnouts shall be provided no more than 400 feet apart on One-way Roads or on Roads that do not meet the width requirements.
- (d) Driveways that are less than 20 feet wide and exceed 150 feet in length shall require a Turnout.
- (e) Driveways greater than 150 feet in length and less than 800 feet in length shall provide a Turnout near the midpoint of the Driveway.
- (f) Where the Driveway exceeds 800 feet, Turnouts shall be provided no more than 400 feet apart.

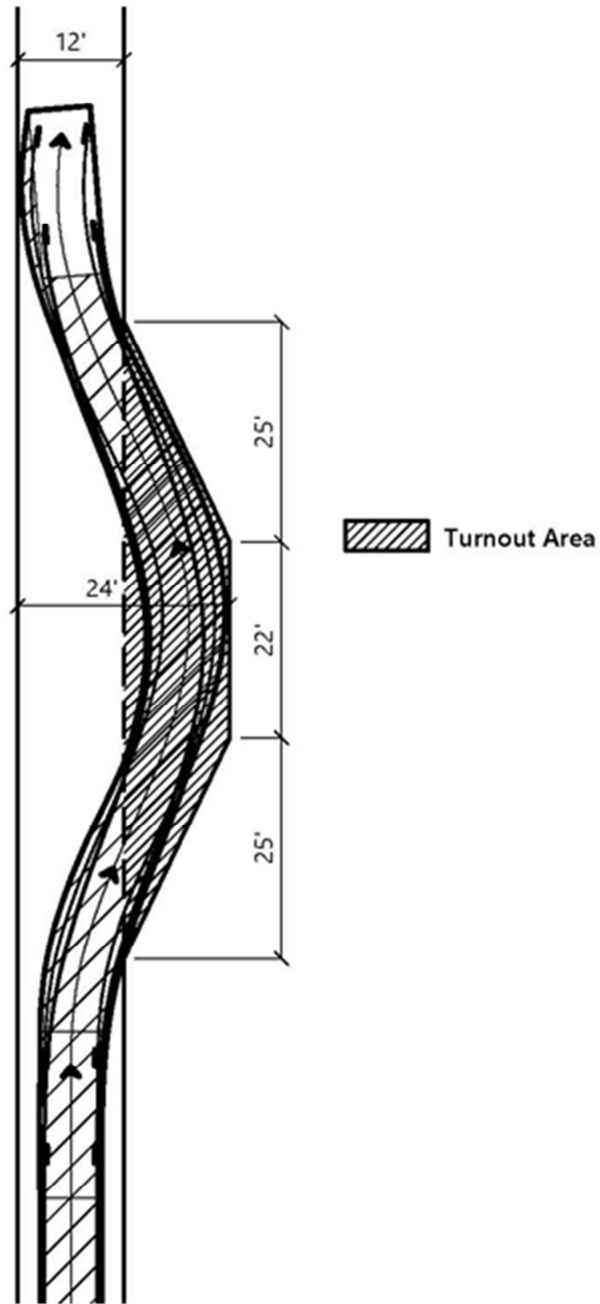


Figure 5

Turnout Dimensions

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.10 Road and Driveway Turnarounds

- (a) Each Dead-end Road shall have a Turnaround constructed at its terminus. Where a Dead-end Road crosses parcels zoned for five (5) acres or larger, a Turnaround shall also be provided halfway along the Dead-end Road.
- (b) A Turnaround shall be provided on Driveways over 300 feet in length and shall be within fifty (50) feet of the Building.
- (c) A Turnaround shall meet one of the following requirements in accordance with Figures 6.1, 6.2, or 6.3.
- (d) Turnarounds with a radius smaller than 40 feet, shown in Figures 6.2 and 6.3 below, may be approved by the Local Jurisdiction when physical constraints prohibit the ability to install a 40-foot Turnaround.
- (e) The center of the Turnaround shall remain clear of vegetation or decorative elements.
- (f) If a hammerhead/T is used instead, the top of the “T” shall be a minimum of sixty (60) feet in length.

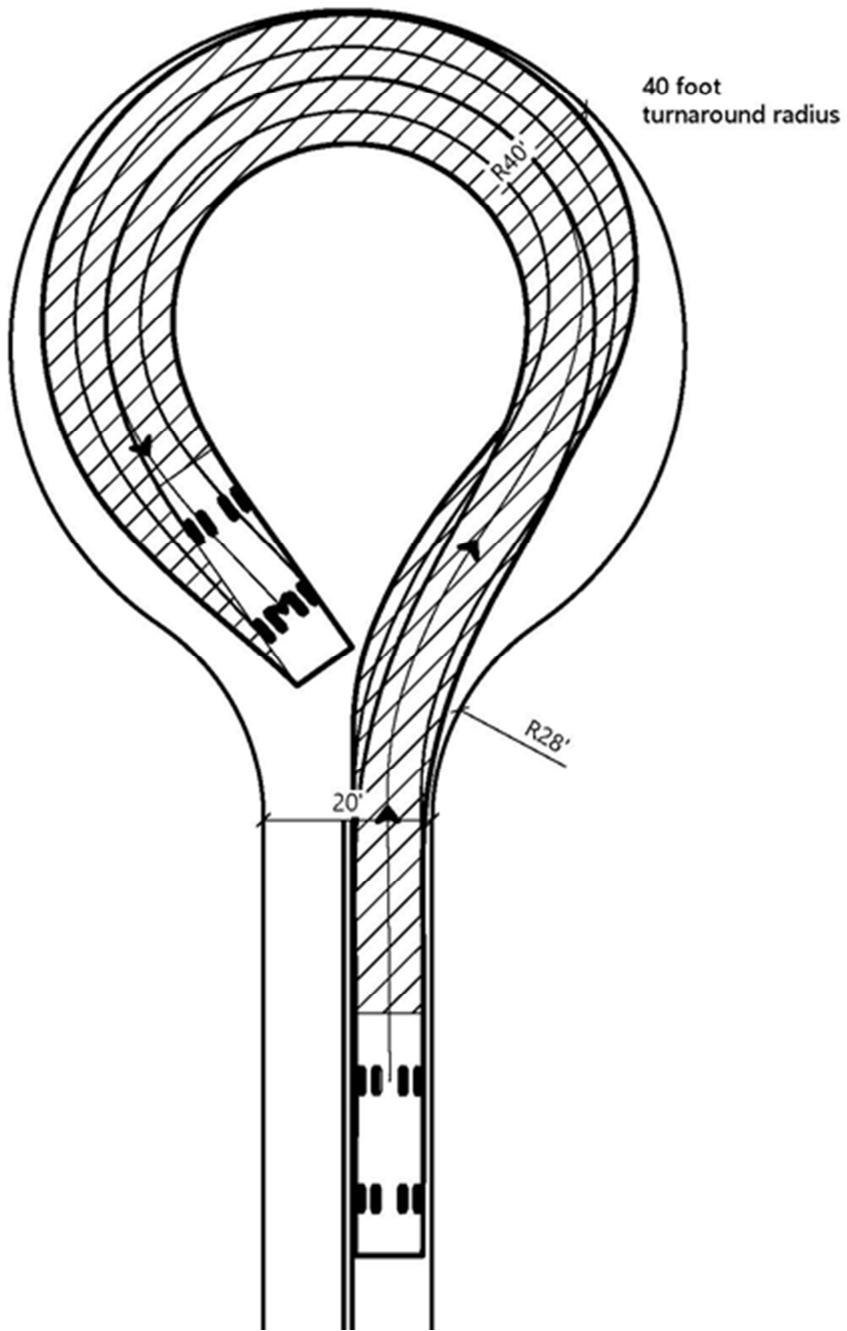


Figure 6.1

Turnarounds with 40-foot radius

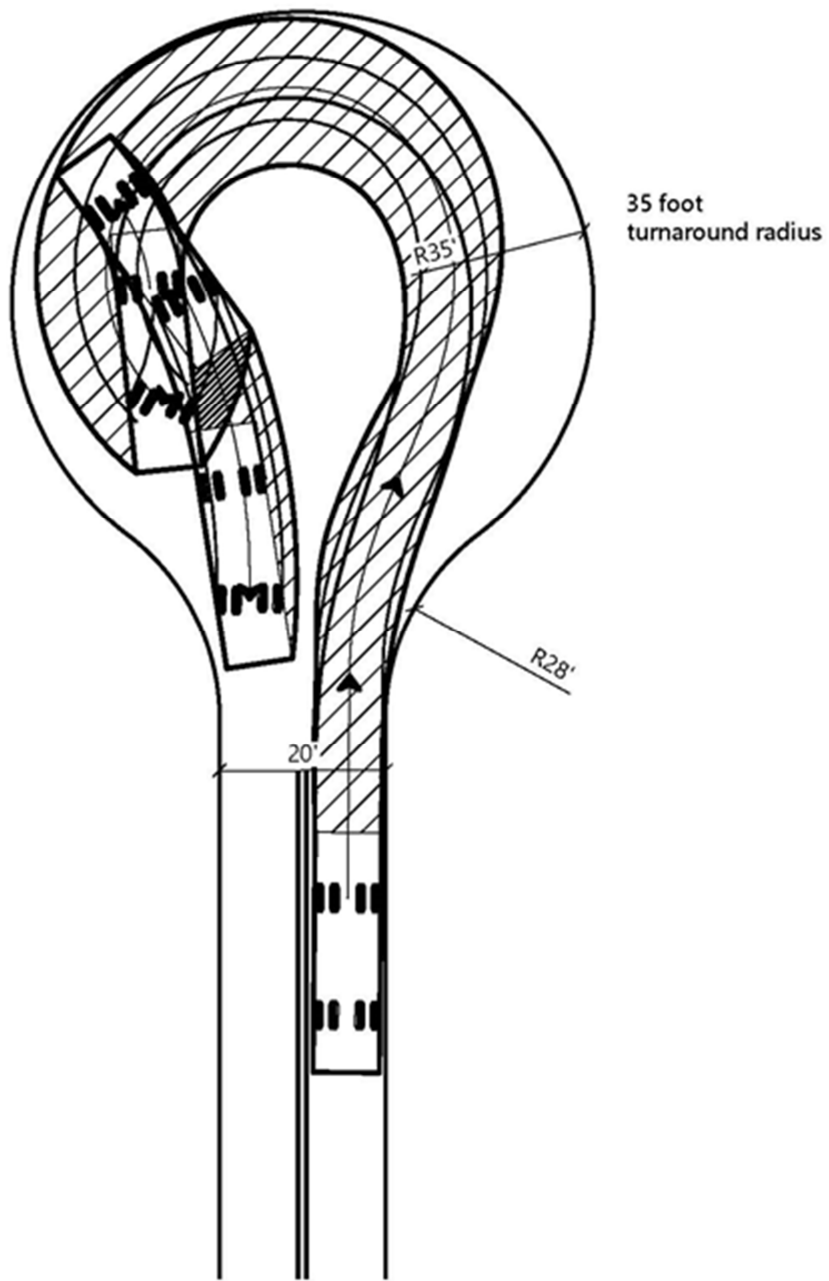


Figure 6.2

Turnarounds with 35-foot radius

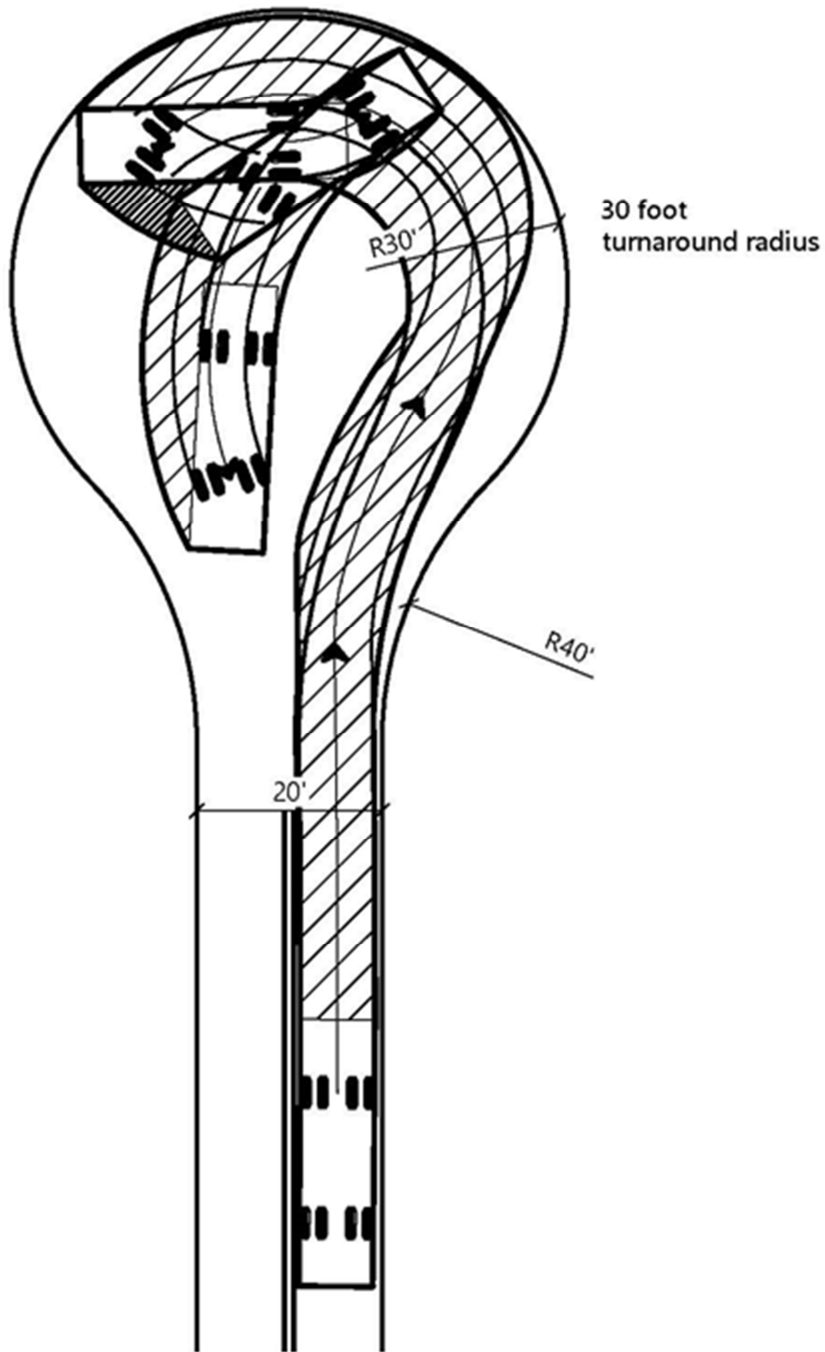


Figure 6.3

Turnarounds with 30-foot radius

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.11 Gates

(a) Gates shall have an approved means of emergency operation. Electronic gates shall have a manual method of opening in case of electronic failure. The manual method shall be maintained operational at all times.

(b) Gate entrances shall be at least two (2) feet wider than the width of the Road or Driveway, as shown in Figure 7 below. Where a gate is installed across an existing Road or Driveway, the gate shall be no less than ten (10) feet wide, with a minimum Clear Width of fourteen (14) feet and unobstructed Vertical Clearance of thirteen feet, six inches (13' 6"). Clearance shall be maintained at all times.

(c) Where a One-way Road with a single Traffic Lane leads to a gated entrance, a forty (40) foot turning radius shall be ~~used~~ provided as illustrated on Figure 7.

(d) All gates on a Driveway shall be located at least thirty (30) feet from the Road and shall either slide sideways or open in direction of travel, in accordance with Figure 7.

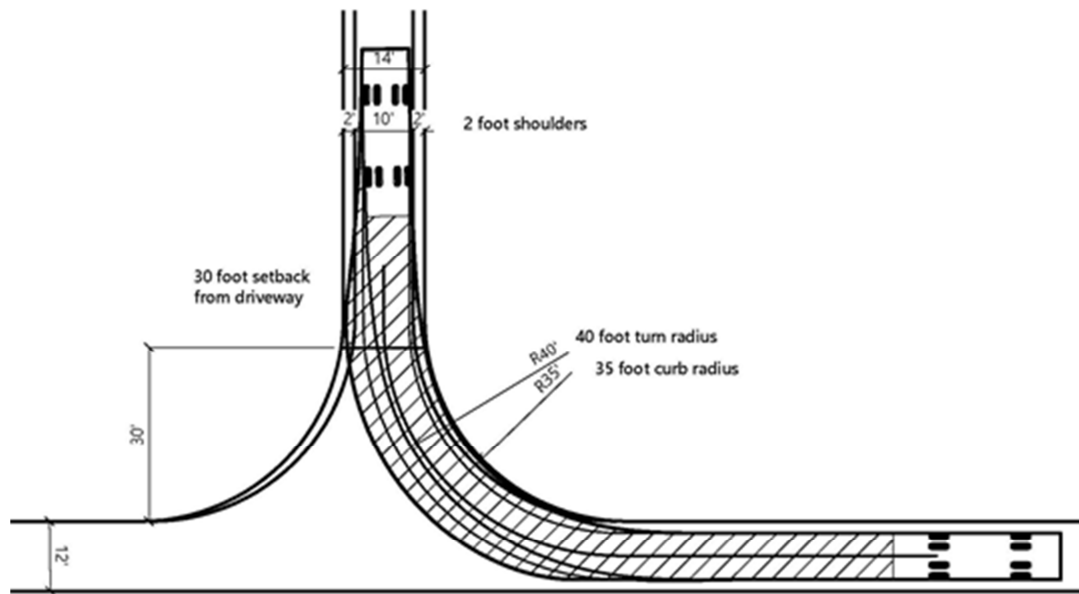


Figure 7

Effective Turn Radius for Gated Entrances/Driveways with Twelve Foot One-Way Main Road

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.12 Standards for Existing Roads

(a) Except as provided in subsections (b) and (d), Existing Roads **subject to § 1273.00(c)** shall meet the following minimum requirements:

- (1) One (1) fourteen (14) foot Traffic Lane;
- (2) Native-surfacing for no more than 50% of the Road's length; and
- (3) Turnouts in compliance with § 1273.09 (Road and Driveway Turnouts), or maintains

a twenty (20) foot Clear Width suitable to serve as a Traffic Lane for the length of the Road.

~~(b) Access to Buildings after a Wildfire shall provide for at least one (1) fourteen (14) foot Traffic Lane for a distance of at least twenty two (22) feet at an interval of at least every 400 feet; provided, however, where such Traffic Lanes are not possible due to physical site limitations such as localized topography, slope stability or soil conditions, Access shall provide for locations for vehicles to pass each other at reasonable intervals.~~

~~(e)~~ Existing Roads ~~providing Access~~ **subject** to ~~Buildings~~ **§1273.00(c)** shall not exceed a grade of 25% over a distance of 500 linear feet.

~~(d)~~ An Existing Road with a secondary route in conformance with § 1273.13 (Secondary Routes for Existing Roads) need not comply with subsection (a).

(d) The standards in this section shall not apply to portions of Existing Roads in sensitive environmental areas (e.g., creeks, streams, oak woodlands, sensitive and protected species habitat areas) or where compliance would require the removal or severe pruning of native trees that have a circumference of 37.7 inches or more (12 inches or more in diameter) measured at 4.5 feet above the ground or immediately below the lowest branch, whichever is lower, or in the case of multi-trunk trees a trunk size of 75.4 inches in circumference or more (24 inches or more in diameter) or where compliance is not Feasible.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code, Section 51178 Government Code.

§ 1273.13 Secondary Routes for Existing Roads

(a) Secondary routes **for new subdivisions and development approvals** shall meet the standards for New Roads in this Subchapter and shall provide for legal and deeded Access that serves as a

typical travel way to and from the Building construction. A secured secondary route shall meet the requirements in § 1273.11 (Gates).

(b) Secondary routes shall connect a user to an alternative route that would not be affected by a closure to the primary route, to the extent practicable.

(c) Secondary routes for existing developments that are constrained by practical limitations such as topography, hazard zones, and property ownership, shall prioritize an egress-only route with a minimum width of one 10' travel lane that will support a standard sport utility vehicle or passenger van.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

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Article 3. Signing and Building Numbering

§ 1274.00. Road Name Signs.

(a) All Road signs erected after the effective date of the regulations amending this section shall conform to the requirements of the California Manual of Uniform Traffic Control Devices (CA MUTCD), hereby incorporated by reference.

(b) New Roads shall be identified by a name or number through a consistent system that provides for sequenced or patterned numbering and non-duplicative naming within each Local Jurisdiction. This section does not require any entity to rename or renumber existing roads.

(c) The size of letters, numbers, and symbols for road signs shall be a minimum four (4) inch letter height, half inch (.5) inch stroke, reflectorized, contrasting with the background color of the sign.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1274.01. Road Signs.

(a) Signs required by this article identifying intersecting roads shall be placed at the intersection of those roads.

(b) A sign identifying traffic limitations, including but not limited to weight or Vertical Clearance limitations, Dead-end Roads, One-way Roads, or single lane Roads and bridges, shall be placed:

(1) at the intersection preceding the traffic limitation, and

(2) no more than one hundred (100) feet before such traffic limitation.

(c) Road signs required by this article shall be posted at the beginning of construction and shall be maintained thereafter.

(d) Road signs shall meet the minimum sign retroreflectivity requirements in the CA MUTCD. Signs that are not required to meet the retroreflectivity requirements (e.g., blue or brown backgrounds) shall be retroreflective or illuminated to show the same shape and color by both day and night.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1274.02. Addresses for Buildings.

(a) All Buildings shall be issued an address by the Local Jurisdiction consistent with the standards in the California Fire Code, California Code of Regulations title 24, part 9.

(b) Addresses for residential Buildings shall be reflectorized.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

Article 4. Water Supply.

§ 1275.00. Application.

(a) The provisions of this Article shall apply in the tentative and parcel map process when new parcels are approved by the Local Jurisdiction having authority, ~~or~~ **Except as otherwise provided in this Article, the provisions of this Article shall also apply** when new Building construction **meeting the criteria in § 1273.00(c)** is not already served by an existing water supply.

(b) These regulations shall **apply only to newly constructed water and wastewater facilities that primarily serve new development, and shall** not apply to ~~existing~~ water or wastewater facilities that are not newly constructed, or to ~~existing~~ water or wastewater facilities ~~that are repaired, reconstructed, or~~ **whether existing, upgraded, or newly constructed, that primarily serve existing development.** For purposes of this subsection, "water and wastewater facilities" includes, but is not limited to, water storage tanks and reservoirs, pump stations, treatment facilities, regulator stations, Fire Hydrants, and similar water and wastewater system devices.

(c) Where a specific code standard from the California Fire Code or National Fire Protection Association (NFPA) is referenced in this Article, any sections of the California Fire Code or NFPA standards regarding alternative methods of compliance, equivalencies, or modifications to the specified standards shall also apply.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1275.01. Approved Water Supply.

(a) Water supply shall meet or exceed the California Fire Code, California Code of Regulations Title 24, Part 9.

(b) Where a Municipal-Type Water Supply is not available, the Local Jurisdiction shall utilize the National Fire Protection Association (NFPA) 1142, “Standard on Water Supplies for Suburban and Rural Fire Fighting,” 2017 Edition, hereby incorporated by reference, as referenced in the California Fire Code, California Code of Regulations Title 24, Part 9, Appendix B and Appendix BB.

(c) All Building construction shall include a water supply for structure defense. Such protection shall be serviceable prior to and during the time of construction, except when alternative methods of protection are provided and approved by the Local Jurisdiction.

(d) Nothing in this article prohibits the combined storage of Wildfire and structural firefighting water supplies unless so prohibited by local ordinance or specified by the Local Fire Authority. Water supplies required under the California Fire Code, California Code of Regulations Title 24, Part 9, or other law or regulation may also be used to satisfy the requirements of this Article, so long as the full amount of water supply required by this article is provided.

(e) Where freeze or crash protection is required by the Local Jurisdictions, such protection measures shall be provided.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1275.02. Identification of Water Sources.

(a) Fire Hydrants or water access located along a Driveway shall be identified by at least (1) reflectorized blue marker, with a minimum dimension of three (3) inches. This marker shall be mounted on a fire retardant sign post. The sign post shall be located and mounted as specified by the Fire Authority.

(b) Fire Hydrants or water access located along a Road shall be identified by a reflectorized blue marker, with a minimum dimension of three (3) inches. This marker shall be mounted on a fire-retardant sign post. The sign post shall be within three (3) feet of the Fire Hydrant or water access. The sign shall be no fewer than three (3) nor greater than five (5) feet above ground, in a horizontal position, and visible from the Road, or as specified by the Fire Authority.

Fighting,” 2017 Edition, hereby incorporated by reference, shall be accepted as meeting the requirements of this article.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1275.03. Secured Water Sources.

Break away locks or similar systems approved by the Local Jurisdiction shall provide fire fighters with access to any water connections, valves, or controls that are normally secured by gates, doors, or other locking systems.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1275.04. Municipal-Type Water System Hydrants.

(a) The Municipal-Type Fire Hydrant shall be eighteen (18) inches above the finished surface. Its location in relation to the Road or Driveway and to the Building(s) or structure(s) it serves shall comply with California Fire Code, California Code of Regulations Title 24, Part 9, Chapter 5, and Appendix C.

(b) The Municipal-Type Fire Hydrant shall be sizes designated by the Local Jurisdiction, in consultation with the Fire Authority, and shall have male American National Fire Hose Screw Threads (NH).

(c) Where Municipal-Type water supply Fire Hydrant systems are not practical due to the absence of a Municipal-Type Water System, or other limiting factors, a performance-based water supply alternative approved by the Local Jurisdiction, in consultation with the Fire Authority, shall be designed and installed to meet the minimum fire flow water supply requirements of 250 gallons per minute (gpm) for two (2) hours.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1275.05. Dry Hydrants

When dry hydrants have been approved by the Local Jurisdiction, the requirements of NFPA 1142 (2017) Chapter 8 (8.3, 8.4, 8.5, 8.6, 8.7 and 8.8), hereby incorporated by reference, shall be met.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1275.06. Mobile Water Supply (Water Tenders)

(a) Fire water delivery systems that rely on mobile water supply (water tenders) shall only be permitted under the following conditions:

(1) During the construction phase of a new Development, prior to the permanent fire water delivery system installation; or,

(2) When the Local Jurisdiction determines that all other means of water supply is not practical.

(b) The mobile water supply shall, within five (5) minutes of the arrival of the first Fire Apparatus on-scene, be capable of providing the Fire Apparatus with a minimum 250 gpm for a 2-hour duration.

(c) Mobile water supplies may use NFPA 1142 (2017) Annex C, hereby incorporated by reference, to achieve minimum fire flow requirements.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1275.07. Protection of Water Supply Infrastructure from Wildfire.

(a) All water supply infrastructure shall be protected from Wildfire radiant heat, convective heat, and embers by at least one of the following:

(1) underground burial; or

(2) construction of non-combustible materials, fittings and valves, such as concrete or metal; or

(3) maintenance of a 100-foot, slope-adjusted defensible space immediately surrounding the infrastructure; or

(4) placement within a Building constructed to the requirements of the California Building Code (California Code of Regulations Title 24, Part 2) Chapter 7A.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

Article 5. Building Siting, Setbacks, and Fuel Modification

§ 1276.00. Applicability

(a) All Building construction shall comply with the following provisions of this Article: § 1276.01 (Building and Parcel Siting and Setbacks); § 1276.02(c) (Ridgelines); and § 1276.06 (Disposal of Flammable Vegetation and Fuels).

(b) The following provisions of this article shall further apply in the tentative and parcel map process for new parcels: § 1276.01 (Building and Parcel Siting and Setbacks); § 1276.02(c) (Ridgelines); § 1276.03 (Fuel Breaks); § 1276.04 (Greenbelts, Greenways, Open Spaces and Parks); § 1276.05 (Maintenance of Fuel Breaks); and § 1276.06 (Disposal of Flammable Vegetation and Fuels).

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1276.01. Building and Parcel Siting and Setbacks.

(a) **Pertaining to all applications accepted for processing on or after July 1, 2021, All parcels shall provide a minimum thirty (30) foot setback for all new Buildings and additions to Existing Buildings from all property lines and/or the center of a Road, except as provided for in subsection (b) and § 1276.00(c). This requirement does not apply to Buildings and additions that are entirely below ground.**

(b) A reduction in the minimum setback shall be based upon practical reasons, which may include but are not limited to, parcel dimensions or size; topographic limitations; development density requirements or other development patterns that promote low-carbon emission outcomes; sensitive habitat; or other site constraints. ~~and shall~~ **When a reduction in the minimum setback is approved, the Building construction shall to the extent Feasible** reduce Structure-to-Structure ignition by incorporating features such as, but not limited to:

(1) non-combustible block walls or fences; or

(2) five (5) feet of non-combustible material extending five (5) feet horizontally from the furthest extent of the Building; or

(3) installing hardscape landscaping or reducing exposed windows on the side of the Structure with a less than thirty (30) foot setback; or

(4) additional structure hardening that exceeds the requirements in the California Building Code, California Code of Regulations Title 24, Part 2, Chapter 7A.

(c) For any Building or Structure lawfully constructed before July 1, 2021 that lies completely within the thirty (30) foot setback, the footprint of the Building or Structure may be expanded within the setback area by a maximum of 1,000 cumulative square feet after July 1, 2021 provided the expansion would not result in further encroachment toward the Road.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1276.02. Ridgelines.

(a) The Local Jurisdiction shall identify strategic Ridgelines, if any, in consultation with the Fire Authority. Strategic Ridgelines shall be identified through an assessment of the following factors:

- (1) Topography;
- (2) Vegetation;
- (3) Proximity to any existing or proposed residential, commercial, or industrial land uses;
- (4) Ability to support effective fire suppression; and
- (5) Other factors, if any, deemed relevant by the Local Jurisdiction and Fire Authority.

(b) Preservation of Undeveloped Ridgelines identified as strategically important shall be required.

(c) New Buildings on Undeveloped Ridgelines identified as strategically important are prohibited **unless such prohibition would result in a taking of private property under the United States Constitution or California Constitution**. Nothing in this subsection shall be construed to alter the extent to which Structures or Development other than Buildings, such as but not limited to Utility and Miscellaneous Group U Structures, may be constructed on Undeveloped Ridgelines.

(d) The Local Jurisdiction may implement further specific requirements to preserve Undeveloped Ridgelines.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1276.03. Fuel Breaks

(a) When Building construction meets the following criteria, of § 1270.00(c), the Local Jurisdiction shall determine the need and location for Fuel Breaks in consultation with the Fire Authority:

~~(1) the permitting or approval of three (3) or more new parcels, excluding lot line adjustments as specified in Government Code (GC) section 66412(d); or~~

~~(2) an application for a change of zoning increasing zoning intensity or density; or~~

~~(3) an application for a change in use permit increasing use intensity or density.~~

(b) Fuel Breaks required by the Local Jurisdiction shall be located, designed, and maintained in a condition that reduces the potential of damaging radiant and convective heat or ember exposure to Access routes, Buildings, or infrastructure within the Development.

(c) Fuel Breaks may be required at locations such as, but not limited to:

(1) Directly adjacent to Defensible Space to reduce radiant and convective heat exposure, ember impacts, or support fire suppression tactics;

(2) Directly adjacent to Roads to manage radiant and convective heat exposure or ember impacts, increase evacuation safety, or support fire suppression tactics;

(3) Directly adjacent to a Hazardous Land Use to limit the spread of fire from such uses, reduce radiant and convective heat exposure, or support fire suppression tactics;

(4) Strategically located along Ridgelines, in Greenbelts, or other locations to reduce radiant and convective heat exposure, ember impacts, or support community level fire suppression tactics.

(d) Fuel Breaks shall be completed prior to the commencement of any permitted construction.

(e) Fuel Breaks shall be constructed using the most ecologically and site appropriate treatment option, such as, but not limited to, prescribed burning, manual treatment, mechanical treatment, prescribed herbivory, and targeted ground application of herbicides.

(f) Fuel Breaks shall have, at a minimum, one point of entry for fire fighters and any Fire Apparatus. The specific number of entry points and entry requirements shall be determined by the Local Jurisdiction in consultation with the Fire Authority.

(g) A Fuel Break directly adjacent to a new or Existing Road may be considered Substantial Compliance with standards set forth in Article 2 where the Local Jurisdiction determines that the Fuel Break increases access for emergency wildland fire equipment, furthers safe civilian evacuation, and contains fuel modification sufficient for civilian and fire fighter safety.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1276.04. Greenbelts, Greenways, Open Spaces and Parks

(a) Where a Greenbelt, Greenway, open space, park, landscaped or natural area, or portions thereof, is intended to serve as a Fuel Break, the space or relevant portion thereof shall conform with the requirements in § 1276.03 (Fuel Breaks).

(b) Local Jurisdictions may require Greenbelts or Greenways or other open areas for the purpose of providing potential areas of refuge for the public or firefighters or other values as a last resort, if safe evacuation is not practicable.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1276.05. Maintenance of Fuel Breaks

(a) Where a Local Jurisdiction requires Fuel Breaks pursuant to § 1276.03 (Fuel Breaks), maintenance mechanisms shall be established to ensure the fire behavior objectives and thresholds are maintained over time.

(b) The mechanisms required shall be binding upon the property for which the Fuel Break is established, shall ensure adequate maintenance levels, and may include written legal agreements; permanent fees, taxes, or assessments; assessments through a homeowners' association; or other funding mechanisms.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.

§ 1276.06 Disposal of Flammable Vegetation and Fuels

The disposal, including burning or removal to a site approved by the Local Jurisdiction, of flammable vegetation and fuels caused by site development and construction, road and driveway construction shall be in accordance with all applicable laws and regulations.

Note: Authority cited: Section 4290, Public Resources Code. Reference: Sections 4290 and 4291, Public Resources Code.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

Departments: Behavioral Health

TIME REQUIRED	20 minutes (10 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Amanda Greenberg, Program Manager
SUBJECT	Predevelopment Loan Agreement with Pacific West Communities, Inc.		

AGENDA DESCRIPTION:

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

Proposed predevelopment loan agreement with Pacific West Communities, Inc. pertaining to the development of planned permanent supportive/affordable housing project in the Town of Mammoth Lakes.

RECOMMENDED ACTION:

- 1) Receive staff presentation on project and loan agreement;
- 2) Approve loan agreement and authorize County Administrative Officer to execute the agreement on behalf of the County;
- 3) Provide any other direction to staff.

FISCAL IMPACT:

This loan includes \$306,021 from the Mental Health Services Act (MHSA); the expenditure of the MHSA funds on this project is outlined in the Mono County Behavioral Health MHSA FY 19-20 Annual Update in the Updated Reversion Expenditure Plan.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 7609241754 / agreenberg@mono.ca.gov

SEND COPIES TO:

Amanda Greenberg

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Predevelopment Loan Agreement
Assignment of Collateral Documents

History

Time	Who	Approval
6/3/2021 5:47 PM	County Counsel	Yes
6/3/2021 3:56 PM	Finance	Yes
6/4/2021 12:13 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors

FROM: Amanda Greenberg, Program Manager, Mono County Behavioral Health

DATE: May 20, 2021

SUBJECT:

Predevelopment Loan Agreement with Pacific West Communities, Inc. for the Development of Permanent Supportive/Affordable Housing Project

RECOMMENDED ACTION:

(1) Receive staff presentation on project and loan agreement; (2) approve loan agreement and authorize County Administrative Officer to sign; and (3) provide any other direction to staff.

DISCUSSION:

For the last three years, Mono County Behavioral Health (MCBH) has worked steadily toward the development of an integrated affordable housing and permanent supportive housing project in the Town of Mammoth Lakes. On February 2, 2021, the Mono County Board of Supervisors approved a memorandum of understanding (MOU) between Mono County Behavioral Health; Pacific West Communities, Inc.; Mammoth Lakes Pacific Associates, a California limited partnership; and Buckingham Property Management. This MOU commits MCBH to provide supportive services for this project, which is planned as Phase I of The Parcel; it was a requirement of the non-competitive No Place Like Home grant program.

Working with outside counsel from Goldfarb & Lipman LLP, a law firm with expertise in affordable housing, County staff developed a predevelopment loan agreement with Pacific West Communities for an initial sum of \$306,021 of Mental Health Services Act funds, which are up for reversion at the end of the fiscal year. This agreement is similar to the agreement approved by the Mono County Board of Supervisors one year ago with Integrity Housing (which also protected funds up for reversion), the primary difference being the change in developer from last year.

When Pacific West Communities secures the funding needed to make Phase I of The Parcel feasible, MCBH intends to amend and restate the loan agreement for the full amount of funding that has been identified and approved by both community stakeholders and the Board of Supervisors through the MHSA Three-Year Plan and Annual Update process.

FISCAL IMPACT:

This loan includes \$306,021 from the Mental Health Services Act (MHSA); the expenditure of the MHSA funds on this project is outlined in the Mono County Behavioral Health MHSA FY 19-20 Annual Update in the Updated Reversion Expenditure Plan.

SUBMITTED BY:

Amanda Greenberg, Mono County Behavioral Health Program Manager, Contact: 760.924.1754

PREDEVELOPMENT LOAN AGREEMENT

by and between

MONO COUNTY

and

Pacific West Communities, Inc.

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Exhibit E Insurance Requirements	

PREDEVELOPMENT LOAN AGREEMENT

THIS PREDEVELOPMENT LOAN AGREEMENT (the "Agreement") is entered into as of _____, 2021 (the "Effective Date"), by and between Mono County, a political subdivision of the State of California (the "Lender"), and Pacific West Communities, Inc., an Idaho Corporation, (the "Borrower") (each a "Party," and collectively the "Parties"), with reference to the following facts, purposes and intentions.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. The Town of Mammoth Lakes, California (the "Town") owns the 25-acre +/- vacant tract of land commonly known as "The Parcel," which is located in the Town of Mammoth Lakes, California, bearing APNs 035-010-020-000 & 035-100-003-000 as more particularly described in the attached Exhibit A (the "Property").

C. On December 21, 2020, the Town issued a request for bids for a developer to develop the Property with affordable housing. On February 3, 2021, the Town awarded a contract to the Borrower to purchase and develop the Property.

D. Following the award, the Borrower and Town entered into or are entering into that certain Disposition and Development Agreement with respect the Property (the "DDA"). As more particularly set forth in the DDA, the Borrower will develop the Property with up to 580 residential units serving individuals and families with range of incomes (the "Development"). The Development will be developed in phases. The initial phase of the Development (the "Initial Phase") will include eight (8) units reserved for households eligible under the State of California's No Place Like Home Program (the "NPLH Units"). An additional preference at the Initial Phase will be applied to the other units in the Development, to prioritize five (5) other units for households eligible to receive services under the Mental Health Services Act (the "MHSA Units").

E. The Initial Phase will also include offices and other space to provide services and supports for persons eligible for No Place Like Home and Mental Health Act Services ("MHSA Capital Facility").

F. As contemplated in the 2019-2020 Annual Update, and its 2017-2020 Three Year Plan for Mental Health Services Act funding, pursuant to the terms of this Agreement, the Lender is providing the Borrower with Three Hundred Six Thousand Twenty-One Dollars (\$306,021) in MHSA Funds (the "Loan") to fund the MHSA Capital Facility as part of the Initial Phase.

NOW, THEREFORE, BE IT RESOLVED, in reliance on the foregoing recitals, and in consideration of the faithful performance by the Borrower of the terms, conditions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and the Borrower hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

(a) "Affiliate" shall mean an entity affiliated with or controlled by Borrower, including but not limited to a California tax credit limited partnership in which Borrower or an affiliate thereof is a general partner.

(b) "Agreement" is defined in the first paragraph of this Agreement.

(c) "Amended and Restated Loan Agreement" means a new loan agreement that may be entered into by Lender and the Borrower increasing the loan amount and converting the Loan to a construction and permanent loan.

(d) "Assignment of Collateral Documents" means the Assignment of Collateral Documents, substantially in the form of Exhibit B, to be executed by Borrower assigning the predevelopment documents to the County as security for the Loan.

(e) "Borrower" is defined in the first paragraph of this Agreement.

(f) "Default" has the meaning set forth in Section 5.1.

(g) "Development" is defined in Recital D.

(h) "Documents" means all reports, surveys, materials, architectural drawings and specifications, and any information related to the potential development obtained by the Borrower.

(i) "Effective Date" is defined in the first paragraph of this Agreement.

(j) "Indemnified Party" has the meaning set forth in Section 6.3.

(k) "Initial Phase" is defined in Recital D.

(l) "Lender" is defined in the first paragraph of this Agreement.

(m) "Loan" is defined in Recital F.

(n) "MHSA" means the Mental Health Services Act.

- (o) "MHSA Capital Facility" is defined in Recital E.
- (p) "MHSA Units" is defined in Recital D.
- (q) "NPLH" means No Place Like Home program governed by Welfare and Institutions Code §§ 5849 et seq.
- (r) "NPLH Units" is defined in Recital D.
- (s) "Party" or "Parties" is defined in the first paragraph of this Agreement.
- (t) "Predevelopment Budget" means the budget including uses of funds for the predevelopment activities, attached hereto as Exhibit C.
- (u) "Predevelopment Costs" means the cost of performing the predevelopment activities as shown in the Predevelopment Budget.
- (v) "Predevelopment Loan Documents" means this Agreement, the Assignment of Collateral Documents, and the Predevelopment Note.
- (w) "Predevelopment Note" means the promissory note that will evidence the Borrower's obligation to repay the Loan in substantially in the form of Exhibit D, attached hereto.
- (x) "Property" is defined in Recital A.
- (y) "Term" means the term of this Agreement, which shall commence on the Effective Date and shall terminate on the date that is the second (2nd) anniversary of the Effective Date.
- (z) "Transfer" means a sale, encumbrance or other transfer of Borrower's right, title, and interest in this Agreement, the DDA, the Property (to the extent of Borrower or any Affiliate's interest) or an interest in Borrower.

Section 1.2 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A Legal Description of the Property
- Exhibit B Form of Assignment of Collateral Documents
- Exhibit C Predevelopment Budget Form of Predevelopment Note
- Exhibit D Form of Predevelopment Note
- Exhibit E Insurance Requirements

ARTICLE 2
PREDEVELOPMENT LOAN PROVISIONS

Section 2.1 Predevelopment Loan. Subject to satisfaction of the conditions set forth in this Agreement, the Lender shall lend to the Borrower the principal sum note up to Three Hundred Six Thousand Twenty-One Dollars (\$306,021) for the purposes set forth in Section 2.3 of this Agreement. The Predevelopment Loan shall be evidenced by the Predevelopment Note, dated the same date as this Agreement.

Section 2.2 Interest.

(a) Subject to the provisions of Section 2.2(b) below, the outstanding principal balance of the Predevelopment Loan shall bear simple interest at the rate of Three Percent (3%) per annum commencing with the date of first disbursement.

(b) In the event of a Default, interest on the Predevelopment Loan shall begin to accrue, as of the date of Default and continue until such time as the Predevelopment Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

Section 2.3 Use of Funds.

The Loan shall be used for the costs related to the MHSA Capital Facility and as set forth in the Predevelopment Budget, and not for any uses without the Lender's consent. Costs paid for with this Loan may be incurred by Developer before the date of this Agreement.

Section 2.4 Security.

(a) As security for the Loan, and as part of the consideration for entering into this Agreement, the Borrower hereby assigns to the Lender its rights and obligations with respect to certain agreements, plans and specifications, and approvals, pursuant to the terms of the Assignment of Collateral Documents, dated the same date as this Agreement. The Lender shall not have any obligation under any contracts or agreements assigned pursuant to the Assignment of Collateral Documents until it expressly agrees in writing to be bound by such contracts or agreements. Upon an event of Default that has not been cured pursuant to this Agreement or upon termination of this Agreement, the Lender may use any of the foregoing assigned Documents for any purpose for which the Borrower could have used them for development of the Development, and the Borrower shall cooperate with the Lender to implement the Assignment of Collateral Documents and immediately deposit with the Lender for the Lender's use all the Documents.

(b) Concurrently with Borrower or an Affiliate's acquisition of the Property or a portion thereof, Borrower will cause the Deed of Trust and Regulatory Agreement, to be recorded, subject only to those exceptions reasonably approved by the County. The Regulatory Agreement will require that the Borrower provide the NPLH Units, the MHSA Units and the MHSA Capital Facility as part of the Initial Phase. Without limiting the foregoing the MHSA Capital Facility will be available for use

Section 2.5 Repayment of the Predevelopment Loan.

(a) All principal and interest, if any, on the Predevelopment Loan shall, at the option of the Lender, be due and payable upon the expiration of the Term or upon occurrence of a Default as defined in Section 5.1 that remains uncured after expiration of the applicable cure period.

(b) If Lender and Borrower enter into the Amended and Restated Loan Agreement, the Loan shall be payable in accordance with the terms of the Amended and Restated Loan Agreement.

Section 2.6 Conditions to Funding. The Lender shall fund the Predevelopment Loan upon satisfaction of the following conditions:

(a) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under the Predevelopment Loan Documents.

(b) Execution by the Borrower and delivery to the Lender of the Predevelopment Note and the Assignment of Collateral Documents.

(c) Receipt of a written request from the Borrower setting forth the proposed use of funds and the amount of funds needed and attaching (i) a copy of the bill or invoice covering the costs incurred or (ii) an estimate of costs to be incurred.

(d) The Borrower has delivered to the Lender a copy of Borrower's organizational documents and a corporate authorizing resolution authorizing Borrower's execution of this Agreement, the Predevelopment Note, the Assignment of Collateral Documents, and the transactions contemplated by the Predevelopment Loan Documents.

(e) The Borrower has furnished the Lender with evidence of the insurance coverage meeting the requirements of Section 3.2 below.

Upon satisfaction of these conditions, the Lender shall from time to time disburse the Loan (or so much thereof as is required), for Predevelopment Costs, generally consistent with those shown in the Predevelopment Budget. Notwithstanding any other provisions of this Agreement, the Lender shall have no further obligation to disburse any portion of the Loan to the Borrower following: (i) termination of this Agreement; or (ii) notification by the Lender to the Borrower of a Default under the terms of this Agreement.

ARTICLE 3
BORROWER OBLIGATIONS

Section 3.1 Predevelopment Tasks and Schedule. The Borrower shall perform or provide evidence that the tasks described in the Predevelopment Budget have or will be performed. If such work has not yet been performed, within sixty (60) days following the Effective Date, Lender and the Borrower shall prepare a mutually agreeable schedule of performance specifying the timeframes for Borrower's performance of the various tasks listed in the Predevelopment Budget.

Section 3.2 Insurance. The Borrower shall, at Borrower's sole cost and expense, maintain and keep in force throughout the Term, the insurance set forth in Exhibit E, applicable to the Development in a form acceptable to the Lender with evidence of such coverage provided to the Lender within ten (10) days of execution of this Agreement, but in no event later than the initial disbursement of Loan funds pursuant to this Agreement. The Borrower shall provide the Lender with immediate written notice in the event of cancellation or reduction of coverage of the Borrower's insurance policies maintained in connection with this Agreement.

Section 3.3 Transfers. The Borrower shall not cause or permit a Transfer without the prior written approval of the Lender, which, the Lender may grant or deny in its sole discretion.

Section 3.4 Initial Phase. The Regulatory Agreement will be recorded concurrently with Borrower or an Affiliate's acquisition of the Property. It will require that the Borrower provide the NPLH Units, the MHSA Units and the MHSA Capital Facility. Without limiting the foregoing, the NPLH Units and the MHSA Units will be made available to eligible households consistent with the requirements of NPLH and MHSA for a period of 55 years. The MHSA Capital Facility will be available for services and administrative use by the Lender, its Behavioral Health Services Staff and other service providers approved by the County for such 55 year period. The requirements set forth in this Section 3.4 will survive termination of this Agreement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 4.1 Representations and Warranties. The Borrower hereby represents and warrants to the Lender as follows:

(a) Organization. The Borrower is duly organized, validly existing in Idaho, and is in good standing under the laws of the State of California and has the power and authority to do business in California.

(b) Authority of Borrower. The Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Predevelopment Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Predevelopment Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered by the Borrower, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Borrower, and all actions required under the Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Predevelopment Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

(d) Valid Binding Agreements. This Agreement and the Predevelopment Loan Documents and all other documents or instruments which have been executed and delivered by the Borrower pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Borrower enforceable by and against it in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and general principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Predevelopment Loan Documents by the Borrower or of any other documents or instruments executed and delivered, or to be executed or delivered by the Borrower, pursuant to this Agreement, nor the performance by the Borrower of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Borrower, or any provision of the organizational documents of the Borrower, or will conflict with or constitute a breach of or a default under any agreement to which the Borrower is a party, or will result in the creation or imposition of any lien upon any assets or property of the Borrower, other than liens established pursuant hereto.

ARTICLE 5 DEFAULT AND REMEDIES

Section 5.1 Events of Default. Each of the following shall constitute a "Default" by the Borrower under this Agreement:

(a) Failure to Make Payment. Failure by the Borrower to repay the principal and any interest on the Predevelopment Loan pursuant to the Predevelopment Loan Documents.

(b) Breach of Covenants. Failure by the Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Predevelopment Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the Lender to the Borrower or, if the breach cannot be cured within thirty (30) days, the Borrower shall not be in breach so long as the Borrower (or its limited

partners) is diligently undertaking to cure such breach and such breach is cured within ninety (90) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 5, the specific provisions shall control.

(c) Assignments. Failure by the Borrower to take all actions necessary to implement the Assignment of Collateral Documents and deposit the Documents with the Lender.

(d) Unauthorized Transfer. Transfer by the Borrower other than as permitted by Section 3.3.

(e) Representation or Warranty Incorrect. Any representation or warranty of the Borrower contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the Lender in connection with any of the Predevelopment Loan Documents, proves to have been incorrect in any material and adverse respect when made.

Section 5.2 Remedies. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the Lender or automatically where so specified, relieve the Lender of any obligation to make or continue the Predevelopment Loan and shall give the Lender the right to proceed with any and all remedies set forth in this Agreement and the Predevelopment Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The Lender shall have the right to cause all indebtedness of the Borrower to the Lender under this Agreement and the Predevelopment Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The Lender may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Lender as a creditor and secured party under the law including the Uniform Commercial Code. The Borrower shall be liable to pay the Lender on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by the Lender in connection with the collection of the Predevelopment Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Assignment Agreement. The Lender shall have the right to exercise all rights under the Assignment of Collateral Documents.

Section 5.3 Right of Contest. Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner not prejudicial to the Lender or the rights of the Lender hereunder.

Section 5.4 Remedies Cumulative. No right, power, or remedy given to the Lender by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Lender by the terms of any

such instrument, or by any statute or otherwise against the Borrower and any other person. Neither the failure nor any delay on the part of the Lender to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 6 GENERAL PROVISIONS

Section 6.1 No Further Rights or Obligations. This Agreement does not obligate either the Lender or Borrower to enter the Amended and Restated Loan Agreement or any other agreement in furtherance of the Development.

Section 6.2 Relationship of Parties. Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the Lender and Borrower. Borrower shall be solely responsible for its own acts and those of its agents and employees.

Section 6.3 Indemnification. Borrower shall indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Lender) the Lender, and its Board of Supervisors members, officers, directors, representatives, consultants, employees, attorneys and agents (each an "Indemnified Party") harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees), which arise out of or in connection with this Agreement or which arise out of or in connection with Borrower's, or its agents' or representatives' activities during the Term of this Agreement, except to the extent such claim arises solely from the gross negligence or willful misconduct of Lender, its agents, and its employees. The provisions of this Section 6.3 shall survive the expiration of the Term.

Section 6.4 No Claims. Nothing contained in this Agreement shall create or justify any claim against the Lender by any person that Borrower may have employed or with whom Borrower may have contracted relative to the furnishing or the performance of any work or services with respect to the Property or the proposed Development.

Section 6.5 Amendments. This Agreement shall not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by or on behalf of the Parties in the same manner as this Agreement is executed.

Section 6.6 Non-Liability of Lender Officials, Employees and Agents. No member, official, employee or agent of the Lender shall be personally liable to Borrower in the event of any default or breach by the Lender or for any amount which may become due to Borrower or its successor or on any obligation under the terms of this Agreement.

Section 6.7 No Third Party Beneficiaries. Nothing in this Agreement (either express or implied) is intended to, or shall be construed to, confer upon or give any person or entity, other than the Parties hereto, any rights or remedies under or by reason of this Agreement.

Section 6.8 Notices, Demands and Communications. Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless: (a) dispatched by registered or certified mail, postage prepaid, return receipt requested; (b) delivered by express delivery service, return receipt requested; (c) delivered personally; or (d) sent by electronic mail using an established provider of registered e-mail services with headquarters in the United States that furnishes unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's e-mail server, and (iii) of the time and date the message was delivered to the recipient. All such notices shall be delivered to the principal office of the Parties as follows:

If to County: Mono County, a political subdivision
of the State of California
1290 Tavern Road
P.O. Box 2415
Mammoth Lakes, CA
Attn: County Counsel

If to Borrower: Pacific West Communities, Inc.
430 E. State Street, Ste. 100
Eagle, ID 83616
Attn: Caleb Roope

With a
copy to: McReynolds & McCormack, PLLC
430 E. State Street, Ste. 140
Eagle, ID 83616
Attn: Sarah McCormack

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable) except that any electronic mail received after 5:00 p.m. shall be deemed to have been received on the next Business Day.

Section 6.9 Applicable Law. This Agreement shall be governed by and construed in accordance with California law.

Section 6.10 Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

Section 6.11 Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 6.12 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 6.13 Gender and Number. Words of any gender used in this Agreement shall be held to include any other gender, and any words in the singular number shall be held to include the plural (and vice versa), when the sense requires.

Section 6.14 Titles. The titles and article or paragraph headings are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the provisions to which they refer.

Section 6.15 Waivers. Any waiver by the Lender of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or Default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Lender to any act or omission by Borrower shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

Section 6.16 Entire Understanding of the Parties. The terms and provisions of this Agreement and Predevelopment Loan Documents supersede any inconsistent terms and conditions of any term sheet, commitment letter, or similar document issued by Lender to Borrower. This Agreement and the attached exhibits constitute the entire agreement of the Parties with respect to the matters set forth in this Agreement. This Agreement supersedes any prior agreement and understandings between the Parties as to such matters, oral or written, all of which are hereby cancelled. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to California Civil Code Section 1654 as may be amended from time to time, or any other state law, or common law principle) shall not apply to the interpretation of this Agreement.

Section 6.17 Survival. All of the representations and warranties in this Agreement shall survive until the expiration of the Term of this Agreement and payment of the Predevelopment Note, except to the extent that a representation or warranty expressly provides otherwise.

Section 6.18 Records. The outstanding principal balance of the Predevelopment Loan and the unpaid interest accrued thereon shall at all times be ascertained from the records of Lender, which shall be conclusive evidence thereof, absent manifest error.

Section 6.19 Further Assurances. At any time upon, and from time to time upon request by Lender, Borrower shall do any acts and execute and deliver any documents as may be reasonably requested by Lender to accomplish the purposes of this Agreement or normally required for similar loans by prudent lenders in accordance with reasonable commercial standards.

Section 6.20 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 6.21 Assignment. Borrower may assign this Agreement to a wholly controlled affiliate of Borrower (or a tax credit limited partnership in which the general partner is a wholly controlled affiliate of Borrower), subject to the County's prior written consent, which consent will not be unreasonably withheld or delayed. Any successor to Borrower must execute an assignment agreement assigning the Loan and related documents, which assignment agreement will be in a form acceptable to the County.

[Signatures on following page.]

WHEREFORE, this Agreement has been entered into by the undersigned as of Effective Date.

COUNTY:

County of Mono,
a political subdivision of the State of California

By: _____

Name: Robert Lawton

Title: County Administrator

BORROWER:

Pacific West Communities, Inc.

By: _____

Caleb Roope, President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

1. PARCEL 1:

NORTH HALF NORTHEAST QUARTER SOUTHEAST QUARTER SOUTHWEST QUARTER NORTHWEST QUARTER; NORTHWEST QUARTER SOUTHEAST QUARTER SOUTHWEST QUARTER NORTHWEST QUARTER; WEST HALF SOUTHWEST QUARTER SOUTHEAST QUARTER SOUTHWEST QUARTER NORTHWEST QUARTER; SOUTH HALF NORTHEAST QUARTER SOUTHWEST QUARTER NORTHWEST QUARTER; SOUTH HALF NORTHWEST QUARTER SOUTHWEST QUARTER NORTHWEST QUARTER; SOUTHWEST QUARTER SOUTHWEST QUARTER NORTHWEST QUARTER SECTION 35, TOWNSHIP 3 SOUTH, RANGE 27 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

2. PARCEL 2:

LOT 18 OF MAMMOTH CENTER SUBDIVISION, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 3, PAGES 26, 27 AND 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

ASSIGNMENT OF COLLATERAL DOCUMENTS

See “Assignment of Collateral Documents” attached hereto and incorporated by this reference as if fully set forth herein.

EXHIBIT C

PREDEVELOPMENT BUDGET

PRE DEV BUDGET	
MONO COUNTY	
-	
Architecture & Engineering	
	65,000
Legal	
	25,000
Project Management / Outreach Fees	
	66,021
Modular & Pre Con Services	
	50,000
NPLH Application	
	25,000
CEQA	
	10,000
Site and Parcel Preparation w/ Trees	
	65,000
TOTAL	306,021

EXHIBIT D

FORM OF PREDEVELOPMENT NOTE

See "Form of Predevelopment Note" attached hereto and incorporated by this reference as if fully set forth herein.

EXHIBIT E

INSURANCE REQUIREMENTS

Borrower shall maintain the following insurance coverage throughout the Term of the Loan or for such other period as indicated below:

(a) Workers' Compensation. Borrower shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$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 Borrower, its employees, agents, and subcontractors.

(b) General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Borrower 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 \$5,000,000.00 per claim or occurrence.

(c) Automobile Liability Insurance. A policy of Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$5,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles. 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 Borrower pursuant to this Agreement. Alternatively, such coverage may be provided in Borrower's Pollution Liability policy. The requirement to insure 'all owned' vehicle only applies to contractors that own vehicles.

(d) Builder's Risk. Builders' risk insurance during the course of the construction, and, upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations.

(e) Commercial Crime. Commercial crime insurance covering all officers, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(f) Borrower shall cause any general contractor, agent, or subcontractor, including the Property Manager and Sponsor, working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above, except that the limit of liability for

comprehensive general liability and auto insurance for subcontractors shall be One Million Dollars (\$1,000,000) per occurrence, and shall require that such insurance shall meet all of the general requirements of subsections (g), (h), (i), and (j) below. Borrower shall also cause the Property Manager to carry the insurance described in (e) above.

(g) The required insurance shall be provided under an occurrence form, and Borrower shall maintain the coverage described in subsections (a) through (c) and (e) continuously throughout the Term. Excess or Umbrella coverage may be used to meet the required insurance coverages. Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire Term and until three (3) years following termination and acceptance of all work provided under this Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

(h) Commercial General Liability insurance policies shall be endorsed to name as an additional insured the County, and its officers, agents, employees, volunteers, and members of the County Board of Supervisors.

(i) All policies shall contain: (i) the agreement of the insurer to give the County at least ten (10) days' notice prior to cancellation or material change for non-payment of premium, and thirty (30) days' notice prior to cancellation for any other change or cancellation in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

(j) All insurance companies providing coverage pursuant to this Section shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A. M. Best's rating of not less than "A:VII" or equivalent.

Any design professionals working on the Development in direct contract with Borrower shall maintain errors and omission coverage in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.

Acceptance of Borrower's insurance by the County does not relieve or decrease the liability of Borrower under the Agreement. The insurance required to be procured by Borrower pursuant to this Section does not reduce or limit Borrower's contractual obligation to indemnify and defend the County as provided in this Agreement.

Deductible amounts under the insurance policies provided by Borrower are subject to the reasonable approval of the County. Any deductible or self-insured retention amount or other similar obligation under the insurance policies provided by Borrower are the sole responsibility of Borrower.

Before commencing operations under this Agreement, Borrower shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form satisfactory to County, evidencing that all required applicable insurance coverage is in effect. The County reserves the rights to

require the contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to the County at the address set forth in the Agreement with a copy to the County's Risk Management Unit, Box 696, Bridgeport, CA 93517

ASSIGNMENT OF COLLATERAL DOCUMENTS

This Assignment of Collateral Documents (the "Assignment") is entered into as of this _____, 2021, by and between the Mono County, a political subdivision of the State of California (the "Assignee"), and Pacific West Communities, Inc., an Idaho Corporation (the "Assignor"), with reference to the following facts:

RECITALS

A. Pursuant to the terms of that certain Predevelopment Loan Agreement by and between Assignor and Assignee and dated the same date as this Assignment (the "Loan Agreement"), Assignee is making a loan to Assignor in the amount of Three Hundred Six Thousand Twenty-One Dollars (\$306,021) (the "Loan"). Capitalized terms used but not defined in this Assignment have the meanings set forth in the Loan Agreement.

B. For the purpose of providing additional security for the Obligations (defined below), Assignor has agreed to assign to Assignee, Assignor's right, title, and interest in, to and under those agreements, contracts and other work product described below and pertaining to the Initial Phase, and listed in Schedule I attached hereto, as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

TERMS

1. Purpose. This Assignment is made to secure prompt, full and complete payment and performance of any and all obligations of Assignor with respect to the Loan (the "Obligations") including but not limited to: (i) payment, performance, observance and satisfaction of all representations, warranties, covenants and conditions contained in the Loan Documents; and, (ii) payment and performance of any and all other liabilities or obligations of Assignor to Assignee, direct or indirect, absolute or contingent, due or to become due, whether now or hereafter existing which arise under or are evidenced by a document constituting part of the Obligations.

2. Assignment by Assignor. Pursuant to Section 2.4(a) of the Loan Agreement, Assignor hereby assigns and delegates to Assignee, and Assignee hereby accepts from Assignor, as security for the Obligations, including without limitation, the right to use the Collateral Documents (defined below) for any purpose and in any manner, a valid, first priority, continuing security interest in all of Assignor's right, title, and interest in, to and under the following:

(a) all architectural designs, construction, engineering, surveying, and consulting contracts, and any and all amendments, modifications, supplements, addenda and general conditions thereto (collectively, the "Project Agreements") heretofore or hereafter

entered into by Assignor and any Contractor (as defined below) and pertaining to development of the Initial Phase;

(b) all plans and specifications, surveys, shop drawings, working drawings, reports, studies, amendments, modifications, changes, supplements, general conditions, addenda and work product thereto (collectively, the "Reports, Plans and Specifications") heretofore or hereafter prepared by Assignor or any Contractor and pertaining to development of the Initial Phase;

(c) all land use approvals, conditional use permits, building permits and other governmental entitlements and approvals of any nature obtained for the Initial Phase (collectively, the "Government Approvals"); and

(d) all financing or other applications and all other tangible documents, except those of a proprietary or confidential nature, pertaining to development of the Initial Phase ("General Documents").

For purposes of this Agreement, the term "Contractor" means any architect, contractor, engineer, consultant or other person or entity entering into Project Agreements with Assignor (other than attorney agreements for the provision of legal services) and/or preparing Reports, Plans and Specifications or other documents for Assignor with respect to the Initial Phase. Such Project Agreements, Reports, Plans and Specifications, Government Approvals, and General Documents, are hereinafter be collectively referred to as the "Collateral Documents". It is intended that all Collateral Documents, whenever produced, be assigned through this Assignment to Assignee as security for the Loan, whether or not such Collateral Documents are listed on Schedule I.

3. Consent of Contractors. Assignor agrees to obtain and deliver to Assignee, such consents to this assignment of Collateral Documents as may be required by the terms of the Collateral Documents, or as otherwise requested by Assignee, using the form of consent attached hereto as Schedule II (the "Consent").

4. No Assumption of Obligations. This Assignment and any Consents to this Assignment, do not relieve Assignor of its obligations under the Collateral Documents. Assignee does not assume any of Assignor's obligations or duties under any Collateral Documents, including, but not limited to, the obligation to pay for the preparation of any Collateral Documents, until and unless Assignee exercises its rights under this Assignment. Nothing contained in this Assignment shall constitute Assignee as a joint venturer, partner or agent of Assignor.

5. Attorney-In-Fact. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, which power is coupled with an interest, so that Assignee shall have the right, at its option, to demand, receive, and enforce any, some, or all of Assignor's rights with respect to the Collateral Documents, and to perform any and all acts in the name of Assignor or in the name of Assignee with the same force and effect as if performed by Assignor in the absence of this Assignment, upon the occurrence of: (i) a Default by Assignor (after notice and opportunity to cure) or an event which, with notice or the passage of time or both, would constitute a Default

under the Loan Agreement, or (ii) any termination of the Loan Agreement. Until such occurrences, Assignor will be entitled to exercise all rights pertaining to the Collateral Documents.

6. Assignor Representations. Assignor represents and warrants to Assignee that: (i) no previous assignment(s) of its right or interest in or to the Collateral Documents has or have been made, and Assignor agrees not to assign, sell, pledge, transfer, mortgage, or hypothecate its right or interest therein so long as Assignee holds or retains any security interest under the Loan Agreement; and (ii) the copy of each Collateral Document provided by Assignor to Assignee is the complete and entire agreement between the parties thereto in all material respects and the copy of each Collateral Document hereafter to be provided by Assignor to Assignee will be the complete and entire agreement between the parties thereto in all material respects.

7. Governing Law. This Assignment is to be governed by the laws of the State of California, except to the extent that federal law preempts the laws of the State of California. Assignor consents to the jurisdiction of any federal or state court within Mono County, California, having proper venue for the filing and maintenance of any action arising hereunder, and agrees that the prevailing party in any such action will be entitled, in addition to any other recovery, to reasonable attorneys' fees and costs.

8. Binding Upon Successors and Assigns. This Assignment is binding upon and will inure to the benefit of the heirs, legal representatives, successors-in-interest, and assigns of Assignor and Assignee; provided, however, this Section 8 may not be construed and is not intended to waive the restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation, or encumbrance by Assignor contained in the Loan Agreement.

9. Expenses. Assignor shall pay to Assignee, upon demand, the amount of any and all expenses which Assignee may incur in connection with the failure by Assignor to perform or observe any of the provisions of this Assignment.

10. Headings. Section headings contained in this Assignment are inserted as a matter of convenience and for ease of reference only and will be disregarded for all other purposes, including the construction or enforcement of this Assignment or any of its provisions.

11. Termination. This Assignment will terminate, and the lien of the Assignee under this Assignment will be released upon the earlier of Assignor's repayment in full of the Loan.

12. Severability. If any term of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

13. Entire Understanding. This Assignment along with the Loan Agreement constitutes the entire understanding and agreement of the Parties with respect to the assignment of the Collateral Documents. This Assignment and the Loan Agreement supersede all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision be

effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument.

14. Further Assurances. Assignor shall at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably necessary or desirable, or that Assignee may reasonably request, in order to protect any right or interest granted by this Assignment or to enable Assignee to exercise and enforce its rights and remedies under this Assignment.

15. Neutral Interpretation. This Assignment represents the contributions of both parties, each of whom has had the opportunity to be represented by competent counsel. Accordingly, the rule stated in California Civil Code Section 1654 that a contract be construed against its drafter, shall have no application to the interpretation of this Assignment.

16. No Third Party Beneficiaries. This Assignment is not intended to give any interest or right to any third party, and there are no third party beneficiaries to this Assignment.

17. Counterparts. This Assignment may be executed in counterparts by the Parties hereto, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

[signatures on following pages]

WHEREAS, this Assignment has been entered into and made effective by the undersigned as of the dates first above written.

ASSIGNOR

Pacific West Communities, Inc.

By: _____
Caleb Roope, President

ASSIGNEE

County of Mono,
a political subdivision of the State of
California

By: _____

Name: Robert Lawton
Title: County Administrator

SCHEDULE I

LIST OF AGREEMENTS

<u>AGREEMENT</u>	<u>CONTRACTOR</u>	<u>DATE</u>
Architectural Agreement	JK Architecture & Engineering	2/8/2021

(Most recent plans are dated: 3.15.2021, 70% Progress Set (CIVIL, on the 2.3 acre phase I) and DDs from the architect 5.7.2021)

SCHEDULE II

FORM OF CONSENT

[To be executed by each Contractor entering into Project Agreement]

_____, a _____ hereby consents to the foregoing Assignment, of which this Consent is a part, and acknowledges that there presently exists no unpaid claims presently due to the undersigned, except as disclosed to Assignee, arising out of the preparation and delivery to Assignor of the Collateral Documents for which Contractor is responsible and/or the performance of the undersigned's obligations under any Project Agreement.

The undersigned agrees that if, at any time, Assignee, pursuant to its rights under the Loan Agreement, elects to undertake or cause the completion of any portion of the Initial Phase, and gives the undersigned written notice of such election; then, so long as the undersigned has received, receives, or continues to receive the compensation called for under the applicable Project Agreement, Assignee may, at its option, use and rely on the Collateral Documents for the purposes for which it was prepared, and the undersigned will continue to perform its obligations under the applicable Project Agreement for the benefit and account of Assignee in the same manner as if performed for the benefit or account of Assignor in the absence of this Assignment.

The undersigned further agrees that, in the event of a breach by Assignor of the applicable Project Agreement, or any agreement entered into with the undersigned in connection with the Collateral Documents, so long as Assignor's interest in the applicable Project Agreement and Collateral Documents is assigned to Assignee, the undersigned will give written notice to Assignee. Assignee shall have thirty (30) days from the receipt of such written notice of default to remedy or cure said default; provided, however, nothing herein shall require Assignee to cure said default or to undertake any activities associated with the Initial Phase.

The undersigned warrants and represents that it/he/she has no knowledge of any prior assignment(s) of any interest in either the applicable Project Agreement or the Collateral Documents. Except as otherwise defined herein, the terms used herein shall have the meanings given them in the foregoing Assignment or the Loan Agreement, as applicable.

Execution date: _____, 20__

Title of Contract:

By: _____

Name: _____

Its: _____

Date of Contract:

Architect Consent to Assignment

JK Architect and Engineering hereby consents to the foregoing Assignment, of which this Consent is a part, and acknowledges that there presently exists no unpaid claims presently due to the undersigned, except as disclosed to Assignee, arising out of the preparation and delivery to Assignor of the Collateral Documents for which Contractor is responsible and/or the performance of the undersigned's obligations under any Project Agreement.

The undersigned agrees that if, at any time, Assignee, pursuant to its rights under the Loan Agreement, elects to undertake or cause the completion of any portion of the Initial Phase, and gives the undersigned written notice of such election; then, so long as the undersigned has received, receives, or continues to receive the compensation called for under the applicable Project Agreement, Assignee may, at its option, use and rely on the Collateral Documents for the purposes for which it was prepared, and the undersigned will continue to perform its obligations under the applicable Project Agreement for the benefit and account of Assignee in the same manner as if performed for the benefit or account of Assignor in the absence of this Assignment.

The undersigned further agrees that, in the event of a breach by Assignor of the applicable Project Agreement, or any agreement entered into with the undersigned in connection with the Collateral Documents, so long as Assignor's interest in the applicable Project Agreement and Collateral Documents is assigned to Assignee, the undersigned will give written notice to Assignee. Assignee shall have thirty (30) days from the receipt of such written notice of default to remedy or cure said default; provided, however, nothing herein shall require Assignee to cure said default or to undertake any activities associated with the Initial Phase.

The undersigned warrants and represents that it/he/she has no knowledge of any prior assignment(s) of any interest in either the applicable Project Agreement or the Collateral Documents. Except as otherwise defined herein, the terms used herein shall have the meanings given them in the foregoing Assignment or the Loan Agreement, as applicable.

Execution date: _____, 2021

Title of Contract:

By: _____

Name: _____

Its: _____

Date of Contract:

2/8/2021

**PREDEVELOPMENT LOAN AGREEMENT
PROMISSORY NOTE**

\$306,021

Mono County, California
[_____] , 2021

FOR VALUE RECEIVED, and Pacific West Communities, Inc., an Idaho Corporation (the "Borrower"), promises to pay Mono County, a political subdivision of the State of California (the "County"), or order, the principal sum of Three Hundred Six Thousand Twenty-One Dollars (\$306,021), plus interest thereon pursuant to Section 2 below.

1. Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the County the principal amount of Three Hundred Six Thousand Twenty-One Dollars (\$306,021) for the funds loaned to the Borrower by County in connection with that certain Predevelopment Loan Agreement between the Borrower and the County of even date herewith (the "Loan Agreement"). All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

2. Interest. Interest on the Loan will accrue as set forth in Section 2.2 of the Loan Agreement.

3. Term and Repayment Requirements. Payments under this Note are due as set forth in Section 2.5 of the Loan Agreement. The Loan and this Note are fully recourse to Borrower.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of the County, except as permitted in the Loan Agreement.

5. Security. This Note is secured by an Assignment of Collateral Documents, dated the same date as this Note.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note are to be paid to the Mono County Department of Finance at PO Box 556 Bridgeport, CA 93517 Attention: Auditor-Controller, or to such other place as the County may from time to time designate in writing.

(c) All payments on this Note will be without expense to the County. Borrower shall pay all costs and expenses, and reasonable attorney's fees of the County, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the County may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event will the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful interest rate.

7. Default.

(a) Upon the occurrence of a Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note, will, at the option of the County, become immediately due and payable upon written notice by the County to the Borrower without further demand.

(b) The County's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of a Default will not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default. The acceptance by County hereof of any payment which is less than the total of all amounts due and payable at the time of such payment will not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the County, except as and to the extent otherwise provided by law.

8. Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time and that the County may accept further security or release any security for this Note, all without, in any way, affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the County with any person now or hereafter liable for payment of this Note will operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note are absolute, and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

(a) All notices to the County or the Borrower must be given in the manner and at the addresses set forth in the Loan Agreement or to such addresses as the County and the Borrower may hereinafter designate.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees incurred by the County in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note is governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder will be strictly construed, time being of the essence.

(f) This Note, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. This Note may not be modified except upon written consent of the parties.

[SIGNATURE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, this Promissory Note is executed by Borrower as of the day and year written below and is effective as of the date first written above.

BORROWER:

Pacific West Communities

By: _____
Caleb Roope, President



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 8, 2021

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Anne Frievalt

PHONE/EMAIL: (760) 924-1707 / afrievalt@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
6/2/2021 10:41 AM	County Counsel	Yes
6/2/2021 9:37 AM	Finance	Yes
6/4/2021 12:17 PM	County Administrative Office	Yes