



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

### Regular Meeting May 15, 2018

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#### TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

on items of public interest that are within the subject matter jurisdiction of the Board.  
(Speakers may be limited in speaking time dependent upon the press of business)

and number of persons wishing to address the Board.)

2. **RECOGNITIONS - NONE**

3. **COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

4. **DEPARTMENT/COMMISSION REPORTS**

5. **CONSENT AGENDA**

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

**A. Fish and Game Fine Fund Expenditure**

Departments: Economic Development

(Jeff Simpson) - On Wednesday April 4, 2018, the Mono County Fish and Wildlife Commission approved a recommendation to the Board of Supervisors for a \$4,000 expenditure out of the Fish and Game Fine Fund to reprint the Eastern Sierra Fishing Map.

**Recommended Action:** The Board consider and approve the recommendation by the Mono County Fish and Wildlife Commission to allocate \$4,000 from the Fish and Game Fine Fund to reprint the Eastern Sierra Fishing Map.

**Fiscal Impact:** There are enough available appropriations in the Fish and Game Fine Fund to cover this expense.

**B. 2018 Mono County Fog Seal and Striping Project**

Departments: Public Works

The Project will provide pavement preservation and striping rehabilitation to Mono County community roads and to the Bryant Field and Lee Vining Airport. The project manual, including the project plans, were approved at the Board meeting on April 3, 2018. One bid was received for the Project prior to the May 1, 2018 bid submission deadline.

**Recommended Action:** Identify Intermountain Slurry Seal, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the 2018 Mono County Fog Seal and Striping Project ("Project"); 2) approve and authorize Public Works Director to execute a contract with Intermountain Slurry Seal, Inc. for the Project in an amount not to exceed \$691,121.95; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$47,056.10 per change order, provided such amendments and change



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

**Fiscal Impact:** There are insufficient revenues in the County's SB1 account to fund this contract for FY 2017-18. Projections of SB1 revenues are \$336,915 less than was budgeted. The amount available this year is \$353,085, if current projections are accurate. The remaining gap of \$278,676 is proposed to come from the County's SB1 apportionments for the next fiscal year. The General Fund is liable for negative interest apportionments arising from cash deficits and any shortfall if SB1 revenues prove to be insufficient.

**C. Out-of-State Travel Authorization for NACo's 83rd Annual Conference and Exposition**

Departments: Clerk of the Board

Out-of-state travel request for Supervisor Corless to attend the National Association of Counties' (NACo) 83rd Annual Conference and Exposition in Nashville, TN.

**Recommended Action:** Approve out-of-state travel for Mono County Supervisor Stacy Corless (the county's NACo representative) to attend NACo's 83rd Annual Conference and Exposition in Nashville from July 13-16, 2018.

**Fiscal Impact:** Up to \$1,500 for conference registration, hotel stay, and air travel is included in the Board of Supervisors budget for FY 2017-18 and proposed by the Board for FY 2018-19.

**D. Appointments to the Mammoth Lakes Mosquito Abatement District**

Departments: CAO

In order to ensure the orderly conduct of business, the Mammoth Lakes Mosquito Abatement District requires a duly appointed Board of Trustees. At this time, there are no appointed Trustees. This item will appoint 5 interested citizens to the District Board.

**Recommended Action:** Appoint Jeff Boucher, David Harvey, Stephen Ganong, Dan Schaller and Lyle Koegler to 4-year terms on the Mammoth Lakes Mosquito Abatement District Board of Trustees, expiring May 15, 2022.

**Fiscal Impact:** None.

**E. County Maintained Mileage for FY18-19**

Departments: Public Works

Annual review of the County maintained road mileage.

**Recommended Action:** Adopt Resolution No. R18-\_\_\_\_, Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2018 – 2019.

**Fiscal Impact:** The proposed action will result in no change in mileage to the County Road System, which has a total of 684.42 miles of County-maintained roads. Therefore, the percentage allocated to Mono County will remain the same.

**F. Appointment to the Construction Board of Appeals**

Departments: CDD - Building Division

Consider appointment of the following individual to the five (5) member Construction Board of Appeals: Randy Gilbert - CA General Contractor.

**Recommended Action:** Appoint Randy Gilbert to the Construction Board of Appeals for a four-year term expiring December 31, 2021.

**Fiscal Impact:** Fiscal impacts are negligible. Board operating costs are confined to support staff and minimal office expenses, and are already programmed in the budget. Appeal fees will cover costs of individual appeals.

**G. CSA#1 Crowley Lake Skatepark Budget Increase Request**

Departments: Finance, CAO

Increase in the Capital Improvement Projects Budget for the skatepark by \$14,000 to a total project budget of \$704,000. The Skatepark project is funded by CSA#1.

**Recommended Action:** 1. Amend the Crowley Lake Skatepark Budget for FY 2017-18 in the Capital Improvement Projects Budget from \$690,000 to \$704,000 for construction expenses and reimbursement from County Service Area #1 (CSA#1). 2. Approve transfer of \$14,000 from the CSA#1 contingency budget to cover this increase (both actions require 4/5ths vote).

**Fiscal Impact:** There is no impact to the General Fund. This item would decrease CSA #1 contingency from \$66,500 to \$52,500.

**H. Proposed Ordinance adding Mono County Code 5.65 to the Mono County Code regulating short-term rentals in residential areas**

Departments: CDD

Proposed ordinance adding Chapter 5.65 to the Mono County Code regulating short-term rentals in residential areas. As proposed, Chapter 5.65 would establish a permitting process for short-term rentals in residential areas within the unincorporated county and includes application and review requirements, enforcement provisions, operational requirements and conditions, and a limit on the number of owner-occupied (Type I) rentals in the Clark Tract in June Lake.

**Recommended Action:** Adopt proposed ordinance No. ORD18-\_\_\_, An Ordinance of the Mono County Board of Supervisors Adding Chapter 5.65 to the Mono County Code Pertaining to the Local Regulation and Permitting of Short-Term Rentals in Residential Areas Within the Unincorporated Area of the County. Approve and

direct staff to file a notice of determination for the proposed Addendum under the California Environmental Quality Act for the ordinance.

**Fiscal Impact:** Minimal - permit fees are charged for processing permits and business licenses, an increase in the number of permits will increase transient occupancy tax (TOT) revenue.

**6. CORRESPONDENCE RECEIVED**

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

**A. Applicaton for Alcoholic Beverage License**

Departments: Clerk of the Board

Application for the Department of Alcoholic Beverage Control for alcoholic beverage license from Crowley Lake General Store.

**7. REGULAR AGENDA - MORNING**

**A. Workshop - Building a Financially Resilient Mono County**

Departments: Finance

1 hour (30 minute presentation, 30 minute discussion)

(Janet Dutcher) - Presentation about Government Finance Officers' Association (GFOA) identification of eight essential characteristics of a financially resilient system and the building blocks of long-term financial planning, followed by a discussion on how this system might apply to Mono County.

**Recommended Action:** Receive presentation. Discuss application to Mono County. Provide any desired direction to staff.

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

**B. FY 2018-2019 Budget Update**

Departments: CAO, Finance

30 minutes (20 minutes presentation; 10 minutes discussion)

(Janet Dutcher, Leslie Chapman) - Finance and the CAO will update the Board about the FY 2018-2019 budget development and process.

**Recommended Action:** Receive information and provide direction to staff, if desired.

**Fiscal Impact:** None.

**C. Agricultural Commissioner's Presentation**

Departments: Agricultural Commissioner

20 minutes

(Nathan D. Reade, Agricultural Commissioner) - Presentation on the various functions of the Agricultural Commissioner's Office.

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

**Fiscal Impact:** None.

**D. 2018 Agricultural Commissioner's Crop Report**

Departments: Agricultural Commissioner

20 minutes

(Nathan D. Reade, Agricultural Commissioner) - Presentation by Nathan Reade regarding 2017 Mono County Crop and Livestock Report..

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

**Fiscal Impact:** None.

**E. District Attorney's Department Presentation**

Departments: District Attorney

30 minutes (20 minute presentation, 10 minute discussion)

(Tim Kendall) - This presentation will give an overview of the Department, review goals that were set in the 2017-18 budget process and inform the Board on department goals for the 2018-2019 budget year, how these goals are measured, and how the priorities of the department contribute to the Board's Strategic Plan.

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

**Fiscal Impact:** None.

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

**9. CLOSED SESSION**

**A. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Mammoth Mall, 126 Old Mammoth Rd., Mammoth Lakes, CA. Negotiating Parties: Mono County and Greenlaw Partners. Agency negotiators: Leslie Chapman, Stacey Simon and Tony Dublino

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

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

**11. REGULAR AGENDA - AFTERNOON**

**A. Mammoth Community Water District Presentation of Groundwater Report and Request for Board Support**

Departments: CAO

30 minutes (15 minute presentation, 15 minute discussion)

(Patrick Hayes, General Manager, MCWD) - Mammoth Community Water District presentation of groundwater report and request for Board to approve a letter to the Bureau of Land Management (BLM) requesting additional groundwater monitoring and mitigation measures related to geothermal development on lands under BLM's jurisdiction.

**Recommended Action:** Receive presentation. Consider and provide direction regarding proposed letter to BLM. Provide any direction to staff.

**Fiscal Impact:** None.

**B. Air Service Report**

Departments: Economic Development

20 minutes

(John Urdi - Executive Director, Mammoth Lakes Tourism) - Presentation by John Urdi, Executive Director of Mammoth Lakes Tourism, regarding an update on scheduled commercial Air Service and the summer/fall Minimum Revenue Guarantee (MRG) partnership program.

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

**Fiscal Impact:** None at this time. NOTE: In FY17-18, Mono County contributed \$35,605 to the Minimum Revenue Guarantee program for summer/fall 2017 flight service. Over the past several years, county participation has ranged from \$50,000 to \$80,000 annually. For consideration in the FY18-19 budget process, Mammoth Lakes Tourism is requesting a county contribution of \$100,000.

**C. Local Area Management Program (LAMP) Presentation**

Departments: Health

45 minutes (30 minute presentation, 15 minute discussion)

(Louis Molina) - Presentation by Louis Molina regarding Mono County's proposed Local Area Management Program (LAMP). The LAMP prescribes requirements and conditions for onsite wastewater treatment systems (OWTS), which include construction standards, siting, servicing, and reporting requirements.

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

**Fiscal Impact:** None.

**D. Non-Funded Challenge Cost Share Agreement Between Mono County, Town of Mammoth Lakes, Inyo National Forest and Humboldt-Toiyabe National Forest**

Departments: CAO

10 minutes

(Tony Dublino) - Consideration of a Non-Funded Challenge Cost Share Agreement (NFCCSA) between the County of Mono, Town of Mammoth Lakes, Inyo National Forest and Humboldt-Toiyabe National Forest, for the purposes of administering joint recreation efforts.

**Recommended Action:** Authorize CAO to enter NFCCSA, in substantial conformance with the attached draft.

**Fiscal Impact:** None.

**E. Appeal of Timeliness Determination -- Probation Officers Decertification Petition**

Departments: County Counsel

15 Minutes

(Anne Larsen) - Appeal filed by Mono County Probation Officers (MCPO) of determination made by Mono County Employee Relations Officer (Human Resources Director Dave Butters) that MCPO's petition requesting decertification of Local 39 as the exclusive representative of the MCPO was untimely filed under Mono County Personnel Rule 670 subdivision (H). The appeal is brought pursuant to Rule 670, subdivision (L).

**Recommended Action:** Receive testimony, evidence, and staff report regarding appeal. Take such action with respect to the appeal, if any, as the Board deems appropriate. Provide any desired direction to staff.

**Fiscal Impact:** None.

**12. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: Economic Development**

**TIME REQUIRED**

**PERSONS APPEARING BEFORE THE BOARD** Jeff Simpson

**SUBJECT** Fish and Game Fine Fund Expenditure

**AGENDA DESCRIPTION:**

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

On Wednesday April 4, 2018, the Mono County Fish and Wildlife Commission approved a recommendation to the Board of Supervisors for a \$4,000 expenditure out of the Fish and Game Fine Fund to reprint the Eastern Sierra Fishing Map.

**RECOMMENDED ACTION:**

The Board consider and approve the recommendation by the Mono County Fish and Wildlife Commission to allocate \$4,000 from the Fish and Game Fine Fund to reprint the Eastern Sierra Fishing Map.

**FISCAL IMPACT:**

There are enough available appropriations in the Fish and Game Fine Fund to cover this expense.

**CONTACT NAME:** Jeff Simpson

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

**SEND COPIES TO:**

Jeff Simpson

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Fish and Game Code 13103</a>
<a href="#">Eastern Sierra Fishing Map</a>

**History**

Time

Who

Approval



5/10/2018 11:06 AM	County Administrative Office	Yes
5/7/2018 11:57 AM	County Counsel	Yes
5/10/2018 5:44 PM	Finance	Yes



# MONO COUNTY

## ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

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

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

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Jeff Simpson  
Economic Development Manager  
Jsimpson@mono.ca.gov  
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### STAFF REPORT

**SUBJECT:** Fish and Game Fine Fund Expenditure.

**RECOMMENDATION:** The Board consider and approve the recommendation by the Mono County Fish and Wildlife Commission to allocate \$4,000.00 from the Fish and Game Fine Fund to reprint the Eastern Sierra Fishing Map.

**BACKGROUND:** On Wednesday April 4, 2018, The Mono County Fish and Wildlife Commission approved a recommendation to the Board of Supervisors for a \$4,000 expenditure out of the Fish and Game Fine Fund to reprint the Eastern Sierra Fishing Map.

The Eastern Sierra Fishing Map has been extremely popular since its initial creation two years ago. The map includes literature on sustainable fishing best practices, tips for catch and release, and is the only map that includes all of Mono and Inyo Counties. This brochure was created in partnership with Visit Mammoth, Visit Bishop, Inyo County Fisheries Commission and the Mono County Fish and Wildlife Commission.

**DISCUSSION:** Public education is a permissible use of the Fish and Game Fine Fund money per the Fish and Game Code Section 13103 article (a).

**FISCAL IMPACT:** There are enough available appropriations in the Fish and Game Fine Fund to cover this expense..

**State of California**

**FISH AND GAME CODE**

**Section 13103**

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13103. Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

(a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.

(b) Temporary emergency treatment and care of injured or orphaned wildlife.

(c) Temporary treatment and care of wildlife confiscated by the department as evidence.

(d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.

(e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.

(f) Construction, maintenance, and operation of public hatchery facilities.

(g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.

(h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.

(i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department.

(j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 15 percent of the average amount received by the fund during the previous three-year period, or ten thousand dollars (\$10,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.

(k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.

(l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.

(m) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife.

(Amended by Stats. 2012, Ch. 546, Sec. 6. (AB 2363) Effective September 25, 2012.)



# TIPS FOR CATCH AND RELEASE SUSTAINABLE FISHING

## 1 USE ARTIFICIAL LURES (NO BAIT) TO MINIMIZE DEEP HOOKING.

Barbless hooks or hooks with flattened barbs make unhooking easier and less stressful on the fish.

## 2 LAND YOUR FISH AS CAREFULLY AND QUICKLY AS POSSIBLE.

If you plan to release the fish, do not pull it up or land it on dry land—sand, rocks and vegetation damage the trout’s slime covering that helps keep the fish healthy.

## 3 AVOID MOVING THE FISH FROM THE WATER.

Unhook and release the fish while it is still under water.

## 4 ONLY USE WET HANDS AND LIMIT OVERALL HANDLING OF FISH.

Never use a rag and never squeeze the fish or touch its eyes or gills.

## 5 GENTLY REMOVE HOOKS THAT ARE VISIBLE.

If you can see the hook, remove it carefully. Otherwise, just clip the line near the mouth on a deep hooked fish. The hook will rust and dissolve over time.



# EVERYONE LOVES TROPHY-SIZED TROUT!

## Want more monsters to catch?

Join the effort to keep our Eastern Sierra fisheries healthy and sustainable so that trout can grow to trophy sizes – not only for your next fishing trip but for your great-grandkids and their great-grandkids! It’s simple:

**KEEP ONLY WHAT YOU NEED  
RELEASE THE REST TO REPRODUCE,  
GROW AND TRANSFORM INTO  
TROPHY-SIZED BEAUTIES!**

# LEAVE NO TRACE

Fishing line and hooks left behind can harm pets, wildlife and other people (often children, who are wading, swimming or playing on the shore). Please collect and recycle fishing line and hooks at your local tackle shop and at fishing disposal tubes at lakes and marinas throughout the Eastern Sierra.

# JUNE IS LEARN TO FISH MONTH!

Share the love of fishing with your friends and family! Invite someone who has never fished before to cast a line with you in your favorite waters during the month of June. Get someone “hooked” on fishing – share the excitement of catching your first fish and post your pictures on social media with the hashtag **#LearnToFish**



PHOTO CREDIT: REBECCA GARRETT



PHOTO CREDIT: NICK SOUZA/MONO COUNTY TOURISM

# FISH SPECIES FOUND IN THE EASTERN SIERRA

## CATCH THE SIERRA SLAM!

Catch all four species of trout in the same day or on the same trip – Rainbow, Brown, Golden, and Cutthroat – and you’ve got a Sierra Slam!

- |                     |                  |
|---------------------|------------------|
| Rainbow Trout*      | Small Mouth Bass |
| Brown Trout*        | Kokanee Salmon   |
| Lahontan Cutthroat* | Largemouth Bass  |
| Golden Trout*       | Catfish          |
| Brook Trout         | Carp             |
| Sacramento Perch    | Bluegill         |

For information on derbies, events, lodging, professional fishing guides and more, please contact:



**MONO COUNTY TOURISM**  
MonoCounty.org



**MAMMOTH LAKES TOURISM**  
VisitMammoth.com



**VISIT BISHOP**  
BishopVisitor.com



**INYO COUNTY**  
TheOtherSideOfCalifornia.com

# OVER 650,000 LBS. OF FISH STOCKING

In addition to the significant amount of trout stocking provided by California Department of Fish and Wildlife (DFW) – Mono County, Mammoth Lakes, Inyo County, Bishop, and private marinas and resorts also plant approximately 40,000 pounds. This partnership stocking program totals over 650,000 pounds in the Eastern Sierra annually! Learn more at the DFW website: **Wildlife.ca.gov**

# EASTERN SIERRA FISHING MAP



PHOTO CREDIT: COULIN FARELLO/OP CREATIVE

**INYO AND MONO COUNTIES**



# EASTERN SIERRA FISHING DESTINATIONS

REGULAR FISHING SEASON BEGINS THE LAST SATURDAY IN APRIL AND ENDS ON NOVEMBER 15. MANY WATERS OPEN FOR YEAR-ROUND FISHING.

## 1 WEST WALKER RIVER\*

**US 395, Walker/Coleville/Topaz**

Designated a Wild and Scenic River, the West Walker has great fishing all year long, and is subject to year-round fishing regulations from November 16 until the last Saturday in April.

## 2 BRIDGEPORT RESERVOIR AND EAST WALKER RIVER\*

**SR 182, North of Bridgeport**

Anglers come from all over the country each year to try their luck against wily browns, rainbows, cutthroat and Sacramento perch. The East Walker is open for year-round fishing.

## 3 TWIN LAKES

**Twin Lakes Road, Bridgeport**

About 13 miles from Bridgeport, this family favorite destination has excellent camping and fishing on two pristine lakes beneath the Sawtooth Ridge.

## 4 VIRGINIA LAKES

**Virginia Lakes Road**

At the top of Conway Summit, south of Bridgeport, these picture-perfect lakes west of US 395 are stocked regularly with rainbows.

## 5 LUNDY LAKE

**Lundy Lake Road**

North of Lee Vining, west of US 395, follow Lundy Lake Road to a good-sized lake and lots of rainbow, brown and brook trout.

## 6 JUNE LAKE LOOP

**SR 158/June Lake Loop**

Four lakes – June, Gull, Silver, and Grant – all within a 15-mile stretch are loaded with rainbow and brown trout.

## 7 MAMMOTH LAKES BASIN

**Mammoth Lakes**

Boat, float and shore fish for rainbows, browns and brookies in Lake Mary, Twin Lakes, Lake Mamie and Lake George. Or fish the backcountry by hiking as little as a mile to the five lakes in the upper basin.

## 8 HOT CREEK\*

**Hot Creek Road**

This popular stream, east of Mammoth Lakes, is swimming with trout and is ideal for beginning fly fishing.

## 9 CONVICT LAKE

**South of Mammoth Lakes off US 395**

Catching your limit is common on this big, well-stocked lake. A marina offers boat rentals and Convict Lake Resort hosts derbies every spring and fall.

## 10 CROWLEY LAKE

**South Landing**

East of Mammoth Lakes and north of Tom's Place, the rainbow at Crowley grow big off Sacramento perch fry.

## 11 ROCK CREEK AND ROCK CREEK LAKE

**Rock Creek Road**

Stretching from Paradise to Rock Creek Lake, the creek offers countless spots for anglers to drop lines. Rock Creek Lake, heading west at Tom's Place exit, is particularly gorgeous in the fall.

## 12 PLEASANT VALLEY RESERVOIR\*

**Pleasant Valley Dam Road**

An outstanding year-round fishery, Pleasant Valley Reservoir is located in a canyon along the Chalk Bluffs about 10 minutes north-west of Bishop. Many people leave their vehicles in the parking lot at the base of the dam and bike or hike into the canyon along the two mile paved maintenance road that runs adjacent to the reservoir.

## 13 OWENS RIVER\*

**Owens River Road**

The gently flowing scenic waterway is popular with both fly anglers that fish from shore, drift boat or float tube and is open year-round.

The Wild Trout area below Pleasant Valley Campground is favored by fly fisherman; it is a barbless, catch and release zone.

The Buckley Ponds area south of Bishop offers warm water species including bass, catfish and bluegill.

## 14 BISHOP CREEK CANYON

**SR 168, West of Bishop**

An alpine wonderland of pine forest, rushing streams and clear blue lakes. Easy to access and popular fishing spots include Lake Sabrina, South Lake, North Lake, Weir Pond, Intake II and North and South Forks of Bishop Creek.

## 15 INDEPENDENCE CREEK

**West of Independence**

A beautiful stream stocked heavily with rainbows by DFW is open early every year from the last Saturday in March through November 15.

## 16 LONE PINE CREEK

**Whitney Portal Road**

Turn west at the stoplight in Lone Pine and fish the creek starting at the mouth of the canyon and work your way up for unparalleled mountain stream fishing.

## 17 COTTONWOOD CREEK

**Horseshoe Meadows Road**

Turn west at the Cottonwood Power House Turnoff about 10 miles south of Lone Pine. Keep to the left as you cross the Los Angeles Aqueduct. The best fishing is from the campgrounds at the power house intake to the end of the road.

## 18 DIAZ LAKE\*

**South of Lone Pine on US 395**

Diaz Lake is a popular roadside destination for camping and fishing just a few miles south of Lone Pine and is open year-round. There is a nice boat launch and camping is available year-round. The lake is well stocked with rainbows and it is not unusual for a heavyweight largemouth bass to make a showing.



**Regulations – Fishing regulations are subject to change at any time.** Please check the California Department of Fish and Wildlife website prior to arrival at [Wildlife.ca.gov](http://Wildlife.ca.gov).

**Requirements – a California Sport Fishing License is required for anyone over 16.** One-day and annual licenses are sold at all Eastern Sierra tackle shops or online at [Wildlife.ca.gov/Licensing](http://Wildlife.ca.gov/Licensing).

\***Year-Round Fishing** – Green areas indicate year-round fishing. Some waters have special regulations for fishing methods and bag limits. Be sure to check DFW sport fishing regulations.

\***Special regulations may apply.**

**Early Open Fishing** – Pink areas indicate early open fishing. Fishing opens the first Saturday in March - November 15.

**Hike-In Lakes** – Head up to the higher alpine lakes for solitude, scenery and wild trout. Parker and Little Walker lakes off the June Lake Loop (SR 158) are recommended, as are those along the Little Lakes Valley trail at the end of Rock Creek Road. Other favorite hike-in lakes are around the Twenty Lakes Basin at Saddlebag Lake (Tioga Pass Road/SR 120), as well as Cottonwood Lakes over New Army Pass, and Kirman Lake off Sonora Pass/SR 108.

**Additional Fishing Info** – California Department of Fish and Wildlife: 760-872-1171 or visit [Wildlife.ca.gov](http://Wildlife.ca.gov).

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 15, 2018

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** 2018 Mono County Fog Seal and  
Striping Project

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

The Project will provide pavement preservation and striping rehabilitation to Mono County community roads and to the Bryant Field and Lee Vining Airport. The project manual, including the project plans, were approved at the Board meeting on April 3, 2018. One bid was received for the Project prior to the May 1, 2018 bid submission deadline.

---

### RECOMMENDED ACTION:

Identify Intermountain Slurry Seal, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the 2018 Mono County Fog Seal and Striping Project ("Project"); 2) approve and authorize Public Works Director to execute a contract with Intermountain Slurry Seal, Inc. for the Project in an amount not to exceed \$691,121.95; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$47,056.10 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

---

### FISCAL IMPACT:

There are insufficient revenues in the County's SB1 account to fund this contract for FY 2017-18. Projections of SB1 revenues are \$336,915 less than was budgeted. The amount available this year is \$353,085, if current projections are accurate. The remaining gap of \$278,676 is proposed to come from the County's SB1 apportionments for the next fiscal year. The General Fund is liable for negative interest apportionments arising from cash deficits and any shortfall if SB1 revenues prove to be insufficient.

---

**CONTACT NAME:** Chad Senior

**PHONE/EMAIL:** 760 920-3496 / csenior@mono.ca.gov

---

**SEND COPIES TO:**

csenior@mono.ca.gov

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

## ATTACHMENTS:

<b>Click to download</b>
<a href="#">Staff Report</a>
<a href="#">Bid Tab</a>
<a href="#">Contract</a>

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### History

Time	Who	Approval
5/10/2018 3:36 PM	County Administrative Office	Yes
5/10/2018 5:41 PM	County Counsel	Yes
5/10/2018 5:18 PM	Finance	Yes





# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** May 15, 2018

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Chad Senior, Associate Engineer

**Re:** Contract Award for the 2018 Mono County Fog Seal and Striping Project

## **Recommended Action:**

Identify Intermountain Slurry Seal, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the 2018 Mono County Fog Seal and Striping Project ("Project"); 2) approve and authorize Public Works Director to execute a contract with Intermountain Slurry Seal, Inc. for the Project in an amount not to exceed \$691,121.95; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$47,056.10 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

## **Fiscal Impact:**

There are insufficient revenues in the County's SB1 account to fund this contract for FY 2017-18. Projections of SB1 revenues are \$336,915 less than was budgeted. The amount available this year is \$353,085, if current projections are accurate. The remaining gap of \$278,676 is proposed to come from the County's SB1 apportionments for the next fiscal year. The General Fund is liable for negative interest apportionments arising from cash deficits and any shortfall if SB1 revenues prove to be insufficient.

## ***Strategic Plan Focus Area: Infrastructure, Environmental Sustainability***

## **Background:**

The Project will provide pavement preservation and striping rehabilitation to Mono County community roads and to the Bryant Field and Lee Vining Airport. The project manual, including the project plans, were approved at the Board meeting on April 3, 2018. One bid was received for the Project prior to the May 1, 2018 bid submission deadline. See the Bid Tabulation attached as Exhibit 1.

Staff recommends that the Board of Supervisors award the contract to Intermountain Slurry Seal, Inc., which submitted a responsive bid and is the lowest responsible bidder. The contract will include all base bid project locations and all alternate bid project locations. The contract is attached as Exhibit 2.

County staff will perform inspection duties for the Project. Construction is expected to begin in June 2018. Please contact me at 760.924.1812 or by email at [csenior@mono.ca.gov](mailto:csenior@mono.ca.gov) if you have any questions regarding this matter. Thank you.

Respectfully submitted,



---

Chad Senior  
Associate Engineer

Attachments: Exhibit 1 – Bid Tabulation  
Exhibit 2 – Contract with Intermountain Slurry Seal, Inc.

# **EXHIBIT 1**

## **BID TABULATION**

**2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT**

County of Mono, Department of Public Works  
**2018 Mono County Fog Seal and Striping Project**  
**Bid Tabulation**

Project No. 9301

Bridgeport Streets - Base Bid A					Intermountain Slurry Seal, Inc.		Contractor "2"		Contractor "3"	
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00				
2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00				
3	12	Traffic Control	1	LS	\$ 11,000.00	\$ 11,000.00				
4	37	Fog Seal Coat	49390	SY	\$ 0.65	\$ 32,103.50				
5	84	Crosswalk (PAINT)	3	LS	\$ 175.00	\$ 525.00				
6	84	Right Edgeline (PAINT)	2130	LF	\$ 0.50	\$ 1,065.00				
7	84	"School Xing" Marking (PAINT)	2	LS	\$ 500.00	\$ 1,000.00				
8	84	Parking Space Striping (PAINT)	1	LS	\$ 500.00	\$ 500.00				
9	84	Accessible Parking Space (PAINT)	1	LS	\$ 500.00	\$ 500.00				
10	84	"Stop" Marking (PAINT)	11	LS	\$ 200.00	\$ 2,200.00				
11	84	Stop Bar (PAINT)	17	LS	\$ 75.00	\$ 1,275.00				
<b>Bridgeport Streets - Base Bid A</b>					<b>Subtotal:</b>	<b>\$ 50,918.50</b>	<b>Subtotal:</b>	<b>\$ -</b>	<b>Subtotal:</b>	<b>\$ -</b>

Lee Vining Streets - Base Bid B					Intermountain Slurry Seal, Inc.		Contractor "2"		Contractor "3"	
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00				
2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00				
3	12	Traffic Control	1	LS	\$ 5,500.00	\$ 5,500.00				
4	37	Fog Seal Coat	28483	SY	\$ 0.61	\$ 17,374.63				
5	84	Crosswalk (PAINT)	6	LS	\$ 175.00	\$ 1,050.00				
6	84	Parking Space Striping (PAINT)	1	LS	\$ 1,000.00	\$ 1,000.00				
7	84	Centerline (PAINT)	400	LF	\$ 0.50	\$ 200.00				
8	84	Accessible Parking Space (PAINT)	2	LS	\$ 250.00	\$ 500.00				
9	84	"Stop" Marking (PAINT)	9	LS	\$ 200.00	\$ 1,800.00				
10	84	Stop Bar (PAINT)	3	LS	\$ 75.00	\$ 225.00				
<b>Lee Vining Streets - Base Bid B</b>					<b>Subtotal:</b>	<b>\$ 28,399.63</b>	<b>Subtotal:</b>	<b>\$ -</b>	<b>Subtotal:</b>	<b>\$ -</b>

Chalfant Streets - Base Bid C					Intermountain Slurry Seal, Inc.		Contractor "2"		Contractor "3"	
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00				
2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00				
3	12	Traffic Control	1	LS	\$ 15,500.00	\$ 15,500.00				
4	37	Fog Seal Coat	89658	SY	\$ 0.59	\$ 52,898.22				
5	84	Centerline (PAINT)	4600	LF	\$ 0.50	\$ 2,300.00				
6	84	Right Edgeline (PAINT)	8820	LF	\$ 0.50	\$ 4,410.00				
7	84	"Stop Ahead" Marking (Paint)	1	LS	\$ 500.00	\$ 500.00				
8	84	Stop Bar (PAINT)	4	LS	\$ 75.00	\$ 300.00				
9	84	"Stop" Marking (PAINT)	4	LS	\$ 200.00	\$ 800.00				
<b>Chalfant Streets - Base Bid C</b>					<b>Subtotal:</b>	<b>\$ 77,458.22</b>	<b>Subtotal:</b>	<b>\$ -</b>	<b>Subtotal:</b>	<b>\$ -</b>

Paradise Streets - Base Bid D					Intermountain Slurry Seal, Inc.		Contractor "2"		Contractor "3"	
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00				
2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00				
3	12	Traffic Control	1	LS	\$ 5,500.00	\$ 5,500.00				
4	37	Fog Seal Coat	20381	SY	\$ 0.73	\$ 14,878.13				
5	84	Centerline (PAINT)	2357	LF	\$ 0.75	\$ 1,767.75				
6	84	Stop Bar (PAINT)	6	LS	\$ 200.00	\$ 1,200.00				
7	84	"Stop" Marking (PAINT)	6	LS	\$ 400.00	\$ 2,400.00				
<b>Paradise Streets - Base Bid D</b>					<b>Subtotal:</b>	<b>\$ 26,495.88</b>	<b>Subtotal:</b>	<b>\$ -</b>	<b>Subtotal:</b>	<b>\$ -</b>

Swall Meadows Streets - Alternate Bid E					Intermountain Slurry Seal, Inc.		Contractor "2"		Contractor "3"	
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00				
2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00				
3	12	Traffic Control	1	LS	\$ 10,500.00	\$ 10,500.00				
4	37	Fog Seal Coat	68972	SY	\$ 0.55	\$ 37,934.60				
5	84	Centerline (PAINT)	3434	LF	\$ 0.50	\$ 1,717.00				
6	84	Stop Bar (PAINT)	2	LS	\$ 500.00	\$ 1,000.00				
7	84	"Stop" Marking (PAINT)	2	LS	\$ 500.00	\$ 1,000.00				
8	84	Right Edgeline (PAINT)	6910	LF	\$ 0.50	\$ 3,455.00				
9	84	"Stop Ahead" Marking (Paint)	1	LS	\$ 500.00	\$ 500.00				
<b>Swall Meadows Streets - Alternate Bid E</b>					<b>Subtotal:</b>	<b>\$ 56,856.60</b>	<b>Subtotal:</b>	<b>\$ -</b>	<b>Subtotal:</b>	<b>\$ -</b>

County of Mono, Department of Public Works  
**2018 Mono County Fog Seal and Striping Project**  
**Bid Tabulation**

Project No. 9301

Owens Gorge Road - Alternate Bid F					Intermountain Slurry Seal, Inc.		Contractor "2"		Contractor "3"	
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00				
2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00				
3	12	Traffic Control	1	LS	\$ 10,500.00	\$ 10,500.00				
4	37	Fog Seal Coat	56043	SY	\$ 0.61	\$ 34,186.23				
5	84	Centerline (PAINT)	19700	LF	\$ 0.30	\$ 5,910.00				
6	84	Right Edgeline (PAINT)	44290	LF	\$ 0.30	\$ 13,284.00				
7	84	"Stop" Marking (PAINT)	1	LS	\$ 500.00	\$ 500.00				
8	84	Stop Bar (PAINT)	1	LS	\$ 500.00	\$ 500.00				
<b>Owens Gorge Road - Alternate Bid F</b>					<b>Subtotal:</b>	<b>\$ 65,630.23</b>	<b>Subtotal:</b>	<b>\$ -</b>	<b>Subtotal:</b>	<b>\$ -</b>

June Lake Streets - Alternate Bid G					Intermountain Slurry Seal, Inc.		Contractor "2"		Contractor "3"	
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00				
2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00				
3	12	Traffic Control	1	LS	\$ 5,500.00	\$ 5,500.00				
4	37	Fog Seal Coat	35370	SY	\$ 0.55	\$ 19,453.50				
5	84	Centerline (PAINT)	1409	LF	\$ 0.75	\$ 1,056.75				
6	84	Stop Bar (PAINT)	23	LS	\$ 125.00	\$ 2,875.00				
7	84	"Stop" Marking (PAINT)	21	LS	\$ 100.00	\$ 2,100.00				
8	84	Accessible Parking Space (PAINT)	3	LS	\$ 500.00	\$ 1,500.00				
9	84	Parking Space Striping (PAINT)	1	LS	\$ 500.00	\$ 500.00				
<b>June Lake Streets - Alternate Bid G</b>					<b>Subtotal:</b>	<b>\$ 33,735.25</b>	<b>Subtotal:</b>	<b>\$ -</b>	<b>Subtotal:</b>	<b>\$ -</b>

Lundy Lake Road - Alternate Bid H					Intermountain Slurry Seal, Inc.		Contractor "2"		Contractor "3"	
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00				
2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00				
3	12	Traffic Control	1	LS	\$ 10,500.00	\$ 10,500.00				
4	37	Fog Seal Coat - Road	71468	SY	\$ 0.54	\$ 38,592.72				
5	37	Fog Seal Coat - Turnouts / Boat Ramp	1147	SY	\$ 1.00	\$ 1,147.00				
6	84	Centerline (PAINT)	27008	LF	\$ 0.25	\$ 6,752.00				
7	84	Right Edgeline (PAINT)	54011	LF	\$ 0.25	\$ 13,502.75				
H10	84	"Stop Ahead" Marking (Paint)	1	LS	\$ 500.00	\$ 500.00				
<b>Lundy Lake Road - Alternate Bid H</b>					<b>Subtotal:</b>	<b>\$ 71,744.47</b>	<b>Subtotal:</b>	<b>\$ -</b>	<b>Subtotal:</b>	<b>\$ -</b>

Lower Rock Creek Road - Alternate Bid I					Intermountain Slurry Seal, Inc.		Contractor "2"		Contractor "3"	
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00				
2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00				
3	12	Traffic Control	1	LS	\$ 10,500.00	\$ 10,500.00				
4	37	Fog Seal Coat	65378	SY	\$ 0.57	\$ 37,265.46				
5	84	Centerline (PAINT)	24154	LF	\$ 0.25	\$ 6,038.50				
6	84	Right Edgeline (PAINT)	51263	LF	\$ 0.25	\$ 12,815.75				
<b>Lower Rock Creek Road - Alternate Bid I</b>					<b>Subtotal:</b>	<b>\$ 67,369.71</b>	<b>Subtotal:</b>	<b>\$ -</b>	<b>Subtotal:</b>	<b>\$ -</b>

Crowley Lake Drive - Base Bid J					Intermountain Slurry Seal, Inc.		Contractor "2"		Contractor "3"	
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price
1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00				
2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00				
3	12	Traffic Control	1	LS	\$ 20,500.00	\$ 20,500.00				
4	37	Fog Seal Coat	152941	SY	\$ 0.53	\$ 81,058.73				
5	84	Centerline (PAINT)	45212	LF	\$ 0.20	\$ 9,042.40				
6	84	Right Edgeline (PAINT)	90250	LF	\$ 0.20	\$ 18,050.00				
7	84	Left Edgeline (PAINT)	1954	LF	\$ 0.40	\$ 781.60				
8	84	Stop Bar (PAINT)	12	LS	\$ 200.00	\$ 2,400.00				
9	84	"Stop" Marking (PAINT)	8	LS	\$ 200.00	\$ 1,600.00				
10	84	"Stop Ahead" Marking (Paint)	8	LS	\$ 200.00	\$ 1,600.00				
11	84	Crosswalk (PAINT)	6	LS	\$ 200.00	\$ 1,200.00				
<b>Crowley Lake Drive - Base Bid J</b>					<b>Subtotal:</b>	<b>\$ 136,982.73</b>	<b>Subtotal:</b>	<b>\$ -</b>	<b>Subtotal:</b>	<b>\$ -</b>



# **EXHIBIT 2**

**CONTRACT**

**INTERMOUNTAIN SLURRY SEAL, INC.**

**AGREEMENT BETWEEN COUNTY OF MONO AND  
INTERMOUNTAIN SLURRY SEAL, INC.  
FOR THE CONSTRUCTION OF THE  
2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT**

**INTRODUCTION**

WHEREAS, the County of Mono (“County”) may have the need for the fog sealing and pavement paint marking services of Intermountain Slurry Seal, Inc., a subsidiary of Granite Construction Incorporated. (“Contractor”) (County and Contractor may be referred to individually as a “Party” and collectively as the “Parties”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated herein by this reference:

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

In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern.

**2. TERM**

The term of this Agreement shall be from May 21, 2018, to December 31, 2018, unless sooner terminated as provided in this Agreement.



### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed Six Hundred Ninety-One Thousand One Hundred Twenty-One dollars and Ninety-Five cents (\$691,121.95) or Six Hundred Ninety-One Thousand One Hundred Twenty-One dollars and Ninety-Five cents (\$691,121.95) in any twelve-month period, plus (for public works contracts) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

assessments.

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

#### **4. WORK SCHEDULE**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

#### **7. COUNTY PROPERTY**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

#### **8. WORKERS' COMPENSATION**

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage

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

## 9. INSURANCE

A. Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

### MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than Five Million dollars (\$5,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than Five Million dollars (\$5,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractor's Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.000) per claim or occurrence and Two Million dollars (\$2,000,000.00) policy aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

## **10. STATUS OF CONTRACTOR**

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

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

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

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

## **11. DEFENSE AND INDEMNIFICATION**

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

Contractor’s obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under

the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

## 12. RECORDS AND AUDIT

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

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

## 13. NONDISCRIMINATION

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

## 14. TERMINATION

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

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

## 15. ASSIGNMENT

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

## 16. DEFAULT

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

## 17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default.



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

## **18. CONFIDENTIALITY**

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

## **19. CONFLICTS**

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

## **20. POST-AGREEMENT COVENANT**

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

## **21. SEVERABILITY**

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

## **22. FUNDING LIMITATION**

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

## **23. AMENDMENT**

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

## **24. NOTICE**

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

respective parties as follows:

<p>If to County:</p> <p>Mono County Public Works Department  Attn: Douglas Wilson, Director  P.O. Box 457  Bridgeport, CA 93517  Phone: 760 932-5459</p>	<p>If to Contractor:</p> <p>Intermountain Slurry Seal, Inc.  Attn: Christopher M. Burke  1120 Terminal Way  Reno, NV 89502  Phone: 775 358-1355</p>
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**25. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**COUNTY OF MONO**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Taxpayer's Identification or Social Security Number: \_\_\_\_\_

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO AND  
INTERMOUNTAIN SLURRY SEAL, INC.  
FOR THE CONSTRUCTION OF THE  
2018 MONO FOG SEAL AND STRIPING PROJECT**

**TERM:**

**FROM:** May 21, 2018

**TO:** December 31, 2018

**SCOPE OF WORK:**

County has selected, and Contractor shall construct, project bid items A through M, including all base bid project locations and all bid alternate project locations, of the 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT, Project No. 9301 ("Project").

The major work items of the Project are to preserve existing asphalt surfaces by the application of fog seal coat and paint markings at existing locations on Bridgeport Streets, Lee Vining Streets, June Lake Streets, Chalfant Streets, Paradise Streets, Swall Meadows Streets, Lundy Lake Road, Owens Gorge Road, Crowley Lake Drive, the southern portion of Lower Rock Creek Road, Bryant Field Airport (in Bridgeport, California), Lee Vining Airport, Rimrock Zone of Benefit Streets, and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project's Invitations for Bids and the Contract Documents, which include the Project Manual, Project Plans, and the Standard Specifications (2018) and the Standard Plans (2015) issued by the California Department of Transportation, as they may have been amended for County's use.

Tasks performed in completing the Project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with County's Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this Agreement, which documents are attached hereto and/or by this reference incorporated herein.

**SCHEDULE OF FEES:**

See Bid Schedule set forth in Attachment B of this Agreement and incorporated herein.

**WORK SCHEDULE:**

See Contract Documents, attached hereto and incorporated herein. Completion of site improvements shall be specified by the Department of Public Works in a Notice of Completion filed in the Mono County Recorder's Office.



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**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO AND  
INTERMOUNTAIN SLURRY SEAL, INC.  
FOR THE CONSTRUCTION OF THE  
2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT**

**TERM:**

**FROM:** May 21, 2018

**TO:** December 31, 2018

**SCHEDULE OF FEES:**

See Contractor's Bid Schedule, attached hereto and incorporated herein as Attachment B2. The total project cost shall not exceed Six Hundred Ninety-One Thousand One Hundred Twenty-One dollars and Ninety-Five cents (\$691,121.95), unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval and authorization to proceed as contained in any change orders issued by County, County shall pay Contractor for any additional items or tasks not initially specified in Attachment A (Scope of Work) attached to the Agreement and incorporated herein.

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**ATTACHMENT B2 - BIDSCHEDULE**  
**2018 Mono County Fog Seal and Striping Project**

Project No. 9301

Contractor's Name:

Intermountain Slurry Seal, Inc.

Bridgeport Streets			Base Bid			A
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
A1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
A2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
A3	12	Traffic Control	1	LS	\$ 11,000.00	\$ 11,000.00
A4	37	Fog Seal Coat	49390	SY	\$ 0.65	\$ 32,103.50
A5	84	Crosswalk (PAINT)	3	LS	\$ 175.00	\$ 525.00
A6	84	Right Edgeline (PAINT)	2130	LF	\$ 0.50	\$ 1,065.00
A7	84	"School Xing" Marking(PAINT)	2	LS	\$ 500.00	\$ 1,000.00
A8	84	Parking Space Striping(PAINT)	1	LS	\$ 500.00	\$ 500.00
A9	84	Accessible Parking Space(PAINT)	1	LS	\$ 500.00	\$ 500.00
A10	84	"Stop" Marking (PAINT)	11	LS	\$ 200.00	\$ 2,200.00
A11	84	Stop Bar (PAINT)	17	LS	\$ 75.00	\$ 1,275.00
<b>Bridgeport Streets - Base Bid - A</b>						<b>- Subtotal: \$ 50,918.50</b>

Lee Vining Streets			Base Bid			B
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
B1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
B2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
B3	12	Traffic Control	1	LS	\$ 5,500.00	\$ 5,500.00
B4	37	Fog Seal Coat	28483	SY	\$ 0.61	\$ 17,374.63
B5	84	Crosswalk (PAINT)	6	LS	\$ 175.00	\$ 1,050.00
B6	84	Parking Space Striping(PAINT)	1	LS	\$ 1,000.00	\$ 1,000.00
B7	84	Centerline (PAINT)	400	LF	\$ 0.50	\$ 200.00
B8	84	Accessible Parking Space(PAINT)	2	LS	\$ 250.00	\$ 500.00
B9	84	"Stop" Marking (PAINT)	9	LS	\$ 200.00	\$ 1,800.00
B10	84	Stop Bar (PAINT)	3	LS	\$ 75.00	\$ 225.00
<b>Lee Vining Streets - Base Bid - B</b>						<b>Subtotal: \$ 28,399.63</b>

**ATTACHMENT B2 - BIDSCHEDULE**  
**2018 Mono County Fog Seal and Striping Project**

Project No. 9301

Contractor's Name: Intermountain Slurry Seal, Inc.

Chalfant Streets			Base Bid			C
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
C1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
C2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
C3	12	Traffic Control	1	LS	\$ 15,500.00	\$ 15,500.00
C4	37	Fog Seal Coat	89658	SY	\$ 0.59	\$ 52,898.22
C5	84	Centerline (PAINT)	4600	LF	\$ 0.50	\$ 2,300.00
C6	84	Right Edgeline (PAINT)	8820	LF	\$ 0.50	\$ 4,410.00
C7	84	"Stop Ahead" Marking (Paint)	1	LS	\$ 500.00	\$ 500.00
C8	84	Stop Bar (PAINT)	4	LS	\$ 75.00	\$ 300.00
C9	84	"Stop" Marking (PAINT)	4	LS	\$ 200.00	\$ 800.00
<b>Chalfant Streets - Base Bid - C - Subtotal:</b>						<b>\$ 77,458.22</b>

Paradise Streets			Base Bid			D
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
D1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
D2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
D3	12	Traffic Control	1	LS	\$ 5,500.00	\$ 5,500.00
D4	37	Fog Seal Coat	20381	SY	\$ 0.73	\$ 14,878.13
D5	84	Centerline (PAINT)	2357	LF	\$ 0.75	\$ 1,767.75
D6	84	Stop Bar (PAINT)	6	LS	\$ 200.00	\$ 1,200.00
D7	84	"Stop" Marking (PAINT)	6	LS	\$ 400.00	\$ 2,400.00
<b>Paradise Streets - Base Bid - D - Subtotal:</b>						<b>\$ 26,495.88</b>

**ATTACHMENT B2 - BIDSCHEDULE**  
**2018 Mono County Fog Seal and Striping Project**

Project No. 9301

Contractor's Name:

Intermountain Slurry Seal, Inc.

Swall Meadows Streets				Alternate Bid		E
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
E1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
E2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
E3	12	Traffic Control	1	LS	\$ 10,500.00	\$ 10,500.00
E4	37	Fog Seal Coat	68972	SY	\$ 0.55	\$ 37,934.60
E5	84	Centerline (PAINT)	3434	LF	\$ 0.50	\$ 1,717.00
E6	84	Stop Bar (PAINT)	2	LS	\$ 500.00	\$ 1,000.00
E7	84	"Stop" Marking (PAINT)	2	LS	\$ 500.00	\$ 1,000.00
E8	84	Right Edgeline (PAINT)	6910	LF	\$ 0.50	\$ 3,455.00
E9	84	"Stop Ahead" Marking (Paint)	1	LS	\$ 500.00	\$ 500.00
<b>Swall Meadows Streets - Alternate Bid - E</b>						<b>- Subtotal: \$ 56,856.60</b>

Owens Gorge Road				Alternate Bid		F
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
F1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
F2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
F3	12	Traffic Control	1	LS	\$ 10,500.00	\$ 10,500.00
F4	37	Fog Seal Coat	56043	SY	\$ 0.61	\$ 34,186.23
F5	84	Centerline (PAINT)	19700	LF	\$ 0.30	\$ 5,910.00
F6	84	Right Edgeline (PAINT)	44280	LF	\$ 0.30	\$ 13,284.00
F7	84	"Stop" Marking (PAINT)	1	LS	\$ 500.00	\$ 500.00
F8	84	Stop Bar (PAINT)	1	LS	\$ 500.00	\$ 500.00
<b>Owens Gorge Road - Alternate Bid - F</b>						<b>- Subtotal: \$ 65,630.23</b>

**ATTACHMENT B2 - BIDSCHEDULE**  
**2018 Mono County Fog Seal and Striping Project**

Project No. 9301

Contractor's Name:

Intermountain Slurry Seal, Inc.

June Lake Streets				Alternate Bid		G
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
G1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
G2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
G3	12	Traffic Control	1	LS	\$ 5,500.00	\$ 5,500.00
G4	37	Fog Seal Coat	35370	SY	\$ 0.55	\$ 19,453.50
G5	84	Centerline (PAINT)	1409	LF	\$ 0.75	\$ 1,056.75
G6	84	Stop Bar (PAINT)	23	LS	\$ 125.00	\$ 2,875.00
G7	84	"Stop" Marking (PAINT)	21	LS	\$ 100.00	\$ 2,100.00
G8	84	Accessible Parking Space (PAINT)	3	LS	\$ 500.00	\$ 1,500.00
G9	84	Parking Space Striping (PAINT)	1	LS	\$ 500.00	\$ 500.00
<b>June Lake Streets - Alternate Bid - G</b>						<b>- Subtotal: \$ 33,735.25</b>

Lundy Lake Road				Alternate Bid		H
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
H1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
H2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
H3	12	Traffic Control	1	LS	\$ 10,500.00	\$ 10,500.00
H4	37	Fog Seal Coat - Road	71468	SY	\$ 0.54	\$ 38,592.72
H5	37	Fog Seal Coat - Turnouts / Boat Ramp	1147	SY	\$ 1.00	\$ 1,147.00
H6	84	Centerline (PAINT)	27008	LF	\$ 0.25	\$ 6,752.00
H7	84	Right Edgeline (PAINT)	54011	LF	\$ 0.25	\$ 13,502.75
H10	84	"Stop Ahead" Marking (Paint)	1	LS	\$ 500.00	\$ 500.00
<b>Lundy Lake Road - Alternate Bid - H</b>						<b>- Subtotal: \$ 71,744.47</b>

**ATTACHMENT B2 - BIDSCHEDULE**  
**2018 Mono County Fog Seal and Striping Project**

Project No. 9301

Contractor's Name:

Intermountain Slurry Seal, Inc.

Lower Rock Creek Road				Alternate Bid		I
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
I1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
I2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
I3	12	Traffic Control	1	LS	\$ 10,500.00	\$ 10,500.00
I4	37	Fog Seal Coat	65378	SY	\$ 0.57	\$ 37,265.46
I5	84	Centerline (PAINT)	24154	LF	\$ 0.25	\$ 6,038.50
I6	84	Right Edgeline (PAINT)	51263	LF	\$ 0.25	\$ 12,815.75
<b>Lower Rock Creek Road - Alternate Bid - I</b>						<b>- Subtotal: \$ 67,369.71</b>

Crowley Lake Drive				Base Bid		J
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
J1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
J2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
J3	12	Traffic Control	1	LS	\$ 20,500.00	\$ 20,500.00
J4	37	Fog Seal Coat	152941	SY	\$ 0.53	\$ 81,058.73
J5	84	Centerline (PAINT)	45212	LF	\$ 0.20	\$ 9,042.40
J6	84	Right Edgeline (PAINT)	90250	LF	\$ 0.20	\$ 18,050.00
J7	84	Left Edgeline (PAINT)	1954	LF	\$ 0.40	\$ 781.60
J8	84	Stop Bar (PAINT)	12	LS	\$ 200.00	\$ 2,400.00
J9	84	"Stop" Marking (PAINT)	8	LS	\$ 200.00	\$ 1,600.00
J10	84	"Stop Ahead" Marking (Paint)	8	LS	\$ 200.00	\$ 1,600.00
J11	84	Crosswalk (PAINT)	6	LS	\$ 200.00	\$ 1,200.00
<b>Crowley Lake Drive - Base Bid - J</b>						<b>- Subtotal: \$ 136,982.73</b>



**ATTACHMENT B2 - BIDSCHEDULE**  
**2018 Mono County Fog Seal and Striping Project**

Project No. 9301

Contractor's Name:

Intermountain Slurry Seal, Inc.

Bryant Field Airport				Base Bid		K
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
K1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
K2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
K3	37	Fog Seal Coat	35550	SY	\$ 0.55	\$ 19,552.50
K4	84	12" Solid White Runway CL (PAINT)	2240	LF	\$ 0.50	\$ 1,120.00
K5	84	Yellow Chevron Stripe (PAINT)	288	LF	\$ 0.50	\$ 144.00
K6	84	Striated Threshold Mark (PAINT)	1	LS	\$ 500.00	\$ 500.00
K7	84	"16" White Numerals (PAINT)	1	LS	\$ 50.00	\$ 50.00
K8	84	"34" White Numeral (PAINT)	1	LS	\$ 50.00	\$ 50.00
K9	84	6" Solid Yellow Taxiway (PAINT)	3807	LF	\$ 0.50	\$ 1,903.50
K10	84	Yellow Hold Position (PAINT)	2	LS	\$ 500.00	\$ 1,000.00
K11	84	"X" Yellow Closure Marking (PAINT)	1	LS	\$ 500.00	\$ 500.00
<b>Bryant Field Airport - Base Bid - K</b>						<b>- Subtotal: \$ 25,570.00</b>

Lee Vining Airport				Base Bid		L
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
L1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
L2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
L3	37	Fog Seal Coat	33780	SY	\$ 0.56	\$ 18,916.80
L4	84	12" Solid White Runway CL (PAINT)	2220	LF	\$ 2.00	\$ 4,440.00
L5	84	Yellow Chevron Stripe (PAINT)	576	LF	\$ 2.00	\$ 1,152.00
L6	84	Striated Threshold Mark (PAINT)	2	LS	\$ 1,500.00	\$ 3,000.00
L7	84	"15" White Numerals (PAINT)	1	LS	\$ 200.00	\$ 200.00
L8	84	"33" White Numerals (PAINT)	1	LS	\$ 200.00	\$ 200.00
L9	84	6" Solid Yellow Taxiway (PAINT)	780	LF	\$ 2.00	\$ 1,560.00
L10	84	Yellow Hold Position (PAINT)	1	LS	\$ 2,000.00	\$ 2,000.00
L11	84	"024" White Numerals (PAINT)	1	LS	\$ 1,000.00	\$ 1,000.00
L12	84	Tie-Down Striping (PAINT)	287	LF	\$ 1.00	\$ 287.00
L13	84	"X" Yellow Closure Marking (PAINT)	1	LS	\$ 2,500.00	\$ 2,500.00
<b>Lee Vining Airport - Base Bid - L</b>						<b>- Subtotal: \$ 36,005.80</b>

**ATTACHMENT B2 - BIDSCHEDULE**

**2018 Mono County Fog Seal and Striping Project**

Project No. 9301

Contractor's Name:

Intermountain Slurry Seal, Inc.

Rimrock Zone of Benefit Streets				Alternate Bid		M
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
M1	8	Mobilization	1	LS	\$ 500.00	\$ 500.00
M2	13	Water Pollution Control	1	LS	\$ 250.00	\$ 250.00
M3	37	Fog Seal Coat	14837	SY	\$ 0.89	\$ 13,204.93
<b>Rimrock Zone of Benefit Streets - Alternate Bid - M - Subtotal:</b>						<b>\$ 13,954.93</b>

**ATTACHMENT B2 - BIDSCHEDULE**  
**2018 Mono County Fog Seal and Striping Project**

Project No. 9301

Contractor's Name: Intermountain Slurry Seal, Inc.

**Base Bid    Alternate Bid**

Bridgeport Streets - Base Bid - A	- Subtotal:	\$ 50,918.50	
Lee Vining Streets - Base Bid - B	- Subtotal:	\$ 28,399.63	
Chalfant Streets - Base Bid - C	- Subtotal:	\$ 77,458.22	
Paradise Streets - Base Bid - D	- Subtotal:	\$ 26,495.88	
Swall Meadows Streets - Alternate Bid - E	- Subtotal:		\$ 56,856.60
Owens Gorge Road - Alternate Bid - F	- Subtotal:		\$ 65,630.23
June Lake Streets - Alternate Bid - G	- Subtotal:		\$ 33,735.25
Lundy Lake Road - Alternate Bid - H	- Subtotal:		\$ 71,744.47
Lower Rock Creek Road - Alternate Bid - I	- Subtotal:		\$ 67,369.71
Crowley Lake Drive - Base Bid - J	- Subtotal:	\$ 136,982.73	
Bryant Field Airport - Base Bid - K	- Subtotal:	\$ 25,570.00	
Lee Vining Airport - Base Bid - L	- Subtotal:	\$ 36,005.80	
Rimrock Zone of Benefit Streets - Alternate Bid - M	- Subtotal:		\$ 13,954.93

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<b>Total Base Bid (A + B + C + D + J + K + L)</b>	<b>- Total:</b>	<b>\$ 381,830.76</b>	
<b>Total Alternate Bid (E + F + G + H + I + M)</b>	<b>- Total:</b>		<b>\$ 309,291.19</b>

<b>BIDDER'S GRAND TOTAL*</b>		
(Includes BASE BID and all BID ALTERNATES)		
	<b>\$</b>	<b>691,121.95</b>
<small>*COUNTY WILL USE THIS TOTAL TO COMPARE BIDS AND DETERMINE APPARENT LOW BIDDER.                  NOTE, COUNTY SHALL RESERVE RIGHT TO CHOOSE ANY COMBINATION OF BID ITEMS (A - M) FOR                  CONSTRUCTION REGARDLESS IF DESIGNATED AS BASE BID OR ALTERNATE BID</small>		

# EXHIBIT 1

## AGREEMENT BETWEEN COUNTY OF MONO AND INTERMOUNTAIN SLURRY SEAL, INC. FOR THE CONSTRUCTION OF THE 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

### GENERAL CONDITIONS

#### SECTION 1. GENERAL

##### 1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR:** The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY:** The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.
- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

## 1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In the event of a conflict between the Agreement (including any attachment or exhibit thereto); the Invitation for Bids and Instructions to Bidders; the Project Plans; the Technical Specifications; the 2015 State of California, Department of Transportation, Standard Specifications, Latest Edition; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to decide resolve any such conflict by deciding which document or provision shall govern.

## SECTION 2. PERFORMANCE OF WORK

### 2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

Public Utility Districts in each community where work will be performed  
State of California Department of Transportation  
Mono County Sheriff's Department  
Southern CA Edison  
Mono County Fire / Rescue Department  
United States Forest Service

- F. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without

access restriction.

## **2.2 OTHER PROJECTS.**

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

## **2.3 PROTECTION OF PROPERTY.**

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction and at no additional cost to the County.

It is the Contractor's responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor's presence, it will be the Contractor's responsibility to repair the damage to the County's satisfaction without cost to the County. If the Contractor does not repair the damage to the County's satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

## **2.4 ENVIRONMENTAL PROTECTION.**

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

## **2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.**

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 et seq. of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.



## **2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.**

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor either to resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such work shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

## **SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS**

### **3.1 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

### **3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

### **3.3 APPLICABILITY TO SUBCONTRACTORS**

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

### **3.4 QUARTERLY DISCLOSURES**

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractor, or lower-tier contractor. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to



influence a covered Federal Action.

## **SECTION 4. SUBCONTRACTORS**

### **4.1 SUBCONTRACTING.**

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110 and may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 etseq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>. Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

### **4.2 PERFORMANCE OF SUBCONTRACTORS**

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

### **4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.**

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance or noncompliance by a subcontractor.

#### **4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.**

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

#### **4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.**

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

### **SECTION 5. PROJECT IMPLEMENTATION**

#### **5.1 PRE-CONSTRUCTION CONFERENCE.**

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

#### **5.2 PROSECUTION AND PROGRESS.**

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

#### **5.3 ORDER OF WORK.**

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

## SECTION 6. PROJECT ADMINISTRATION

### 6.1 GENERAL.

**Changes and Extra Work:** The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

**Control of Work:** Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

### 6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

### 6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

### 6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

### 6.5 METHODS AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full

completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

## **6.6 PARTIAL PAYMENTS.**

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

## **6.7 FINAL ACCEPTANCE.**

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

## **6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.**

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

## **6.9 FORCE MAJEURE.**

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and

b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

#### **6.10 WARRANTY AND GUARANTEE.**

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

### **SECTION 7: TERMINATION**

#### **7.1 TERMINATION BY CONTRACTOR.**

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within



the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

## **7.2 TERMINATION BY COUNTY FOR CAUSE.**

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor,

terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.3 TERMINATION BY COUNTY FOR CONVENIENCE.**

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4. Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

### **7.4 PAYMENT ADJUSTMENT FOR TERMINATION.**

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same.”

## **SECTION 8. MATERIALS**

### **8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.**

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an “or equal” item approved by the Engineer and installed or applied by Contractor.

### **8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.**

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its “Approved Equal.” The words “Or Equal” or “Approved Equal” shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

### **8.3 STORAGE OF MATERIALS.**

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner’s or lessee’s permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.



## **SECTION 9. CONSTRUCTION DETAILS**

### **9.1 ORDER OF WORK.**

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

### **9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.**

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **NO** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

### **9.3 CONSTRUCTION SITE NUISANCE.**

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

### **9.4 PUBLIC CONVENIENCE AND SAFETY.**

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

### **9.5 HIGHWAY CONSTRUCTION EQUIPMENT.**

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5- 1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

### **9.6 PERMITS.**

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising

therefrom. Copies of permits shall be furnished to the County.

#### **9.7 CONSTRUCTION LAYOUT AND STAKES.**

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

#### **9.8 TESTING AND INSPECTIONS.**

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

#### **9.9 CONTRACTOR QUALITY CONTROL.**

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

#### **9.10 INSPECTION OF THE WORK.**

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

#### **9.11 RETEST OF WORK.**

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

#### **9.12 MAINTENANCE DURING CONSTRUCTION.**

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

## **SECTION 10. OPERATIONS AND SAFETY**

### **10.1 TEMPORARY CONTRACTOR FACILITIES.**

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

### **10.2 BORROW, DISPOSAL AND MATERIAL SITES.**

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

### **10.3 WATER SUPPLY.**

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of

water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

#### **10.4 EXISTING FACILITIES.**

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

### **SECTION 11. PROGRESS MEETINGS**

#### **11.1 WEEKLY PROGRESS MEETINGS.**

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

#### **11.2 ATTENDEES.**

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

### **SECTION 12. WORK SCHEDULE AND LIQUIDATED DAMAGES**

#### **12.1 BEGINNING OF WORK AND TIME OF COMPLETION.**

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the date set forth in the Notice to Proceed.

#### **12.2 LIQUIDATED DAMAGES.**

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the

damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of \$1000.00 per day, as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-21 available at: <http://www.dot.ca.gov/hq/LocalPrograms/lpp/LPP04-09.pdf>.

### **12.3 BREACH.**

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time-frame may be deemed by the County as a breach of contract.

## **SECTION 13. PROJECT CLOSEOUT**

### **13.1 "As-Built" Drawings.**

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

## EXHIBIT 2

### AGREEMENT BETWEEN COUNTY OF MONO AND INTERMOUNTAIN SLURRY SEAL, INC. FOR THE CONSTRUCTION OF THE 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

#### PREVAILING WAGES AS OF: MAY 1, 2018

##### A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code sections 1720 and 1720.3. Accordingly, and as required by California Labor Code section 1771, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

##### B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Pursuant to California Labor Code section 1773.2, copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

##### C. Apprentices.

Pursuant to California Labor Code section 1777.5, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. In addition, Contractor and/or any subcontractor under him employing a registered apprentice to perform services or work that constitute a public work shall comply with the remaining requirements and provisions of California Labor Code section 1777.5, a copy of which is included at the end of this Exhibit 2. The Contractor, as the prime contractor under any contract issued for the 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

##### D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than Two Hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the remaining requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.



E. Payroll Records.

Pursuant to California Labor Code section 1776, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

H. Hours.

Pursuant to California Labor Code section 1810, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code section 1815, the performance of services and work, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by California Labor Code section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement, for

each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

Pursuant to California Labor Code section 1725.5, unless subject to the limited exceptions stated in Labor Code section 1771.1, no contractor or subcontractor may be qualified or listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## CALIFORNIA LABOR CODE SECTIONS

### California Labor Code Section 1775:

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.



(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

#### California Labor Code Section 1777.5:

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on

the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day

when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with

subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

## **EXHIBIT 3**

### **AGREEMENT BETWEEN COUNTY OF MONO AND INTERMOUNTAIN SLURRY SEAL, INC. FOR THE CONSTRUCTION OF THE 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT**

#### **BOND REQUIREMENTS**

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Director of the Department of Public Works or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by County within 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

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**SAMPLE PERFORMANCE BOND**

**WHEREAS**, the County of Mono, acting by and through its Department of Public Works, has awarded to Contractor \_\_\_\_\_ [NAME], hereafter designated as the “Contractor”, a contract for the work described as follows:

2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT as described in the Project Manual.

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

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

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

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

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

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

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

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

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

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

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



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**SAMPLE PAYMENT BOND**

**WHEREAS**, The County of Mono, acting by and through its Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Principal", a contract for the work described as follows:

2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT as described in the Project Manual.

**AND WHEREAS**, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_

Principal

\_\_\_\_\_

Surety (SEAL)

\_\_\_\_\_

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

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

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**SAMPLE WARRANTY BOND**

**KNOW ALL BY THESE PRESENTS** that we, \_\_\_\_\_, the Contractor in the contract hereto annexed, as Principal, and, \_\_\_\_\_ as Surety, are held and firmly bound unto the County of Mono in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of 2018 MONO COUNTY PAVEMENT PRESERVATION PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on \_\_\_\_\_ [DATE] (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

**PROVIDED, HOWEVER,** that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety (SEAL)

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

By : Attorney-in-Fact

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

APPROVED AS TO FORM:

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

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## EXHIBIT 4

### AGREEMENT BETWEEN COUNTY OF MONO AND INTERMOUNTAIN SLURRY SEAL, INC. FOR THE CONSTRUCTION OF THE 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

#### INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period.

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two (2) pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by County. Additionally, the making of one or more (1+) progress payments shall not be construed as approval of the work performed by Contractor. Should Contractor submit an improper payment request, County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Public Contract Code sections 9203 and 20104.50, County shall retain five percent (5%) of each progress payment until the Project is completed unless, at any time after fifty percent (50%) of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Agreement or request County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date County records the Notice of Completion.

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 15, 2018

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Out-of-State Travel Authorization for  
NACo's 83rd Annual Conference and  
Exposition

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Out-of-state travel request for Supervisor Corless to attend the National Association of Counties' (NACo) 83rd Annual Conference and Exposition in Nashville, TN.

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### RECOMMENDED ACTION:

Approve out-of-state travel for Mono County Supervisor Stacy Corless (the county's NACo representative) to attend NACo's 83rd Annual Conference and Exposition in Nashville from July 13-16, 2018.

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### FISCAL IMPACT:

Up to \$1,500 for conference registration, hotel stay, and air travel is included in the Board of Supervisors budget for FY 2017-18 and proposed by the Board for FY 2018-19.

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**CONTACT NAME:** Scheereen Dedman

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

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Conference Schedule](#)

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### History

**Time**

5/10/2018 10:43 AM

**Who**

County Administrative Office

**Approval**

Yes



5/7/2018 11:58 AM

County Counsel

Yes

5/9/2018 3:46 AM

Finance

Yes



Vacant ~ District One    Fred Stump ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

*Shannon Kendall, Clerk of the Board*

**TO:** Mono County Board of Supervisors  
**FROM:** Stacy Corless  
**DATE:** May 15, 2018

**Subject:**

Out-of-state travel request for NACo's 83rd Annual Conference and Exposition in Nashville, TN.

**Recommended Action:**

Approve out-of-state travel for Mono County Supervisor Stacy Corless (the county's NACo representative) to attend NACo's 83rd Annual Conference and Exposition in Nashville from July 13-16, 2018.

**Discussion:**

The NACo Annual Conference & Exposition is the largest meeting of county elected officials and staff from across the country. Participants from counties of every size unite to shape NACo's federal policy agenda and exchange proven practices to improve residents' lives, maximize the efficiency of county government and hone leadership skills for the future.

**Fiscal Impact:**

Up to \$1,500 for conference registration, hotel stay, and air travel.

# NACo's 83rd Annual Conference & Exposition

## Thursday, July 12, 2018

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8:30 am to 12:00 pm

### **CIO and Technology Leadership Forum (separate RSVP required)**

Open to county attendees only. Please RSVP via the conference registration form. To check your RSVP response, email [nacomeetings@naco.org](mailto:nacomeetings@naco.org).

12:00 pm to 1:00 pm

### **Luncheon: CIO Forum & Tech Town Hall**

Open to CIO Forum & Tech Town Hall attendees that have RSVP'd. To check your RSVP response, email [nacomeetings@naco.org](mailto:nacomeetings@naco.org).

1:00 pm to 5:30 pm

### **Smarter Counties: Technology Driving Innovation, Day 1 (separate RSVP required)**

Open to county attendees only. Please RSVP via the conference registration form. To check your RSVP response, email [nacomeetings@naco.org](mailto:nacomeetings@naco.org).

2:00 pm to 5:00 pm

### **Credentials Desk Open**

2:00 pm to 5:00 pm

### **Registration Open**

➤ Delta Lobby A, Mezzanine Level

2:15 pm to 5:00 pm

**Mobile Workshop: Cumberland River Compact (separate RSVP required)**

➤ Lucius E. Burch III River Center

Join the Cumberland River Compact (CRC) for a discussion on green infrastructure, water policy, engineering, construction and environmental policy, with an emphasis on best practices for other waterfront counties. Tour the River Center and learn about the history of the CRC, its partnerships and the transformation of the Cumberland River into a popular recreation destination and the cornerstone of Davidson County's waterfront revitalization.

Optional walking tour of the pedestrian bridge. Exact departure time TBD.

*Dress: comfortable walking shoes*

Please RSVP via the conference registration form. To check your RSVP response, email [nacomeetings@naco.org](mailto:nacomeetings@naco.org).

2:15 pm to 5:00 pm

**Mobile Workshop: Nashville's Barnes Fund and Housing Incentive Pilot Program (HIPP) (separate RSVP required)**

➤ TBD; 2 HIPP developments

Join the Mayor's Office of Housing team and developers on an affordable housing tour and discussion on how they have partnered to create and preserve these units within the city's core and close to employment centers. Learn more about the city's Barnes Fund for Affordable Housing and the Housing Incentives Pilot Program, two innovative programs that are successfully changing the way developers are creating affordability throughout the county.

Exact departure time TBD.

Please RSVP via the conference registration form. To check your RSVP response, email [nacomeetings@naco.org](mailto:nacomeetings@naco.org).

2:15 pm to 5:00 pm

**Mobile Workshop: Resilience & Disaster Tour (separate RSVP required)**

➤ Riverfront Park, Nashville Symphony

Join a tour of Riverfront Park and the Nashville Symphony for a discussion on recovery from the 2010 flood, the construction of the park as a flood mitigation tool, and a visit to *Tool Fire* and *Pier* art installations. Learn about Davidson County's recovery efforts from emergency response professionals.

Exact departure time TBD.

*Dress: comfortable walking shoes*

Please RSVP via the conference registration form. To check your RSVP response, email [nacomeetings@naco.org](mailto:nacomeetings@naco.org).

4:00 pm to 5:00 pm

**NACo Ambassadors Meeting (By invitation only)**

- 4:00 pm to 6:00 pm **Documentary Screening and Discussion: Heroin(e) (separate RSVP required)**
- 📍 Gaylord Opryland Resort & Convention Center
- Please RSVP via the conference registration form. To check your RSVP response, email [nacomeetings@naco.org](mailto:nacomeetings@naco.org).
- View Heroin(e), an original Netflix documentary highlighting three women working to break the cycle of drug abuse in Cabell and Wayne counties, West Virginia. After the documentary, join a facilitated discussion about the solutions counties are deploying against the opioid epidemic. Light refreshments will be served.
- 5:30 pm to 7:30 pm **Smarter Counties: Technology Driving Innovation - Reception**

## Friday, July 13, 2018

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- 7:30 am to 9:00 am **First-Time Attendees Orientation and Breakfast**
- All first-time attendees are welcome to join us to learn more about NACo and how to make the most out of the Legislative Conference. Separate RSVP is required during the registration process. Please email [jlosh@naco.org](mailto:jlosh@naco.org) if you have not already submitted your RSVP.
- 7:30 am to 5:00 pm **Credentials Desk Open**
- 7:30 am to 5:00 pm **Registration Open**
- 8:00 am to 9:00 am **Policy Chairs Coordinating Committee Meeting #1**
- 8:00 am to 5:00 pm **NACo Store Open**
- 9:00 am to 10:00 am **Community, Economic and Workforce Development Policy Steering Committee - Resolutions Meeting**
- 9:00 am to 10:00 am **Public Lands Policy Steering Committee - Resolutions Meeting**

- 9:00 am to 10:00 am **Transportation Policy Steering Committee - Resolutions Meeting**
- 9:00 am to 11:00 am **Environment, Energy and Land Use Policy Steering Committee - Resolutions Meeting**
- 9:00 am to 11:00 am **Telecommunications and Technology Policy Steering Committee - Business Meeting**
- 9:00 am to 12:00 pm **Health Policy Steering Committee - Subcommittee Meetings**
- 9:00 am to 12:00 pm **Justice and Public Safety Policy Steering Committee - Subcommittee Meetings**
- 9:30 am to 10:30 am **Human Services and Education Policy Steering Committee - Resolutions Meetings**
- 10:00 am to 12:00 pm **Agriculture and Rural Affairs Policy Steering Committee - Subcommittee Meetings**
- 10:00 am to 12:00 pm **Community, Economic and Workforce Development Policy Steering Committee - Subcommittee Meetings**
- 10:00 am to 12:00 pm **Finance, Pensions and Intergovernmental Affairs Policy Steering Committee - Resolutions and Subcommittee Meetings**
- 10:00 am to 12:00 pm **Public Lands Policy Steering Committee - Subcommittee Meetings**
- 10:00 am to 12:00 pm **Transportation Policy Steering Committee - Subcommittee Meetings**
- 10:30 am to 12:00 pm **Audit Committee Meeting**

10:30 am to 12:00 pm	<b>Human Services and Education Policy Steering Committee - Subcommittee Meetings</b>
12:00 pm to 1:30 pm	<b>Finance Committee Meeting</b>
12:00 pm to 1:30 pm	<b>Healthy Counties Roundtable</b>
12:00 pm to 1:30 pm	<b>NextGen Community Service Project - Oasis Center</b>
12:00 pm to 5:00 pm	<b>Smarter Counties: Technology Driving Innovation, Day 2 (separate RSVP required)</b>
1:00 pm to 4:30 pm	<b>Environment, Energy and Land Use Policy Steering Committee - Business Meeting</b>
1:30 pm to 3:30 pm	<b>Agriculture and Rural Affairs Policy Steering Committee - Business Meeting</b>
1:30 pm to 4:00 pm	<b>Community, Economic and Workforce Development Policy Steering Committee - Business Meeting</b>
1:30 pm to 4:00 pm	<b>Transportation Policy Steering Committee - Business Meeting</b>
2:00 pm to 4:00 pm	<b>Finance, Pensions and Intergovernmental Affairs Policy Steering Committee - Business Meeting</b>
2:00 pm to 4:00 pm	<b>Public Lands Policy Steering Committee - Business Meeting</b>
2:00 pm to 4:30 pm	<b>Health Policy Steering Committee - Business Meeting</b>

- 2:00 pm to 4:30 pm **Human Services and Education Policy Steering Committee - Business Meeting**
- 2:00 pm to 4:30 pm **Justice and Public Safety Policy Steering Committee - Business Meeting**
- 4:00 pm to 6:00 pm **Exhibit Hall Reception**  
➤ Ryman Exhibit Hall C
- 4:15 pm to 4:45 pm **County Talk**
- 5:00 pm to 5:45 pm **Policy Chairs Coordinating Committee Meeting #2**
- 5:15 pm to 5:45 pm **County Talk**
- 6:00 pm to 8:00 pm **NACo Opening Reception**

## Saturday, July 14, 2018

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- 7:30 am to 5:00 pm **Credentials Desk Open**
- 7:30 am to 5:00 pm **Registration Open**
- 8:00 am to 9:15 am **Gulf States Counties and Parishes Caucus**
- 8:00 am to 10:00 am **GIS Subcommittee Meeting (By invitation only)**
- 8:00 am to 10:00 am **Healthy Counties Advisory Board Meeting**



9:00 am to 3:00 pm	<b>Exhibit Hall Open</b>
9:15 am to 9:45 am	<b>County Talk</b>
10:00 am to 12:00 pm	<b>Large Urban County Caucus</b>
10:00 am to 12:00 pm	<b>Rural Action Caucus</b>
10:00 am to 2:00 pm	<b>Crisis Communication Strategies for County Officials (separate registration &amp; fee required)</b>
10:45 am to 11:30 am	<b>Nominating Committee Meeting</b>
11:15 am to 11:45 am	<b>County Talk</b>
12:00 pm to 1:30 pm	<b>Healthy Counties Roundtable</b>
12:00 pm to 1:30 pm	<b>Membership Committee Meeting</b>
12:00 pm to 1:30 pm	<b>Resilient Counties Luncheon: Leveraging New Technologies to Build More Resilient &amp; Sustainable Communities</b>
	Explore how county investments in technology improve governmental, physical, environmental and social resilience. Learn best practices for making appropriate investments in rapidly changing technology platforms, including drones, GIS, data analytics, social media, renewable energies and electric vehicles.
12:15 pm to 12:45 pm	<b>County Talk</b>
12:30 pm to 3:00 pm	<b>WIR Board of Directors Meeting</b>
1:00 pm to 3:00 pm	<b>NACo LGBTQ Leaders &amp; Allies</b>

1:00 pm to 3:00 pm	<b>Veterans and Military Services Committee Meeting</b>
1:15 pm to 1:45 pm	<b>County Talk</b>
1:45 pm to 3:00 pm	<b>NACo Board Forum</b>
2:00 pm to 4:00 pm	<b>Engaging Artists, Building Community: A Meeting of the NACo Arts &amp; Culture Commission</b>
3:15 pm to 4:30 pm	<b>General Session</b>
	<b>Speakers</b>
	Eddie George NFL Legend, Entrepreneur and Renaissance Man
4:15 pm to 4:45 pm	<b>County Talk</b>
4:30 pm to 5:00 pm	<b>NACo 2nd Vice President Candidates' Forum</b>
5:00 pm to 6:30 pm	<b>WIR Resort, Tourism and Gateway Counties Caucus</b>
5:00 pm to 8:00 pm	<b>Open for Affiliate &amp; State Association Meetings &amp; Events</b>

## Sunday, July 15, 2018

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7:30 am to 8:30 am	<b>Non-Denominational Worship Service</b>
7:30 am to 8:45 am	<b>Open for Affiliate &amp; State Association Meetings &amp; Events</b>
7:30 am to 1:00 pm	<b>Credentials Desk Open – County Pick-Up Only</b>

- 7:30 am to 4:30 pm **Registration Open**
- 8:00 am to 9:00 am **Credentials Committee Meeting**
- 8:00 am to 9:15 am **NetSmart Roundtable (By invitation only)**
- 9:00 am to 10:15 am **Criminal Justice and Behavioral Health Part I: Using Screening and Assessment to Accurately Identify People in Your Jail with Behavioral Health Treatment Needs**
- Accurate screening and assessment data is critical for effectively connecting treatment to justice-involved individuals with mental illnesses and substance use disorders. Hear how peers are identifying people with behavioral health treatment needs in their justice systems and making connections to treatment and services in jail and the community.
- 9:00 am to 10:15 am **Debt Setoff**
- 9:00 am to 10:15 am **Emerging Strategies in Addressing Poverty, Part I: Discussions of Key Issues, Policies, and Platforms Affecting Poverty and Well-Being in Rural America**
- Part one of a two-part series, this workshop examines critical issues and key policies affecting poverty and well-being in rural counties and explores how existing federal programs can help county leaders address the challenge of multigenerational poverty.
- 9:00 am to 10:15 am **Land-Use Planning for Large-Scale Solar Development**
- This session demonstrates how county planners and elected officials can successfully integrate large-scale, community, commercial and industrial and utility-scale solar in county planning documents, zoning codes and communities.
- 9:00 am to 10:15 am **Making the Most of Your NACo Membership**
- Join Membership Engagement Manager Kim Hall and learn how to make the most out of your NACo membership. Explore new NACo toolkits, free online software and webinars, civic engagement tools, Counties Futures Labs reports, Nationwide Retirement, U.S. Communities, and more!
- 9:00 am to 10:15 am **Navigating Critical Conversations**

- 9:00 am to 10:15 am **Solutions Session - Nationwide and American Funds**
- 9:00 am to 12:00 pm **Exhibit Hall Open**
- 9:00 am to 12:00 pm **NACo Board of Directors and Resolutions Committee Meeting**
- 9:00 am to 3:30 pm **Affordable Housing Forum (separate RSVP required)**
- Please RSVP via the conference registration form. To check your RSVP response, email [nacomeetings@naco.org](mailto:nacomeetings@naco.org).
- This forum brings together counties and stakeholders to discuss cutting-edge solutions and available resources to address the worsening shortage of affordable housing in counties of all sizes. Attendees will examine best practices and participate in “speed networking” with non-profits, foundations and federal partners. Learn how counties are responding to rising rents and prices, housing shortages and economic realities that are driving affordable housing challenges. Lunch will be provided courtesy of the National Association of Home Builders.
- 9:15 am to 9:45 am **County Talk**
- 9:30 am to 11:00 am **Immigration Reform Task Force Meeting**
- 10:15 am to 10:45 am **County Talk**
- 10:30 am to 11:45 am **Automated Vehicle Employment & Deployment: Lessons Learned from State-County Collaboration**
- Tennessee and Ohio counties have forged innovative partnerships to attract new jobs and benefit from automated vehicle deployment. Learn about the infrastructure and workforce planning impacts of the TennSmart Consortium of state agencies, universities, automakers and Nashville/Davidson County and an update on Drive Ohio, an effort by government, industry and research partners to advance smart mobility.
- 10:30 am to 11:45 am **Creative Counties: A How-To Discussion on Financing Main Street Redevelopment Projects**
- From innovative funding to creative placemaking, explore how counties are revitalizing underutilized Main Streets and historic commercial districts, transforming them into vibrant, walkable neighborhoods and thriving economies.

- 10:30 am to 11:45 am      **Criminal Justice and Behavioral Health Part II: Identifying and Treating the People with the Highest Needs in Your Justice System**
- Many "high utilizers," or people who regularly cycle in and out of justice and health and human services systems, have untreated mental illnesses. Learn from peers about identifying high utilizers and targeting resources to connect them to treatment and services to reduce costs and improve outcomes.
- 10:30 am to 11:45 am      **Emerging Strategies in Addressing Rural Poverty, Part II: Showcasing Promising & Innovative Strategies at Work in Rural Counties to Combat Poverty**
- Part two of a two-part series, this workshop highlights rural counties developing innovative approaches to combat poverty. Learn how county leaders have maximized the impact of existing federal programs and resources, created replicable best practices and used creative implementation methods despite limited resources.
- 10:30 am to 11:45 am      **NACo International Development Task Force Meeting**
- 10:30 am to 11:45 am      **U.S. Communities Workshop**
- 10:30 am to 11:45 am      **When the Spotlight is On Your County**
- 11:00 am to 12:00 pm      **County Talk**
- 12:00 pm to 2:00 pm      **NACo Achievement Awards Luncheon sponsored by Aetna**
- 1:00 pm to 4:00 pm      **FSC Advisory Committee Meeting**
- 1:30 pm to 3:30 pm      **Defined Contribution and Retirement Advisory Committee Meeting**
- 2:00 pm to 3:30 pm      **Programs and Services Committee Meeting**
- 2:00 pm to 5:00 pm      **Credentials Desk open - State Association pick-up only**

2:15 pm to 3:30 pm

### **Criminal Justice and Behavioral Health Part III: Tracking Connections to Services and Outcomes for Individuals with the Highest Needs in Your Justice System**

Learn how counties are establishing baseline data, deploying, tracking and evaluating key measures to connect justice-involved populations with housing, behavioral health treatment, health care and employment assistance services. Explore how making the right connections to care and services uses county resources more effectively and improves public safety.

2:15 pm to 3:30 pm

### **Economic Gardening: How Counties Can Grow Stronger Local Economies From Within**

While much attention in local economic development is often put on recruiting outside business and investment, economic gardening is an emerging economic development approach that focuses on communities "growing their own" jobs and wealth through fostering entrepreneurship and supporting existing small businesses. This educational workshop will spotlight this strategy, community examples from across the country, and next steps for implementation in your county.

2:15 pm to 3:30 pm

### **Enhancing County Engagement in Early Childhood Development**

Learn how to mobilize your county with effective messaging and civic engagement on initiatives for children from prenatal to age three. A communications expert and county leaders share models for successfully championing investments in children early and engaging key stakeholders.

2:15 pm to 3:30 pm

### **NCCAE Business Meeting**

2:15 pm to 3:30 pm

### **Solutions Session: Disaster & Health, Part I**

2:15 pm to 3:30 pm

### **Solutions Session: Substance Use Disorders, Part I**

2:15 pm to 3:30 pm

### **The Maturity Factor and the Elite Leader Advantage**

Have you lead a team that lacked cohesion and focus? Struggled to create or maintain high performing teams? Join Dr. Larry Liberty for an interactive session on a crucial but often overlooked aspect of high performing teams: the maturity factor.

2:15 pm to 4:30 pm **Essential Practices in Technology Leadership For County Officials: Assessing Your County's Technology Performance (separate registration & fee required)**

Presented with the Public Technology Institute

3:45 pm to 5:00 pm **Evidence-Based Decision Making for County Leaders**

This workshop is an overview of a new NACo and the Pew Charitable Trusts report on evidence-based policymaking at the local level and highlights counties using evidence-based decision making to select programs and policies. Learn how using research to target program investment choices can improve outcomes for your county.

3:45 pm to 5:00 pm **Nationwide Retirement Session: Women and Retirement**

Nationwide's Women and Retirement program advisors work with clients to plan holistically for successful retirements and develop practices that meet women's retirement planning needs. As women's roles evolve in the workplace, in their families and in financial planning, more women are spearheading family decision-making in preparation for retirement, planning and investing. This session provides practical guidance to navigate the uncertainties of retirement, including healthcare challenges, outliving a spouse and caregiving decisions for family members and for oneself.

3:45 pm to 5:00 pm **Solutions Session: Disaster & Health, Part II**

3:45 pm to 5:00 pm **Solutions Session: Substance Use Disorders, Part II**

3:45 pm to 5:00 pm **The Opioid Crisis: Supporting County Medical Examiners' Offices**

The opioid epidemic has reached historic proportions with 175 Americans dying from overdose every day—opioid deaths now make up over half of all drug-related deaths in the country. Medical examiners and coroner's offices, which are responsible for investigating and performing autopsies for drug-related deaths, have experienced a shortage in forensic pathologists leading to a decline in the standard of work of opioid and other drug-related autopsies across the country. In this workshop, speakers will discuss the challenges facing county medical examiners and coroners with the influx of cases due to the opioid epidemic and identify solutions to address the dire shortage of county-based forensic pathologists to meet these challenges.

3:45 pm to 5:00 pm **Transparent Transitions: Lessons Learned for Newly Elected/Appointed Officials**

4:30 pm to 5:30 pm **Next Generation NACo Network Business Meeting**

5:00 pm to 10:00 pm

**Open for Affiliate & State Association Meetings & Events**

5:30 pm to 10:30 pm

**A Night in Downtown Nashville**

➤ Delta Portico

NACo wants to help you experience the heart of Nashville. We'll provide roundtrip transportation for all conference attendees from the Gaylord Opryland to downtown Nashville for you to explore on your own. Busses will pick up from the Delta Portico and drop off on Broadway and will loop back and forth throughout the evening. Bus schedule will be available at the registration desk.

6:00 pm to 7:00 pm

**Arts and Culture Commission Reception (by invitation only)**

➤ Offsite

6:00 pm to 7:00 pm

**Next Generation/CLI Joint Reception**

7:00 pm to 9:00 pm

**LUCC/RAC Reception (by invitation only)**

➤ Offsite

## Monday, July 16, 2018

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8:00 am to 9:15 am

**2020 Census: What Counties Need to Do Now to Prepare**

Census 2020 will determine your number of Congressional representatives, shape legislative districts and drive the distribution of over \$675 billion in federal funds. Local leaders are critical to ensuring that everyone is counted. Learn about innovative ideas to ensure county participation, build awareness and the steps you can take now to prepare for a successful Census 2020.

8:00 am to 9:15 am

**Beyond Health Care: Improving Population Health and Achieving Health Equity**

This workshop convenes a panel of county leaders and health equity experts to discuss the root causes of health disparities and provide practical tools for county leaders to help improve residents' health and well-being.

8:00 am to 9:15 am

**Policy Chairs Coordinating Breakfast**

8:00 am to 9:15 am

**Policy Chairs Coordinating Breakfast**



8:00 am to 9:15 am	<b>Solutions Session: Disaster &amp; Health, Part III</b>
8:00 am to 9:15 am	<b>Solutions Session: Substance Use Disorders, Part III</b>
8:00 am to 9:15 am	<b>The High Cost of Emotional Labor: Understanding and Fighting Workplace Burnout</b>
8:00 am to 2:00 pm	<b>Registration Open</b>
9:30 am to 11:30 am	<b>NACo Annual Business Meeting and Election</b>
11:45 am to 12:30 pm	<b>Central Region Caucus Meeting</b>
11:45 am to 12:30 pm	<b>Northeast Region Caucus Meeting</b>
11:45 am to 12:30 pm	<b>South Region Caucus Meeting</b>
11:45 am to 12:30 pm	<b>West Region Caucus Meeting</b>
1:30 pm to 3:30 pm	<b>General Session</b>
	<b>Speakers</b>
	Marian Wright Edelman Founder and President, Children's Defense Fund
3:45 pm to 4:15 pm	<b>NACo New Organizational Board of Directors Meeting</b>
4:00 pm to 6:00 pm	<b>Open for Affiliate &amp; State Association Meetings &amp; Events</b>
6:00 pm to 9:30 pm	<b>NACo Closing Celebration Event</b>





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** Appointments to the Mammoth Lakes  
Mosquito Abatement District

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

In order to ensure the orderly conduct of business, the Mammoth Lakes Mosquito Abatement District requires a duly appointed Board of Trustees. At this time, there are no appointed Trustees. This item will appoint 5 interested citizens to the District Board.

**RECOMMENDED ACTION:**

Appoint Jeff Boucher, David Harvey, Stephen Ganong, Dan Schaller and Lyle Koegler to 4-year terms on the Mammoth Lakes Mosquito Abatement District Board of Trustees, expiring May 15, 2022.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5415 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Applications</a>

**History**

Time	Who	Approval
5/9/2018 4:53 PM	County Administrative Office	Yes

5/7/2018 11:47 AM

County Counsel

Yes

5/9/2018 4:01 AM

Finance

Yes



# County of Mono

## County Administrative Office

**Leslie L. Chapman**  
County Administrative Officer

**Tony Dublino**  
Assistant County Administrative Officer

**Dave Butters**  
Human Resources Director

**Jay Sloane**  
Risk Manager

**Date:** May 15, 2018  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Assistant CAO

**Subject: Appointments to Mammoth Lakes Mosquito Abatement District**

**Recommended Action:**

Appoint David Harvey, Stephen Ganong, Dan Schaller, Jeff Boucher and Lyle Koegler to 4-year terms on the Mammoth Lakes Mosquito Abatement District Board of Trustees.

**Fiscal Impact:**

None.

**Discussion:**

The Mammoth Lakes Mosquito Abatement District (MLMAD) entered into a 5-yr contract for mosquito abatement services with the Owens Valley Mosquito Abatement Program in 2013. The contract is set to expire in August of 2018, and should the District want to continue those services, the District must approve another contract in the coming months.

Unfortunately, the MLMAD does not have any currently appointed Trustees. Over the last several weeks, there have been advertisements placed for these openings as well as a successful word-of-mouth campaign among interested parties. Fortunately, these efforts yielded the applications of seven interested citizens. The MLMAD has historically been comprised of five members, so staff is recommending the appointment of the five citizens whose applications were received first. The remaining applicants can be placed into a pool of interested parties, should any of the applicants need to withdraw in the future. The appointment of the five Trustees will ensure the orderly conduct of business within the District.

Each of the 5 applications appear to meet the following required criteria:

- (a) voter in county and resident of portion of county within district;
- (b) member of city council may be appointed if meets other qualifications;
- (c) trustee should have "experience, training, and education in fields that will assist in the governance of the districts"; and
- (d) represents "the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them."

The Board may choose to appoint these applicants to staggered terms (some for 2 years and some for 4 years), or to appoint each to a 4-year terms. At this time, staff is recommending an appointment of four year terms for each.

Once appointed, the new Board of Trustees will schedule a meeting to discuss future operations including the possible renewal of the annual mosquito abatement contract that has historically been executed with

Inyo County Mosquito Abatement program. Mono County staff will be made available as necessary to attend the Trustees' meeting to brief the new Board on operational issues like the Brown Act, the status of the annual audits and any other items of interest to the District.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,



Tony Dublino  
Assistant CAO

RECEIVED

MAY - 1 2018

MONO COUNTY  
APPLICATION FOR APPOINTMENT  
TO BOARDS/COMMISSIONS/COMMITTEES

OFFICE OF THE CLERK

DATE 4-23-18  
NAME JEFF BOUCHER  
POSITION APPLIED FOR:

Mammoth Lakes, Mosquito Abatement Commissioner

RESIDENCE ADDRESS	85 EVERGREEN ST M.L., CA
PHONE	760-937-6586
BUSINESS / MAILING ADDRESS	P.O.B 319 M.L., CA 93546
PHONE	760-934-6586
OCCUPATION	PROPERTY MGMT, CONST.

How did you learn of the opening? STEVE GANONG

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: WAS PREVIOUS COMMISSOER FOR MULTIPLE YEARS

Other information may be submitted by resume if desired.  
Summary of background and skills: FIRE COMMISSOER FOR M.L. PREVIOUSLY - WORKING EMT FOR MMST - SKI PATROL 25 YEARS,



Professional experience: 28 yrs ski patrol -  
15+ years propmt mgmt  
40+ " coast

Education: BS education

Professional and/or community organizations: started Eastside Velo,  
Mammoth Softball leagues

Personal interests and hobbies: skiing, hiking, biking, golfing  
gardening, softball

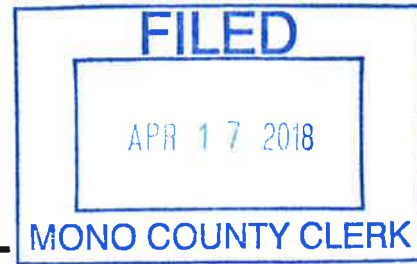
Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked. NO

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to: Clerk of the Board  
County of Mono  
P. O. Box 715  
Bridgeport, CA 93517

[Signature]  
Signature

4-26-18  
Date



# MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

<b>DATE</b>	4/12/18
<b>NAME</b>	David Harvey
<b>POSITION APPLIED FOR:</b>	
<b>Mosquito Abatement District</b>	

<b>RESIDENCE ADDRESS</b>	101 Hill Street
	Mammoth Lakes, Ca 93546-0016
<b>PHONE</b>	760 914 3452
<b>BUSINESS / MAILING ADDRESS</b>	PO Box 16
	Mammoth Lakes, Ca 93546
<b>PHONE</b>	760 914 3452
<b>OCCUPATION</b>	Self employed Real Estate Developer / Consultant

How did you learn of the opening? Word of mouth

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: TOML Planning Commission

Other information may be submitted by resume if desired.  
Summary of background and skills: Many years of local Civic involvement.

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Professional experience: Real Estate Development, Oil & Gas Investments, Foreign Development Advisor.

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Education: 12 years California Public Schools

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Professional and/or community organizations: Mammoth Lakes Fire Safe Council (Board Member) Southern Mono Historical Society (Board Member)

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Personal interests and hobbies: Flying, Fly fishing, Hiking trails, Rock hound, Photography.....

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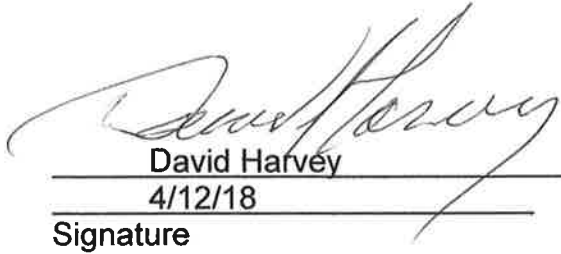
Have you ever been convicted of a felony, which would disqualify you from appointment? NO If you are appointed and cannot be bonded as required, your appointment will be revoked.

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

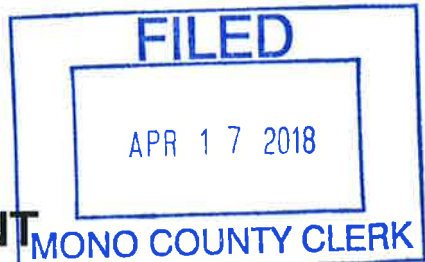
Please return application to:

Clerk of the Board  
County of Mono  
P. O. Box 715

Bridgeport, CA 93517

  
\_\_\_\_\_  
David Harvey  
4/12/18  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



MONO COUNTY  
APPLICATION FOR APPOINTMENT  
TO BOARDS/COMMISSIONS/COMMITTEES

DATE	4/13/18
NAME	Stephen Ganong
POSITION APPLIED FOR:	
Mosquito Abatement District	
RESIDENCE ADDRESS	52 Red Fir Rd / P.O. Box 8042 Mammoth Lake, CA 93546
PHONE	760 934-6901
BUSINESS / MAILING ADDRESS	P.O. Box 8042 Mammoth Lakes, CA. 93546
PHONE	760 934 6901
OCCUPATION	

How did you learn of the opening? Nate Reade

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: Past experience on the board / 11 years of mosquito abatement for Mammoth Lakes Mosquito Abatement District

Other information may be submitted by resume if desired.

Summary of background and skills: 11 years Mosquito Abatement in Mammoth. High Altitude Mosquito expert. Past certification with the State of California Dept of Health Service.

Professional experience: 20 years MMSA : Patrol / Race  
Dept / Soil Science / Snowmaking Design  
11 years Manager of Mammoth Lakes Mosquito  
Abatement Dist.

Education: ~~UNR~~ 4 yrs UNR

Professional and/or community organizations: \_\_\_\_\_

Personal interests and hobbies: \_\_\_\_\_

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked.  NO

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to: Clerk of the Board  
County of Mono  
P. O. Box 715  
Bridgeport, CA 93517

  
Signature

4/13/18  
Date

RECEIVED

APR 23 2018

MONO COUNTY  
APPLICATION FOR APPOINTMENT  
TO BOARDS/COMMISSIONS/COMMITTEES

OFFICE OF THE CLERK

DATE	4/21/18
NAME	Don Schaller
POSITION APPLIED FOR:	
Mammoth Lakes Mosquito Abatement District Board	
RESIDENCE ADDRESS	107 Carter St Mammoth Lakes Ca 93546
PHONE	760-861-0863
BUSINESS / MAILING ADDRESS	Roberto's Cafe P.O. Box 1663 Mammoth Lakes
PHONE	760-934-3667
OCCUPATION	Restaurant owner

How did you learn of the opening? Stacy Corless

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: Lived on Tamarack St for 30 years  
My wife was born on Tamarack St 58 years

Other information may be submitted by resume if desired.

Summary of background and skills: - I have owned Roberto's Rest in town for 33 years  
- Realtor



Professional experience: chef / realtor

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

Education: None

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

Professional and/or community organizations: None

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

Personal interests and hobbies: GOLF, SURFING, SKIING

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

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked. NO

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to: Clerk of the Board  
County of Mono  
P. O. Box 715  
Bridgeport, CA 93517

  
Signature

4/21/18  
Date

RECEIVED

APR 30 2018

MONO COUNTY  
APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES  
OFFICE OF THE CLERK

DATE	4/30/18
NAME	LYLE KOEGLER
POSITION APPLIED FOR:	
Mammoth Lakes Mosquito Abatement District	
RESIDENCE ADDRESS	62 RED FIR RD MAMMOTH LAKES, CA 93546
PHONE	818-521-4369
BUSINESS / MAILING ADDRESS	PO BOX 3785 MAMMOTH LAKES, CA 93546
PHONE	
OCCUPATION	FIRE CAPTAIN.

How did you learn of the opening? STEVE GANON

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: I HAVE SERVED ON SEVERAL BOARDS, LIVED ON "MEADOW" IN OLD MAMMOTH

Other information may be submitted by resume if desired.

Summary of background and skills: PROJECT MANAGEMENT.

Professional experience: FIRE FIGHTING

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

Education: BS FIRE SCIENCE

\_\_\_\_\_

Professional and/or community organizations: FIRE SAFE COUNCIL

\_\_\_\_\_


Personal interests and hobbies: OUTDOOR RECREATIONLIST

\_\_\_\_\_

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked.

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to: Clerk of the Board  
County of Mono  
P. O. Box 715  
Bridgeport, CA 93517

  
\_\_\_\_\_  
Signature

4/30/18  
\_\_\_\_\_  
Date



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** County Maintained Mileage for FY18-19

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Annual review of the County maintained road mileage.

**RECOMMENDED ACTION:**

Adopt Resolution No. R18-\_\_\_\_, Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2018 – 2019.

**FISCAL IMPACT:**

The proposed action will result in no change in mileage to the County Road System, which has a total of 684.42 miles of County-maintained roads. Therefore, the percentage allocated to Mono County will remain the same.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760-924-1802 / ghigerd@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">resolution</a>
<a href="#">Attachment A - Maintained Mileage List</a>

**History**

Time	Who	Approval
5/10/2018 9:11 AM	County Administrative Office	Yes

5/7/2018 11:54 AM

County Counsel

Yes

5/9/2018 3:55 AM

Finance

Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** May 15, 2018  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, County Engineer  
**Subject:** County Maintained Mileage for FY18-19

**Recommended Action:**

Adopt Resolution No. R18-\_\_\_ “A Resolution of the Mono County Board of Supervisors Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2018 – 2019.”

**Fiscal Impact:**

The proposed action will result in no change in mileage to the County Road System, which has a total of 684.42 miles of County-maintained roads. Therefore, the percentage allocated to Mono County will remain the same.

**Discussion:**

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

The mileage last reported by the State Controller on December 31, 2017 is 684.42 miles. There are no changes to the County’s maintained mileage for fiscal year 2018-2019. A copy of the draft resolution is enclosed as Exhibit 1 to this staff report for Board consideration. The detailed list of County-maintained roads, including their designations and mileage, is included as Attachment A to the resolution.

If you have any questions regarding this item, please contact me at 924-1802.

Respectfully submitted,

Garrett Higerd  
County Engineer

enclosure: Exhibit 1 – Draft Resolution



**RESOLUTION NO. R18-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
SPECIFYING ADDITIONS AND/OR EXCLUSIONS TO THE  
MAINTAINED MILEAGE WITHIN THE COUNTY ROAD SYSTEM AND  
ESTABLISHING MAINTAINED MILEAGE FOR FISCAL YEAR 2018–2019**

**WHEREAS**, pursuant to Section 941 of the California Streets and Highways Code, the County of Mono has in place a system of roads that it maintains for public convenience; and,

**WHEREAS**, Section 2121 of the California Streets and Highways Code provides that in May of each year, each County shall submit to the State Department of Transportation any additions or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and,

**WHEREAS**, the State Department of Transportation certified to the State Controller on December 31, 2017, that the total road mileage maintained by the County of Mono was 684.42; and,

**WHEREAS**, the County finds that since that date, no changes have been made to the County Road System, as shown on “Attachment A,” attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the total mileage of maintained County roads to be submitted to the State Department of Transportation in 2018 is 684.42, as indicated on the maps and tabulation for 2018, which are on file with the Mono County Department of Public Works.



1 **APPROVED AND ADOPTED** this 15<sup>th</sup> day of May, 2018, by the following vote of the Board of  
2 Supervisors, County of Mono:

3 **AYES** :  
4 **NOES** :  
5 **ABSENT** :  
6 **ABSTAIN** :

7 \_\_\_\_\_  
8 Bob Gardner, Chair  
9 Mono County Board of Supervisors

10 ATTEST:  
11 \_\_\_\_\_  
12 Clerk of the Board

Approved as to Form:  
13 \_\_\_\_\_  
14 County Counsel

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# ATTACHMENT "A"

## 2018 MONO COUNTY MAINTAINED MILEAGE

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
2001	LOWER ROCK CREEK ROAD	9.360			<b>9.360</b>	20
2002	PARADISE PIT ROAD			0.060	<b>0.060</b>	24
2003	ROCK CREEK ROAD	8.050			<b>8.050</b>	24
2005	CROWLEY LAKE DRIVE	8.690			<b>8.690</b>	24
2006	OWENS GORGE ROAD	4.280		5.350	<b>9.630</b>	24-20
2008	SUNNY SLOPES ROAD	0.170			<b>0.170</b>	24
2009	SPILLWAY ROAD			0.230	<b>0.230</b>	24
2010	RAINBOW TARNS ROAD		0.510		<b>0.510</b>	24
2011	SOUTH LANDING ROAD	1.120			<b>1.120</b>	24
2012	HILTON CREEK TRAIL			0.430	<b>0.430</b>	24
2013	GREGORY LANE	0.240			<b>0.240</b>	23
2014	McGEE CREEK ROAD	2.200		0.790	<b>2.990</b>	23
2015	CROWLEY LAKE PLACE	0.590			<b>0.590</b>	24
2016	MT. MORRISON ROAD	0.690			<b>0.690</b>	19
2017	BENTON CROSSING ROAD	30.440			<b>30.440</b>	19-20-16
2018	CONVICT LAKE ROAD	2.730			<b>2.730</b>	19
2019	CONVICT CAMPGROUND	0.800			<b>0.800</b>	19
2020	LAYTON SPRINGS ROAD			0.500	<b>0.500</b>	20
2021	CASA DIABLO MN CF			5.940	<b>5.940</b>	20
2022	ROUND MTN ROAD			4.750	<b>4.750</b>	20
2023	CASA DIABLO MN ROAD			17.930	<b>17.930</b>	20-24
2024	SHEEP CAMP ROAD			3.650	<b>3.650</b>	20
2025	CHIDAGO CANYON ROAD			14.600	<b>14.600</b>	20-21
2026	DEER SPRINGS ROAD			2.080	<b>2.080</b>	20
2027	BARKER MINE ROAD			4.200	<b>4.200</b>	20
2028	CATTLE DRIVE ROAD			1.970	<b>1.970</b>	20
2029	YELLOW JACKET ROAD	1.130		7.160	<b>8.290</b>	16
2030	PUMICE MILL ROAD			0.600	<b>0.600</b>	25
2031	PUMICE MINE ROAD			0.210	<b>0.210</b>	16
2032	JOE MAIN ROAD			0.770	<b>0.770</b>	20
2033	RABBIT RANCH ROAD			1.200	<b>1.200</b>	20
2034	MORRIS MINE ROAD			3.340	<b>3.340</b>	20
2035	CHIDAGO LOOP ROAD			5.580	<b>5.580</b>	20
2036	LONE STAR ROAD			2.290	<b>2.290</b>	20
2037	LONE STAR MINE ROAD			1.030	<b>1.030</b>	2
2038	PUMICE MILL ROAD			1.450	<b>1.450</b>	16
2039	CHALFANT LOOP ROAD			2.000	<b>2.000</b>	25
2040	WHITE MOUNTAIN ESTS. ROAD	0.900			<b>0.900</b>	25
2041	SEQUOIA STREET	0.190			<b>0.190</b>	25
2042	PONDEROSA STREET	0.200			<b>0.200</b>	25
2043	TENAYA DRIVE	0.130			<b>0.130</b>	25
2044	PETROGLYPH ROAD			0.500	<b>0.500</b>	25
2045	WHITE MOUNTAIN RANCH ROAD		0.400	0.220	<b>0.620</b>	21
2046	FISH SLOUGH ROAD			17.340	<b>17.340</b>	25-21

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
2047	HIEROGLYPH ROAD			0.100	<b>0.100</b>	25
2048	DAWSON RANCH ROAD	0.770			<b>0.770</b>	21
2049	INDIAN CREEK ROAD			0.240	<b>0.240</b>	16
2050	HAMMIL ROAD	0.780			<b>0.780</b>	21
2051	CINNAMON RANCH ROAD	0.280			<b>0.280</b>	21
2052	CRESTVIEW DRIVE	0.500			<b>0.500</b>	21
2053	BLACK ROCK MINE ROAD	7.880		0.310	<b>8.190</b>	20
2054	VAN LOON CUT-OFF			2.650	<b>2.650</b>	20
2055	WALKER PLACE	0.090			<b>0.090</b>	16
2056	SOUTH ROAD	0.320			<b>0.320</b>	16
2057	GOOLSBY RANCH ROAD	0.440			<b>0.440</b>	16
2058	CHRISTIE LANE	0.100		0.300	<b>0.400</b>	16
2059	REICHART RANCH ROAD	0.690			<b>0.690</b>	16
2060	CLARK RANCH ROAD			0.430	<b>0.430</b>	16
2061	FOOTHILL ROAD			4.210	<b>4.210</b>	16
2062	G-BAR-T RANCH ROAD			0.920	<b>0.920</b>	16
2063	SIPES RANCH ROAD			1.030	<b>1.030</b>	16
2064	PEDRO RANCH ROAD			0.800	<b>0.800</b>	16
2065	BRAMLETTE RANCH ROAD			1.640	<b>1.640</b>	16
2066	TRUMAN MEADOWS ROAD			2.590	<b>2.590</b>	16
2067	BLACK LAKE ROAD			0.100	<b>0.100</b>	16
2068	CANYON ROAD			2.860	<b>2.860</b>	26
2069	RANCH ROAD			1.510	<b>1.510</b>	26
2070	ASPEN SPRINGS RANCH	0.740			<b>0.740</b>	24
2071	HOT CREEK RANCH ROAD			1.140	<b>1.140</b>	19
2072	OWENS RIVER ROAD	3.800		12.320	<b>16.120</b>	19
2073	SCHOOL ROAD	0.120			<b>0.120</b>	19
2074	WHITMORE TUBS ROAD			2.790	<b>2.790</b>	19
2076	PIT ROAD	1.040			<b>1.040</b>	19
2077	SUMMERS ROAD			0.220	<b>0.220</b>	19
2078	SUBSTATION ROAD	1.530			<b>1.530</b>	19
2080	CASA DIABLO CUT-OFF	0.040			<b>0.040</b>	19
2081	ANTELOPE SPRINGS ROAD	0.940		8.820	<b>9.760</b>	19
2082	HUNTLEY MINE ROAD			0.500	<b>0.500</b>	19
2083	DRY CREEK CUT-OFF			2.440	<b>2.440</b>	19
2084	DEADMAN CREEK ROAD			7.140	<b>7.140</b>	19
2085	GLASS CREEK ROAD			0.650	<b>0.650</b>	15
2086	OWENS RIVER RANCH ROAD			0.150	<b>0.150</b>	19
2088	AIRPORT ROAD	1.340			<b>1.340</b>	19
2089	SHERWIN CREEK ROAD	0.280		2.040	<b>2.320</b>	19
2090	SAWMILL ROAD	0.230		0.980	<b>1.210</b>	19
2091	HOT CREEK HATCHERY ROAD	1.800		3.170	<b>4.970</b>	19
2101	WESTRIDGE ROAD	0.440			<b>0.440</b>	24
2102	PARADISE POINT	0.040			<b>0.040</b>	24
2103	SCOTT ROAD	0.070			<b>0.070</b>	24
2104	SUMMIT ROAD	0.190			<b>0.190</b>	24

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
2105	DENNIS WAY	0.030			<b>0.030</b>	24
2106	GLEN COURT	0.040			<b>0.040</b>	24
2107	ALISON LANE	0.100			<b>0.100</b>	24
2108	SHERWIN TRAIL	0.120			<b>0.120</b>	24
2109	DEER PEAK TRAIL	0.160			<b>0.160</b>	24
2110	EAGLE VISTA	0.090			<b>0.090</b>	24
2111	VALLEY VIEW ROAD	0.330			<b>0.330</b>	24
2112	RIMROCK DRIVE	0.970			<b>0.970</b>	24
2115	PINION DRIVE	0.310			<b>0.310</b>	24
2116	QUAIL CIRCLE	0.100			<b>0.100</b>	24
2117	SIERRA WAVE	0.400			<b>0.400</b>	24
2118	RIDGE VIEW	0.080			<b>0.080</b>	24
2120	SIERRA VISTA CIRCLE	0.040			<b>0.040</b>	24
2201	SWALL MEADOWS ROAD	1.490			<b>1.490</b>	24
2202	WILSON ROAD	0.180			<b>0.180</b>	24
2204	WILLOW ROAD	0.140			<b>0.140</b>	24
2205	ORCHARD ROAD	0.190			<b>0.190</b>	24
2206	MEADOW ROAD	0.100			<b>0.100</b>	24
2207	FOOTHILL ROAD	0.220			<b>0.220</b>	24
2208	N. VALLEY VIEW DRIVE	0.100		0.110	<b>0.210</b>	24
2209	MOUNTAIN VIEW DRIVE	0.410	0.440		<b>0.850</b>	24
2210	PINE DRIVE	0.050	0.190		<b>0.240</b>	24
2211	SKY MEADOWS ROAD	0.240	0.090	0.710	<b>1.040</b>	24
2301	MEADOW VIEW DRIVE	0.240			<b>0.240</b>	24
2302	LAKE MANOR PLACE	0.170			<b>0.170</b>	24
2303	ASPEN TERRACE	0.270			<b>0.270</b>	24
2304	DELTA DRIVE	0.270			<b>0.270</b>	24
2305	PLACER ROAD		0.040	0.200	<b>0.240</b>	24
2306	HILTON CREEK DRIVE	0.230			<b>0.230</b>	24
2307	HILTON CREEK PLACE	0.100			<b>0.100</b>	24
2308	CROWLEY LAKE CIRCLE	0.040			<b>0.040</b>	24
2309	ELDERBERRY LANE	0.110			<b>0.110</b>	24
2310	PEARSON ROAD	0.320			<b>0.320</b>	24
2311	WILD ROSE DRIVE	0.050			<b>0.050</b>	24
2312	SIERRA SPRINGS DRIVE	0.640			<b>0.640</b>	24
2313	LARKSPUR LANE	0.140			<b>0.140</b>	24
2314	SHANNA CIRCLE	0.020			<b>0.020</b>	24
2315	LARKSPUR DRIVE	0.150			<b>0.150</b>	24
2401	HUNTER AVENUE	0.270			<b>0.270</b>	25
2402	VALLEY ROAD	0.700			<b>0.700</b>	25
2403	VIRGINIA AVENUE	0.210			<b>0.210</b>	25
2404	CHASE AVENUE	0.200			<b>0.200</b>	25
2405	MOUNTAIN VIEW AVENUE	0.230			<b>0.230</b>	24
2406	BROWN SUBDIVISION ROAD	0.100			<b>0.100</b>	25
2407	LOCUST STREET	0.250		0.250	<b>0.500</b>	25
2408	CHIDAGO WAY	0.200			<b>0.200</b>	25

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
2409	PIUTE LANE	0.090			<b>0.090</b>	25
2410	COLD WATER ROAD	0.090			<b>0.090</b>	25
2411	WHITE MOUNTAIN DRIVE	0.170			<b>0.170</b>	25
2412	SACRAMENTO STREET	0.250			<b>0.250</b>	25
2413	CHALFANT ROAD	0.940			<b>0.940</b>	25
2414	COYOTE ROAD	0.200			<b>0.200</b>	25
2415	BUENA VISTA DRIVE	0.230			<b>0.230</b>	25
2416	LISA LANE	0.280			<b>0.280</b>	25
2417	RONDA LANE	0.170			<b>0.170</b>	25
2418	MARY LANE	0.170			<b>0.170</b>	25
2801	WHEELER VIEW DRIVE	0.020			<b>0.020</b>	24
2802	MONTANA ROAD	0.050			<b>0.050</b>	24
3001	BIG SPRINGS ROAD	0.490		4.870	<b>5.360</b>	19-15
3002	OBSIDIAN DOME ROAD			1.560	<b>1.560</b>	15
3003	BALD MOUNTAIN ROAD			11.310	<b>11.310</b>	15
3004	BALD MOUNTAIN SPRINGS ROAD			1.600	<b>1.600</b>	15
3005	PUMICE MINE ROAD	0.410		2.940	<b>3.350</b>	15
3006	WEST PORTAL ROAD			3.500	<b>3.500</b>	14-15
3008	PINE CLIFF ROAD	0.980			<b>0.980</b>	15
3009	ASPEN ROAD	0.220			<b>0.220</b>	14
3010	DREAM MOUNTAIN DRIVE	0.300			<b>0.300</b>	14
3012	PARKER LAKE ROAD			2.670	<b>2.670</b>	14
3014	CITY CAMP ROAD	0.190			<b>0.190</b>	14
3015	OIL PLANT ROAD	0.730		0.290	<b>1.020</b>	11
3016	TEST STATION ROAD	1.210		4.430	<b>5.640</b>	11-12
3017	RUSH CREEK ROAD			3.080	<b>3.080</b>	12
3018	DROSS ROAD	0.410			<b>0.410</b>	15
3019	SAND FLAT CUT-OFF			4.560	<b>4.560</b>	15
3020	PILOT SPRINGS ROAD			4.080	<b>4.080</b>	15
3021	LOGGING CAMP ROAD			5.450	<b>5.450</b>	11
3022	WET MEADOW ROAD			20.750	<b>20.750</b>	15
3023	JOHNNY MEADOWS ROAD			1.980	<b>1.980</b>	15
3024	CROOKED MEADOWS ROAD			0.430	<b>0.430</b>	15
3025	SAGE HEN MEADOWS ROAD			8.820	<b>8.820</b>	15
3026	BAXTERS ROAD			0.680	<b>0.680</b>	15
3027	DOBIE MEADOWS ROAD			31.630	<b>31.630</b>	9-12-13
3028	ADOBE RANCH ROAD			4.390	<b>4.390</b>	16
3029	McGEE CANYON ROAD			10.780	<b>10.780</b>	16
3030	RIVER SPRINGS ROAD			3.770	<b>3.770</b>	16
3031	BLACK CANYON ROAD			1.850	<b>1.850</b>	16
3032	SAWMILL MEADOWS ROAD			10.200	<b>10.200</b>	16
3033	SAWMILL CROSS-OVER ROAD			4.000	<b>4.000</b>	16
3034	LOG CABIN MINE ROAD			4.850	<b>4.850</b>	25
3035	POOLE POWER PLANT ROAD	1.920		1.400	<b>3.320</b>	11
3036	ELLERY LAKE CAMPGROUND ROAD	0.250			<b>0.250</b>	11
3037	SADDLEBAG LAKE ROAD			2.590	<b>2.590</b>	11

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
3038	JCT. CAMPGROUND ROAD			0.190	<b>0.190</b>	11
3039	PICNIC GROUNDS ROAD			4.110	<b>4.110</b>	11
3040	PICNIC SHORT-CUT ROAD			0.110	<b>0.110</b>	11
3041	McPHERSON SUBDIVISION ROAD			0.380	<b>0.380</b>	11
3042	CEMETERY ROAD	1.400		4.520	<b>5.920</b>	11
3043	THOMPSON ROAD			1.130	<b>1.130</b>	11
3044	LUNDY LAKE ROAD	5.210		1.510	<b>6.720</b>	11
3045	LUNDY CUT-OFF			0.400	<b>0.400</b>	11
3046	LUNDY DAM ROAD			0.240	<b>0.240</b>	11
3047	MILLER SPUR ROAD			0.060	<b>0.060</b>	11
3048	MILL CREEK POWER HOUSE ROAD			0.780	<b>0.780</b>	11
3049	CONWAY RANCH ROAD			3.150	<b>3.150</b>	11
3050	RATTLESNAKE GULCH ROAD			0.610	<b>0.610</b>	11
3051	COONEY ROAD			2.420	<b>2.420</b>	11
3052	GOAT RANCH CUT-OFF	0.700		6.400	<b>7.100</b>	11-8-9
3053	COTTONWOOD CANYON ROAD		3.400	7.560	<b>10.960</b>	9
3054	COYOTE SPRINGS ROAD			6.570	<b>6.570</b>	8
3101	BIG ROCK ROAD	0.120			<b>0.120</b>	15
3102	LAKEVIEW DRIVE	0.290			<b>0.290</b>	15
3103	KNOLL AVENUE	0.180			<b>0.180</b>	15
3104	CRAWFORD AVENUE	0.290			<b>0.290</b>	15
3105	FOSTER AVENUE	0.120			<b>0.120</b>	15
3106	BRENNER STREET	0.100			<b>0.100</b>	15
3107	FOREST ROAD	0.400			<b>0.400</b>	14
3108	BRUCE STREET	0.220			<b>0.220</b>	15
3109	LEONARD AVENUE	0.550			<b>0.550</b>	15
3110	HOWARD AVENUE	0.070			<b>0.070</b>	15
3111	GRANITE AVENUE	0.210			<b>0.210</b>	15
3112	GULL LAKE ROAD	0.140			<b>0.140</b>	15
3113	LYLE TERRACE	0.390			<b>0.390</b>	15
3114	GULL LAKE CAMPGROUND ROAD	0.310			<b>0.310</b>	15
3116	ALDERMAN STREET	0.200			<b>0.200</b>	15
3117	MOUNTAIN VISTA DRIVE	0.160			<b>0.160</b>	15
3118	HIGHLAND DRIVE	0.240			<b>0.240</b>	15
3119	HIGHLAND PLACE	0.070			<b>0.070</b>	15
3120	NORTHSHORE	3.550			<b>3.550</b>	14-15
3201	PUMICE ROAD	0.150			<b>0.150</b>	11
3202	AIRPORT ROAD	0.650			<b>0.650</b>	11
3203	UTILITY ROAD	0.930			<b>0.930</b>	11
3204	LEE VINING AVENUE	0.440			<b>0.440</b>	11
3205	FOURTH STREET	0.060			<b>0.060</b>	11
3206	C STREET	0.040			<b>0.040</b>	11
3207	D STREET	0.060			<b>0.060</b>	11
3208	MONO LAKE AVENUE	0.160			<b>0.160</b>	11
3209	THIRD STREET	0.100			<b>0.100</b>	11
3210	YOSEMITE DRIVE	0.060			<b>0.060</b>	11

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
3211	PAOHA DRIVE	0.120			<b>0.120</b>	11
3212	SECOND STREET	0.070			<b>0.070</b>	11
3214	FIRST STREET	0.090			<b>0.090</b>	11
3215	MATTLY AVENUE	0.540			<b>0.540</b>	11
3301	EAST MONO LAKE DRIVE	1.230			<b>1.230</b>	11
3302	BLUE LAKE WAY	0.040			<b>0.040</b>	11
3303	TWIN LAKES DRIVE	0.160			<b>0.160</b>	11
3304	GREEN LAKE COURT	0.030			<b>0.030</b>	11
3305	LAKE HELEN COURT	0.040			<b>0.040</b>	11
3306	PEELER LAKE DRIVE	0.380			<b>0.380</b>	11
3307	SILVER LAKE WAY	0.090			<b>0.090</b>	11
3401	CONWAY ROAD	0.340			<b>0.340</b>	11
3402	WILSON CREEK ROAD	0.380			<b>0.380</b>	11
3403	GLACIER CANYON ROAD	0.250			<b>0.250</b>	11
3404	LUNDY CIRCLE	0.070			<b>0.070</b>	11
3405	BODIE CIRCLE	0.060			<b>0.060</b>	11
4001	VIRGINIA LAKES ROAD	5.900		0.360	<b>6.260</b>	11-8
4002	DUNDERBURG MEADOWS ROAD			8.320	<b>8.320</b>	8-11
4003	LITTLE VIRGINIA LAKES ROAD			0.200	<b>0.200</b>	11
4004	GREEN CREEK ROAD			9.360	<b>9.360</b>	8
4005	UPPER SUMMERS MEADOWS ROAD			6.700	<b>6.700</b>	8
4007	BODIE ROAD			10.440	<b>10.440</b>	8-9
4008	BODIE MASONIC ROAD			15.460	<b>15.460</b>	5-9
4009	BODIE CEMETERY ROAD			0.280	<b>0.280</b>	5
4010	COW CAMP ROAD			5.120	<b>5.120</b>	5
4011	BOUNDARY ROAD			1.480	<b>1.480</b>	6
4012	TWIN LAKES ROAD	13.460			<b>13.460</b>	8-5
4013	HUNEWILL RANCH ROAD	1.040		0.100	<b>1.140</b>	8
4014	HACKAMORE PLACE	0.520			<b>0.520</b>	8
4015	SPUR COURT	0.070			<b>0.070</b>	5
4016	KAYAK ROAD	0.090			<b>0.090</b>	8
4017	SOUTH TWIN ROAD		1.690	0.530	<b>2.220</b>	8
4018	GARBAGE PIT ROAD	0.050			<b>0.050</b>	5
4019	RAMP ROAD	0.200			<b>0.200</b>	5
4020	MASONIC ROAD			11.840	<b>11.840</b>	5
4021	BUCKEYE ROAD	0.400	0.500	6.500	<b>7.400</b>	8
4022	BUCKEYE CREEK ROAD			0.600	<b>0.600</b>	5
4101	JACK SAWYER ROAD	0.190			<b>0.190</b>	5
4102	BRIDGE STREET	0.050			<b>0.050</b>	5
4103	HAYS STREET	0.060			<b>0.060</b>	5
4104	KINGSLEY STREET	0.370			<b>0.370</b>	5
4105	LAUREL AVENUE	0.100			<b>0.100</b>	5
4106	SINCLAIR STREET	0.230			<b>0.230</b>	5
4107	SCHOOL STREET	0.160			<b>0.160</b>	5
4108	KIRKWOOD STREET	0.100			<b>0.100</b>	5
4109	EMIGRANT STREET	0.490			<b>0.490</b>	5

## ATTACHMENT "A"

ROAD NO.	ROAD NAME	PAVED	SURFACE TREATED	GRAVEL	TOTAL	MAP NO.
4110	DAY LANE	0.050			<b>0.050</b>	5
4111	STOCK DRIVE	0.500			<b>0.500</b>	5
4112	COURT STREET	0.040			<b>0.040</b>	5
4113	BRYANT STREET	0.200			<b>0.200</b>	5
4114	AURORA CANYON ROAD	0.650		7.210	<b>7.860</b>	5
4115	CEMETERY ROAD	0.040			<b>0.040</b>	5
4116	CAMERON DRIVE	0.100			<b>0.100</b>	5
4117	SIERRA VIEW DRIVE	0.100			<b>0.100</b>	5
4118	N. BUCKEYE DRIVE	0.250			<b>0.250</b>	5
5001	BURCHAM FLAT ROAD		0.050	14.730	<b>14.780</b>	3-4
5002	PINE NUT ROAD	0.690			<b>0.690</b>	2
5003	HACKNEY DRIVE	0.090			<b>0.090</b>	2
5004	SHOP ROAD	0.070			<b>0.070</b>	2
5005	MILL CANYON ROAD	0.040		8.250	<b>8.290</b>	2
5006	GOLDEN GATE ROAD			6.250	<b>6.250</b>	2
5007	EASTSIDE LANE	6.760		1.260	<b>8.020</b>	1-2
5008	CAMP ANTELOPE ROAD	0.910			<b>0.910</b>	3
5009	PATRICIA LANE	0.430			<b>0.430</b>	2
5010	LONE COMPANY ROAD	0.080		0.350	<b>0.430</b>	15
5011	EASTSIDE ROAD		1.070		<b>1.070</b>	2
5012	OFFAL ROAD	0.310			<b>0.310</b>	2
5013	LARSON LANE	2.100			<b>2.100</b>	2
5014	CUNNINGHAM LANE	2.830			<b>2.830</b>	1
5015	TOPAZ LANE	3.510			<b>3.510</b>	1
5016	CHARLEBOIS ROAD			0.190	<b>0.190</b>	1
5017	LOBDELL LAKE ROAD			7.000	<b>7.000</b>	2
5018	LITTLE WALKER ROAD			3.800	<b>3.800</b>	4
		<b>181.620</b>	<b>8.380</b>	<b>494.420</b>	<b>684.420</b>	



## DISTRICT 1 MAINTAINED MILEAGE

ROAD #	ROAD NAME	PAVED	DIRT	SNOW	SPRING
2001	LOWER ROCK CREEK ROAD	9.36		9.36	
2002	PARADISE PIT ROAD		0.06	0.06	
2003	ROCK CREEK ROAD	8.05		6.00	2.05
2005	CROWLEY LAKE DRIVE	8.69		8.50	
2006	OWENS GORGE ROAD	4.28	5.35	4.20	5.43
2008	SUNNY SLOPE ROAD	0.17		0.17	
2009	SPILLWAY ROAD		0.23		
2010	RAINBOW TARNs ROAD		0.51	0.51	
2011	SOUTH LANDING ROAD	1.12		1.08	
2012	HILTON CREEK TRAIL		0.43		
2013	GREGORY LANE	0.24		0.24	
2014	McGEE CREEK ROAD	2.20	0.79	0.20	2.84
2015	CROWLEY LAKE PLACE	0.59		0.59	
2016	MT. MORRISON ROAD	0.69		1.00	
2017	BENTON CROSSING ROAD	18.24		18.44	
2018	CONVICT LAKE ROAD	2.73		2.50	
2019	CONVICT CAMPGROUND	0.80			
2020	LAYTON SPRINGS ROAD		0.50		
2021	CASA DIABLO MN CF		5.94		
2022	ROUND MTN ROAD		4.75		
2023	CASA DIABLO MN ROAD		17.93		
2024	SHEEP CAMP ROAD		3.65		
2070	ASPEN SPRINGS RANCH	0.74		0.74	
2071	HOT CREEK RANCH ROAD		1.14		
2072	OWENS RIVER ROAD	3.80	12.32	10.80	7.12
2073	SCHOOL ROAD	0.12	0.12	0.12	
2074	WHITMORE TUBS ROAD		2.79		2.79
2076	PIT ROAD	1.04		1.04	
2077	SUMMERS ROAD		0.22		
2078	SUBSTATION ROAD	1.53		1.53	
2080	CASA DIABLO CUT-OFF	0.04		0.04	
2081	ANTELOPE SPRINGS ROAD	0.94	8.82	0.30	3.00
2082	HUNTLEY MINE ROAD		0.50		0.50
2083	DRY CREEK CUT-OFF		2.44		
2084	DEADMAN CREEK ROAD		7.14		
2085	GLASS CREEK ROAD		0.65		
2086	OWENS RIVER RANCH ROAD		0.15		
2088	AIRPORT ROAD	1.34		1.40	
2089	SHERWIN CREEK ROAD	0.28	2.04	0.05	2.27
2090	SAWMILL ROAD		1.21		
2091	HOT CREEK HATCHERY ROAD	1.80	3.16	1.80	
2101	WESTRIGE ROAD	0.44		0.44	
2102	PARADISE POINT	0.04		0.04	
2103	SCOTT ROAD	0.07		0.07	
2104	SUMMIT ROAD	0.19		0.19	
2105	DENNIS WAY	0.03		0.03	
2106	GLEN COURT	0.04		0.04	
2107	ALISON LANE	0.10		0.10	
2108	SHERWIN TRAIL	0.12		0.12	
2109	DEER PEAK TRAIL	0.16		0.16	
2110	WILKS CREST	0.09		0.09	
2120	SIERRA VISTA CIRCLE	0.04		0.04	
2111	VALLEY VIEW ROAD	0.33		0.33	
2112	RIMROCK DRIVE	0.97		0.97	
2115	PINION DRIVE	0.31		0.31	
2116	QUAIL CIRCLE	0.10		0.10	
2117	SIERRA WAVE	0.40		0.40	
2118	RIDGEVIEW	0.08		0.33	
2119	COUGAR RUN	0.00		0.17	
2201	SWALL MEADOWS ROAD	1.49		1.49	
2202	WILSON ROAD	0.18		0.18	
2204	WILLOW ROAD	0.14		0.14	
2205	ORCHARD ROAD	0.19		0.19	
2206	MEADOW ROAD	0.10		0.10	
2207	FOOTHILL ROAD	0.22		0.22	





## DISTRICT 2 MAINTAINED MILEAGE

ROAD #	ROAD NAME	PAVED	DIRT	SNOW	SPRING
2017	BENTON CROSSING ROAD	12.20		12.00	
2025	CHADIGO CANYON ROAD		14.60		
2026	DEER SPRINGS ROAD		2.08		
2027	BARKER MINE ROAD		4.20		
2028	CATTLE DRIVE ROAD		1.97		
2029	YELLOW JACKET ROAD	1.13	7.16	8.29	
2030	PUMICE MILL ROAD		0.60		
2031	PUMICE MINE ROAD		0.21		
2032	JOE MAIN ROAD		0.77	0.77	
2033	RABBIT RANCH ROAD		1.20	1.20	
2034	MORRIS MINE ROAD		3.34		
2035	CHIDAGO LOOP ROAD		5.58		
2036	LONE STAR ROAD		2.29		
2037	LONE STAR MINE ROAD		1.03		
2038	PUMICE MILL ROAD		1.45		
2039	CHALFANT LOOP ROAD		2.00	2.00	
2040	WHITE MOUNTAIN ESTS. ROAD	0.90		0.90	
2041	SEQUOIA STREET	0.19		0.19	
2042	PONDEROSA STREET	0.20		0.20	
2043	TENAYA DRIVE	0.13		0.13	
2044	PETROGLYPH ROAD		0.50		
2045	WHITE MOUNTAIN RANCH ROAD		0.62	0.62	
2046	FISH SLOUGH ROAD		17.34		
2047	HIEROGLYPH ROAD		0.10		
2048	DAWSON RANCH ROAD	0.77	0.00	0.77	
2049	INDIAN CREEK ROAD		0.24	0.24	
2050	HAMMIL ROAD	0.78		0.78	
2051	CINNAMON RANCH ROAD	0.28		0.28	
2052	CRESTVIEW DRIVE	0.50		0.50	
2053	BLACK ROCK MINE ROAD	7.88	0.31	7.43	5.00
2054	VAN LOON CUT-OFF		2.65		
2055	WALKER PLACE	0.09		0.09	
2056	SOUTH ROAD	0.32		0.32	
2057	GOOLSBY RANCH ROAD	0.44		0.44	
2058	CHRISTIE LANE	0.10	0.30	0.40	
2059	REICHART RANCH ROAD	0.69		0.69	
2060	CLARK RANCH ROAD		0.43	0.43	
2061	FOOTHILL ROAD		4.21	4.21	
2062	G-BAR-T RANCH ROAD		0.92	0.92	
2063	SIPES RANCH ROAD		1.03	1.03	
2064	PEDRO RANCH ROAD		0.80	0.80	
2065	BRAMLETTE RANCH ROAD		1.64	1.64	
2066	TRUMAN MEADOWS ROAD		2.59		
2067	BLACK LAKE ROAD		0.10		
2068	CANYON ROAD		2.86		
2069	RANCH ROAD		1.51		
2401	HUNTER AVENUE	0.27		0.27	
2402	VALLEY ROAD	0.70		0.70	
2403	VIRGINIA AVENUE	0.21		0.21	
2404	CHASE AVENUE	0.20		0.20	
2405	MOUNTAIN VIEW AVENUE	0.23		0.23	
2406	BROWN SUBDIVISION ROAD	0.10		0.10	
2407	LOCUST STREET	0.25	0.25	0.50	
2408	CHIDAGO WAY	0.20		0.20	
2409	PIUTE LANE	0.09		0.09	
2410	COLD WATER ROAD	0.09		0.09	
2411	WHITE MOUNTAIN DRIVE	0.17		0.17	
2412	SACRAMENTO STREET	0.25		0.25	
2413	CHALFANT ROAD	0.94		0.94	
2414	COYOTE ROAD	0.20		0.20	
2415	BUENA VISTA DRIVE	0.23		0.23	
2416	LISA LANE	0.28		0.28	
2417	RONDA LANE	0.17		0.17	
2418	MARY LANE	0.17		0.17	
3022	WET MEADOWS ROAD		4.00		
3028	ADOBE RANCH ROAD		4.39		







### DISTRICT 3 MAINTAINED MILEAGE

ROAD #	ROAD NAME	PAVED	DIRT	SNOW	SPRING
3005	PUMICE MINE ROAD	0.41	2.94		
3006	WEST PORTAL ROAD		3.50		
3008	PINE CLIFF ROAD	0.98		0.50	
3009	ASPEN ROAD	0.22		0.22	
3010	DREAM MOUNTAIN DRIVE	0.30		0.30	
3012	PARKER LAKE ROAD		2.67		
3014	CITY CAMP ROAD	0.19		0.00	
3015	OIL PLANT ROAD	0.73	0.29	0.73	
3016	TEST STATION ROAD	2.86	2.78	2.86	
3017	RUSH CREEK ROAD		3.08		
3018	DROSS ROAD	0.41		0.41	
3019	SAND FLAT CUT-OFF		4.56		
3020	PILOT SPRINGS ROAD		4.08		
3021	LOGGING CAMP ROAD		5.45		
3022	WET MEADOW ROAD		16.75		
3023	JOHNNY MEADOWS ROAD		1.98		
3024	CROOKED MEADOWS ROAD		0.43		
3025	SAGE HEN MEADOWS ROAD		8.82		
3026	BAXTERS ROAD		0.68		
3027	DOBIE MEADOWS ROAD		31.63		
3029	McGEE CANYON ROAD		0.00		
3034	LOG CABIN MINE ROAD		4.85		
3035	POOLE POWER PLANT ROAD	1.92	1.40	3.32	
3036	ELLERY LAKE CAMPGROUND ROAD	0.25			
3037	SADDLEBAG LAKE ROAD		2.59		
3038	JCT. CAMPGROUND ROAD		0.19		
3039	PICNIC GROUNDS ROAD		4.11		
3040	PICNIC SHORT-CUT ROAD		0.11		
3041	McPHERSON SUBDIVISION ROAD		0.38	0.00	
3042	CEMETERY ROAD	1.40	4.52	1.40	
3043	THOMPSON ROAD		1.13		
3044	LUNDY LAKE ROAD	5.21	1.51	1.25	3.96
3045	LUNDY CUT-OFF		0.40		
3046	LUNDY DAM ROAD		0.24		0.24
3047	MILLER SPUR ROAD		0.06		
3048	MILL CREEK POWER HOUSE ROAD		0.78	0.78	
3049	CONWAY RANCH ROAD		3.15		
3050	RATTLESNAKE GULCH ROAD		0.61		
3051	COONEY ROAD		2.42		
3052	GOAT RANCH CUT-OFF	0.70	6.40	0.70	
3053	COTTONWOOD CANYON ROAD		10.96	2.00	
3054	COYOTE SPRINGS ROAD		6.57		
3101	BIG ROCK ROAD	0.12		0.12	
3102	LAKEVIEW DRIVE	0.29		0.29	
3103	KNOLL AVENUE	0.18		0.18	
3104	CRAWFORD AVENUE	0.29		0.29	
3105	FOSTER AVENUE	0.12		0.12	
3106	BRENNER STREET	0.10		0.10	
3107	FOREST ROAD	0.40		0.40	
3108	BRUCE STREET	0.22		0.22	
3109	LEONARD AVENUE	0.55		0.55	
3110	HOWARD AVENUE	0.07		0.07	
3111	GRANITE AVENUE	0.21		0.21	
3112	GULL LAKE ROAD	0.14		0.14	
3113	LYLE TERRACE	0.39		0.19	
3114	GULL LAKE CAMPGROUND ROAD	0.31			
3116	ALDERMAN STREET	0.20		0.20	
3117	MOUNTAIN VISTA DRIVE	0.16		0.16	
3118	HIGHLAND DRIVE	0.24		0.24	
3119	HIGHLAND PLACE	0.07		0.07	
3120	NORTHSHORE	3.55		3.55	
3201	PUMICE ROAD	0.15		0.15	
3202	AIRPORT ROAD	0.65		0.65	
3203	UTILITY ROAD	0.93		0.93	
3204	LEE VINING AVENUE	0.44		0.44	













OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 15, 2018

**Departments: CDD - Building Division**

**TIME REQUIRED**

**SUBJECT** Appointment to the Construction  
Board of Appeals

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Consider appointment of the following individual to the five (5) member Construction Board of Appeals: Randy Gilbert - CA General Contractor.

---

### RECOMMENDED ACTION:

Appoint Randy Gilbert to the Construction Board of Appeals for a four-year term expiring December 31, 2021.

---

### FISCAL IMPACT:

Fiscal impacts are negligible. Board operating costs are confined to support staff and minimal office expenses, and are already programmed in the budget. Appeal fees will cover costs of individual appeals.

---

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 7609241814 / wsugimura@mono.ca.gov

---

### SEND COPIES TO:

Tom Perry

Wendy Sugimura

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[staff report](#)

[attachment 1](#)

[attachment 2 - resume](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/10/2018 9:15 AM	County Administrative Office	Yes
5/7/2018 11:55 AM	County Counsel	Yes
5/9/2018 3:57 AM	Finance	Yes

# Mono County Community Development Department

---

P.O. Box 3569  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
inspection hotline: (760) 924-1827  
commdev@mono.ca.gov

## Building Division

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5430, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

June 5, 2018

**TO:** Honorable Chair and Members of the Board of Supervisors

**FROM** Tom Perry, Building Official  
Wendy Sugimura, Interim CDD Director

**RE:** Building Board of Appeals

### RECOMMENDATION

Consider appointment of the following individual to the five (5) member construction Board of Appeals: Randy Gilbert - CA General Contractor.

### BACKGROUND

The purpose of the Construction Board of Appeals is to hear appeals of orders, decisions and determinations of the Building Official related to Mono County Title 15 and building codes. Section 113.1 of the 2016 California Building Code mandates the local governing authority appoint a Building Board of Appeals. Mono County Code Section 15.04.120 provides further direction, specifying four-year terms for Board of Appeal members, and requiring the five-member board to consist of persons with experience in the field of construction (see Attachment A).

### FISCAL IMPACT

Fiscal impacts are negligible. Board operating costs are confined to support staff and minimal office expenses. Appeal fees will cover costs of individual appeals.

### DISCUSSION

Randy Gilbert is a contractor, primarily in the northern part of the county, and has served as a Board of Appeals member since the board's inception. His term expired on December 31, 2017, and he is willing to serve another four-year term that will expire on December 31, 2021.

The Building Official, Tom Perry, has discussed the appointment with Mr. Gilbert and recommends his appointment to represent individuals with diverse credentials and experience in construction matters, as well as a broad geographic representation of Mono County.

This report has been reviewed and approved by the community development director. Please contact Tom Perry at (760) 924-1803 if you have questions.

### ATTACHMENT

Excerpts from Mono County Code Chapter 15  
Randy Gilbert's Resume

## ATTACHMENT A (Mono County Code)

### 15.04.120 Board of Appeals.

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

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



Randy Gilbert  
P.O. Box 2  
Coleville, CA 96107  
530-495-2362

I have been in the construction field virtually my entire life, as I have followed in the footsteps of my Father and Grandfather whom were both General Contractors. I have continually resided in Mono County since 1970. From 1979 to present, I have owned and operated my own business, R.L. Gilbert Construction, Inc. in Mono County. I have worked on both residential projects (some 40+ custom homes and dozens of remodels) in Mono County (from foundation to finish including running my own custom cabinet shop) and light commercial projects for all of the government agencies in the county throughout the years.

Through all the years of being in business for myself, I have not had a complaint filed against me with the California Contractor's State Licensing Board. I have handled all of the needs and issues of homeowners, subcontractors, materials suppliers and crew and resolved problems and issues to equitable solutions.

As Project Foreman, during my employment with MB Martin Construction from 1977 to 1979, I was a working foreman on light commercial and residential projects along with the cabinet shop of which I did most of the designing and construction process.

During the seven years of employment at Mammoth Mountain Ski Area, I was employed in the carpentry/maintenance shop of which I was the supervisor at the time of leaving their employment to go on to work in the outside construction field. During my time there I was involved in repairing and building everything from cabinetry to buildings.

Based on my years of experience, I have a proven track record of working within complex environments, finding new ways to solve problems, meet the varied and sometimes difficult demands of our customers and being flexible enough to address issues as they come up while keeping the daily operations running smoothly. I believe I possess good organizational skills and have always been able to develop a positive rapport with clients, suppliers, subcontractors, state and county officials. I believe I work well as team leader and have an ability to work through issues and problems that come with being a supervisor. I also believe I have developed successful leadership skills through the years. I was with the Mammoth Lakes Fire Department for 10 years and retired as a Captain with the Department. I have just completed my second term as an elected school board member for the Eastern Sierra Unified School District.

Sincerely,  
Randy Gilbert



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 15, 2018

**Departments: Finance, CAO**

**TIME REQUIRED**

**SUBJECT** CSA#1 Crowley Lake Skatepark  
Budget Increase Request

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Increase in the Capital Improvement Projects Budget for the skatepark by \$14,000 to a total project budget of \$704,000.  
The Skatepark project is funded by CSA#1.

---

### RECOMMENDED ACTION:

1. Amend the Crowley Lake Skatepark Budget for FY 2017-18 in the Capital Improvement Projects Budget from \$690,000 to \$704,000 for construction expenses and reimbursement from County Service Area #1 (CSA#1). 2. Approve transfer of \$14,000 from the CSA#1 contingency budget to cover this increase (both actions require 4/5ths vote).

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### FISCAL IMPACT:

There is no impact to the General Fund. This item would decrease CSA #1 contingency from \$66,500 to \$52,500.

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**CONTACT NAME:** Stephanie Butters

**PHONE/EMAIL:** 760-932-5496 / sbutters@mono.ca.gov

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### SEND COPIES TO:

Stephanie Butters, Finance

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Staff Report](#)

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### History

Time	Who	Approval
5/10/2018 9:25 AM	County Administrative Office	Yes

5/10/2018 1:10 PM

County Counsel

Yes

5/10/2018 4:25 PM

Finance

Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

---

*Stephanie M. Butters*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM*  
Director of Finance

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

Date: May 15, 2018

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Subject: CSA#1 Budget Increase Request for the Crowley Lake Skatepark Project

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## **Recommended Action:**

1. Amend the Crowley Lake Skatepark Budget for FY 2017-18 in the Capital Improvement Projects Budget from \$690,000 to \$704,000 for construction expenses and reimbursement from County Service Area #1 (CSA#1). 2. Approve transfer of \$14,000 from the CSA#1 budget to cover this increase (both actions require 4/5ths vote).

## **Discussion:**

The Capital Improvement Projects Budget for the skatepark will increase by \$14,000 to a total project budget of \$704,000. The Skatepark project is funded by CSA#1. This budget request will increase the Capital Improvement Projects budget, 190-18-725-52011, by \$14,000, and will increase the Capital Improvement Transfers In budget, 190-18-725-18100, by \$14,000. This budget transfer request will reduce the CSA#1 Contingency budget, 160-10-225-91010, from \$66,500 to \$52,500, and will increase the CSA#1 Transfers Out budget, 160-10-225-60100, by \$14,000.

## **Fiscal Impact:**

There is no impact to the General Fund.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 15, 2018

**Departments: CDD**

**TIME REQUIRED**

**SUBJECT** Proposed Ordinance adding Mono County Code 5.65 to the Mono County Code regulating short-term rentals in residential areas

**PERSONS APPEARING BEFORE THE BOARD**

### AGENDA DESCRIPTION:

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

Proposed ordinance adding Chapter 5.65 to the Mono County Code regulating short-term rentals in residential areas. As proposed, Chapter 5.65 would establish a permitting process for short-term rentals in residential areas within the unincorporated county and includes application and review requirements, enforcement provisions, operational requirements and conditions, and a limit on the number of owner-occupied (Type I) rentals in the Clark Tract in June Lake.

### RECOMMENDED ACTION:

Adopt proposed ordinance No. ORD18-\_\_\_, An Ordinance of the Mono County Board of Supervisors Adding Chapter 5.65 to the Mono County Code Pertaining to the Local Regulation and Permitting of Short-Term Rentals in Residential Areas Within the Unincorporated Area of the County. Approve and direct staff to file a notice of determination for the proposed Addendum under the California Environmental Quality Act for the ordinance.

### FISCAL IMPACT:

Minimal - permit fees are charged for processing permits and business licenses, an increase in the number of permits will increase transient occupancy tax (TOT) revenue.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 7609241814 / wsugimura@mono.ca.gov

### SEND COPIES TO:

Wendy Sugimura

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">staff report</a>
<a href="#">Ordinance for MCC 5.65</a>

[ORD Attachment 1](#)

[CEQA Addendum](#)

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### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/10/2018 10:48 AM	County Administrative Office	Yes
5/10/2018 5:29 PM	County Counsel	Yes
5/9/2018 4:24 AM	Finance	Yes

# Mono County Community Development Department

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P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

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

May 8, 2018

**To:** The Honorable Board of Supervisors

**From:** Wendy Sugimura, Interim Director

**Re:** Proposed Ordinance Adding Chapter 5.65 to the Mono County Code Regulating Short-Term Rentals in Residential Areas

## **RECOMMENDATION**

Adopt proposed ordinance No. ORD18-\_\_\_, An Ordinance of the Mono County Board of Supervisors Adding Chapter 5.65 to the Mono County Code Pertaining to the Local Regulation and Permitting of Short-Term Rentals in Residential Areas Within the Unincorporated Area of the County. Direct staff to file a notice of determination for the prepared Addendum under the California Environmental Quality Act for the ordinance.

## **FISCAL IMPACT**

Minimal - permit fees are charged for processing permits and business licenses, an increase in the number of permits will increase TOT revenue.

## **DESCRIPTION**

The proposed ordinance adding Chapter 5.65 to the Mono County code came before the Board on May 8, 2018, at which time final input from staff was given and an opportunity for public input was available. Today the Chapter is presented for final adoption.

This proposed Chapter, which will reside in Mono County Code, is the companion piece to Chapter 25 of the General Plan and establishes the operational (i.e., non-land use) regulations for short-term rentals in residential areas and the discretionary criteria for obtaining a Short-Term Rental Activity Permit.

Please contact Wendy Sugimura at 760-924-1814 with questions.

## **ATTACHMENTS**

1. Ordinance with attachments: Chapter 5.65 and CEQA addendum



**ORDINANCE NO. ORD18-\_\_**

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS  
ADDING CHAPTER 5.65 TO THE MONO COUNTY CODE PERTAINING TO THE LOCAL  
REGULATION AND PERMITTING OF SHORT-TERM RENTALS IN RESIDENTIAL AREAS  
WITHIN THE UNINCORPORATED AREA OF THE COUNTY**

**WHEREAS**, the June Lake community has consistently raised significant concerns over short-term rentals in residential areas for several years and through several controversial permit applications, and therefore an update to the June Lake Area Plan policies was initiated to identify solutions; and

**WHEREAS**, from December 2017 through December 2018 the June Lake Citizens Advisory Committee (CAC) developed, stewarded, and participated in an intensive public engagement process to articulate neighborhood character, the positive and negative impacts of short-term rentals, and potential solutions, and over 50 hours of public meetings, supported by over 300 hours of staff time, were held; and

**WHEREAS**, the June Lake CAC made a recommendation to the Planning Commission regarding a General Plan Amendment (GPA) requiring compliance with regulations under a permit issued pursuant to Chapter 5.65, which the Planning Commission recommended for Board of Supervisors approval; and

**WHEREAS**, the GPA, adopted by the Board on May 1, 2018, identified neighborhoods where short-term rentals may be permitted subject to subsequent discretionary approval and where they are prohibited, established a set of policies for increased regulation, accountability and enforcement, and modified the permit process such that approvals are specific to an owner and non-transferrable if a property sells; and

**WHEREAS**, the regulations set forth in Mono County Code Chapter 5.65 are necessary to ensure the operation of short-term rentals in residential areas in a way that reduces and prevents negative impacts to communities, and ensures responsible management; and

**WHEREAS**, an addendum to the 2015 RTP/General Plan Update (GPU) Environmental Impact Report (EIR) has been prepared for the new Mono County Code Chapter 5.65 for short-term rental policies and regulations; and

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO  
FINDS AND ORDAINS THAT:**

**SECTION ONE:** Chapter 5.65, which is incorporated herein as Attachment "A" which pertains to the local regulation and permitting of short-term rentals in residential areas within the unincorporated area of the County, is hereby added to the Mono County Code.



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**SECTION TWO:** The addendum to the 2015 RTP/GPU EIR for this Ordinance is in compliance with CEQA.

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

**PASSED AND ADOPTED** this 15<sup>st</sup> day of May 2018, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
 Bob Gardner, Chair  
 Mono County Board of Supervisors

Attest:  
 \_\_\_\_\_  
 Clerk of the Board

Approved as to form:  
 \_\_\_\_\_  
 County Counsel

## Chapter 5.65

### SHORT-TERM RENTALS IN RESIDENTIAL AREAS

#### Sections:

- 5.65.010 – Purpose**
- 5.65.020 – Applicability**
- 5.65.030 – Definitions**
- 5.65.040 – Permits Required**
- 5.65.050 – Limitations on Number of Permits**
- 5.65.060 – Short-Term Rental Activity Permit Nontransferable**
- 5.65.070 – Short-Term Rental Activity Permit Application Process**
- 5.65.080 – Review of Applications and Noticed Public Hearing**
- 5.65.090 – Renewal/modification process**
- 5.65.100 – Fees**
- 5.65.110 – Short-Term Rental Standards and Requirements**
- 5.65.120 – Rental Agreement and Owner Responsibility**
- 5.65.130 – Suspension or revocation of Short-Term Rental Activity Permit**
- 5.65.140 – Procedure for Suspension or Revocation**
- 5.65.150 – Service Requirements**
- 5.65.160 – Enforcement**
- 5.65.170 – Existing and Otherwise Permitted Rentals**
- 5.65.180 – Severability**

#### **5.65.010 Purpose.**

This Chapter provides regulations for the local permitting of short-term rentals under specified conditions within the following residential land use designations when authorized by a land use permit issued pursuant to Chapter 25 of the Mono County General Plan Land Use Element: single-family residential (SFR), estate residential (ER), rural residential (RR), multi-family residential low (MFR-L), and rural mobile home (RMH).

#### **5.65.020 Applicability.**

This Chapter applies to any person renting, intending to rent or advertising for rent, on a short-term basis, a residential structure, that is not a condominium, within the unincorporated area of the County and within the following residential land use designations: SFR, ER, RR, MFR-L or RMH.

#### **5.65.030 Definitions.**

The definitions in the Mono County General Plan, including but not limited to, those contained in Chapter 2, shall apply to this Chapter, in addition to the following definitions:

1. “Application” means the form(s) provided by Mono County in accordance with this

Chapter for the purpose of seeking a Short-Term Rental Activity permit.

2. “Approval Authority” means the Mono County Board of Supervisors or its authorized designee.
3. “Department” means the Mono County Community Development Department.
4. “Director” means the Director of the Mono County Community Development Department or an authorized representative.
5. “Hearing Officer” means a person appointed by the Approving Authority to conduct an administrative hearing under this Chapter. The appointed Hearing Officer shall be an impartial decision-maker selected by a process that eliminates risk of bias, such as:
  - a) An administrative law judge provided by the State of California Office of Administrative Hearings to function as the County Hearing Officer pursuant to Chapter 14 of Part 3 of Division 2 of Title 3 of the California Government Code;
  - b) A person selected randomly from a panel of attorneys willing to serve as a Hearing Officer;
  - c) An independent contractor assigned by an organization or entity which provides hearing officers; or
  - d) Such other person determined by the Approving Authority to be capable of serving as an impartial decision-maker.
6. “Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.
7. “Property owner” or “owner” means the individual, group of individuals or entity who is the record owner of the property or premises where short-term rentals are located or are proposed to be located.
8. “Short-Term Rental(s)” means any structure, or portion of structure, which is occupied, or intended or designed for occupancy, on a short-term basis for purposes of sleeping, lodging or similar reasons. “Short-term” means occupancy by persons other than the owner, whether by agreement, concession, permit, right of access, license, contract, payment of rent or otherwise, for a period of 30 or fewer consecutive calendar days. See the Mono County General Plan Land Use Element, Chapter 2, Section 02.1035.

#### **5.65.040 Permits required.**

Short-term rentals shall not be allowed in the unincorporated area of Mono County without first securing all permits, licenses and other entitlements required by the Mono County General Plan, the Mono County Code (MCC) and any applicable area plans and specific plans.

- A. It is unlawful for any person to conduct, engage in, or allow to be conducted or engaged in, short-term rentals in SFR, ER, RR, MFR-L or RMH land use designations in the unincorporated portion of Mono County, unless the County has issued such person a Short-Term Rental (STR) Activity Permit under this Chapter and the permit is in effect. The fact that an owner possesses other types of state or County licenses or permits shall not exempt the owner from obtaining an STR Activity Permit under this Chapter, nor shall the terms and conditions of any other such permit or license modify the requirements of a permit granted under this Chapter.
- B. An STR Activity Permit pursuant to this Chapter shall be required for all short-term rentals in the following residential land use designations: SFR, ER, RR, MFR-L and RMH . Non-residential designations and MFR-H are regulated by their land use designation and the General Plan Land Use Element (including, but not limited to, Chapter 26).
- C. Only the property owner is eligible to apply for, and be issued, an STR Activity Permit, and the owner shall be directly responsible for the management of the unit.
- D. STR Activity Permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part. In other words, an STR Activity Permit shall not be approved if a person with an ownership interest in the property, whether in whole or in part, has an existing STR Activity Permit on another property within Mono County.
- E. STR Activity Permits are prohibited as follows in the community of June Lake: all Type II rentals, all rental types in the Williams Tract and Petersen Tract, and Type III rentals in South Highway 158. (See General Plan Maps in the Land Use Element for definitions of the neighborhood areas.)
- F. A use permit shall be required for all short-term rentals in the following residential land use designations: SFR, ER, RR, MFR-L and RMH. The application for a use permit, and for amendments thereto and extensions thereof, shall be processed in accordance with Chapter 25 of the Mono County General Plan Land Use Element. The Planning Commission is the governing body authorized to consider and approve a use permit for short-term rentals and to consider extensions of and amendments to such use permits. Appeals from the decision of the Planning Commission are set forth in Chapter 47 of the Mono County General Plan Land Use Element.
- G. Applications for an STR Activity Permit under this Chapter and a use permit or other land use entitlement for the same subject property may be submitted simultaneously,

however no permit shall be issued under this Chapter unless and until the corresponding land use entitlement has been approved.

- H. All short-term rental property owners must obtain a valid business license pursuant to Chapter 5.04.
- I. All owners shall be responsible for obtaining a transient occupancy tax certificate and for complying with Chapter 3.28 “Transient Occupancy Tax”. An owner may contract with a management company or property manager to collect, disburse, report, and maintain all records related to transient occupancy tax, but the owner remains responsible for any failure to collect, disburse, or accurately report such tax.
- J. All owners shall conduct short-term rentals in compliance with all required County permits, licenses, and regulations. The owner shall be responsible for the payment of all required inspection fees, permit fees, and taxes.

**5.65.050      Limitations on number of permits.**

- A. The number of Type I STR Activity Permits issued by the County under this Chapter in the upper Clark Tract of June Lake (excluding Nevada Street/Silver Meadow) shall not exceed eight parcels total (3% of existing parcels), including existing Transient Rental Overlay Districts (TRODs).
- B. The Mono County Board of Supervisors, in its discretion, may at any time, determine by resolution, that the number of STR Activity Permits should stay the same, be reduced, or be expanded in any area within the unincorporated portion of the County in order to protect neighborhood character and reduce adverse impacts. In no case shall the number of STR Activity Permits issued exceed the number of rentals authorized by General Plan policies and regulations. STR Activity Permits shall be issued on a first-come, first-served basis within the established caps or limits.
- C. This section is only intended to create a maximum number of STR Activity Permits that may be issued within the County. Nothing in this Chapter creates a mandate that the County must issue any or all of the permits allowed under this Chapter if it is determined that it is in the best interest of the County to issue less than the maximum number, or if the owners or the property do not meet the standards which are established in the application requirements.

**5.65.060      Short-Term Rental Activity Permit nontransferable.**

An STR Activity Permit does not create any property interest in the property owner, is not transferable, and automatically terminates upon the transfer or upon revocation of any corresponding Use Permit.

## **5.65.070 Application Process**

- A. Applications for an STR Activity Permit may be obtained at the Mono County Community Development Department. Completed applications shall be submitted to the Department and owners for short-term rentals in the upper Clark Tract should request a date-stamped receipt.
- B. An applicant for an STR Activity Permit must be the owner of record of the subject property.
- C. In all cases, the application for an STR Activity Permit shall contain, without limitation, the following information, attestations and confirmations:
  - 1. The full name and contact information for all property owners. If the owner is a business entity or any form of legal entity, information regarding the entity, including but not limited to, a list of owners including shareholders or persons with ownership interest in the entity, its legal status, and proof of registration with the Secretary of State, as applicable.
  - 2. Verification that the rental unit is located on a property with the appropriate land use approvals or, if the approvals are being sought simultaneously, a statement so indicating;
  - 3. The rental unit complies with all requirements of this Chapter, including but not limited to section 5.65.110, and the Mono County General Plan. Verification of compliance with such requirements shall be the responsibility of the owner. The owner shall certify in writing, under penalty of perjury, the rental unit's conformance to such standards;
  - 4. Contact information for any management company or property manager responsible for the rental unit who will be available on a 24-hour basis to address any problems that may be associated with the property. For Type I rentals, the property owner may serve as the property manager, or may hire a duly-licensed property manager. For non-owner occupied rentals, a separate duly-licensed management company or property manager shall be required. A property manager or company that is duly licensed shall maintain a California real estate license and certified property manager credentials. The owner shall immediately notify the Community Development Department of any changes to management contact information;
  - 5. The owner has obtained, or is in the process of obtaining, a Mono County business license;
  - 6. The owner has obtained, or is in the process of obtaining, a Mono County Transient Occupancy Tax Certificate from the Department of Finance; and.
  - 7. All required fees have been paid in full.

**5.65.080 Review of applications and noticed public hearing.**

- A. All completed applications for an STR Activity Permit shall be reviewed and processed for approval. This includes review by all departments having regulatory or enforcement authority over the proposed short-term rental. If the Director of the Mono County Community Development Department (Director) or any other department having regulatory or enforcement authority, determines at any time during this review and processing period that additional information or materials are required, then he or she shall send notice to the owner pursuant to section 5.65.150 of the required/missing items or information and the property owner must provide the requested items or information before processing resumes. If any application is inactive for six months, it shall be deemed expired.
- B. Upon completion of staff review, internal processing, and approval of the associated use permit, the Director shall set the matter for decision by the Approval Authority at a duly noticed public hearing during which the Approval Authority shall receive and consider the input and recommendations of staff, the owner and any interested persons. For purposes of this hearing, notice shall be given to any persons requesting such notice by mail or electronic mail and published in a newspaper of general circulation 10 days in advance.
  1. If a property for which an STR Activity Permit has been issued under this Chapter changes ownership, the new owner may apply for a new STR Activity Permit under the existing use permit approval. The new STR Activity Permit shall be evaluated and considered at the duly-noticed public hearing described in this section.
- C. Following the noticed public hearing to consider the approval of an STR Activity Permit, the Approval Authority may issue the STR Activity Permit if:
  1. The short-term rental, as proposed, will comply with the requirements of state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.
  2. The property has all necessary land use entitlements as required by the Mono County General Plan.
  3. The owner has demonstrated to the satisfaction of the Approval Authority the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.
  4. The Approval Authority determines that issuance of the permit is in the best interests of the community, the County and the citizens of and visitors to Mono County based on the following factors:

- a. Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed short-term rental;
- b. Whether the property owner has demonstrated to the satisfaction of the Approval Authority the ability and capacity to manage the short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties, and be responsive to community concerns and complaints; and
- c. The potential for the short-term rental to impact other community needs and issues, such as the availability of workforce housing units.

D. The Approval Authority shall deny an application that meets any of the following criteria:

1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous STR Activity Permit issued under this Chapter involving the same owner or any person having partial ownership as described in subsection 5.65.070 (C)(1), has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short term rentals in violation of State or local law within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
4. A person with an ownership interest in the property, as described in subsection 5.65.070 (C)(1), has an existing STR Activity Permit on another property within Mono County

E. If the Approval Authority denies the application, it shall specify the reasons for the denial on the record or by a subsequently issued written decision, which written decision shall be sent to the owner in accordance with section 5.65.150 and applicable law.

F. An STR Activity Permit issued under this Chapter is an annual permit and shall expire on August 31<sup>st</sup> of each year (unless renewed or revoked in accordance with this Chapter). Permits granted within three (3) months prior to the expiration date shall skip the first renewal cycle and instead shall expire on August 31<sup>st</sup> of the following year.



**5.65.090 Renewal/modification process.**

- A. An STR Activity Permit may be renewed and/or modified in accordance with this section.
- B. An application for renewal and/or modification shall be filed with the Mono County Community Development Department (Department), on the form(s) and in the manner prescribed by the Department, at least thirty (30) calendar days before expiration of the permit, accompanied by the required renewal/modification fee. If any of the documentation and information supplied by the property owner pursuant to Section 5.65.070 has changed since the grant of the permit, the owner shall submit updated information and documentation with the application for renewal and shall provide such other information as the Director of the Mono County Community Development Department (Director) may require. If the owner fails to submit the renewal application and all associated fees thirty (30) days before August 31<sup>st</sup>, the STR Activity Permit may not be timely renewed and operations shall be suspended unless/until the renewal is approved.
- C. If the renewal/modification application is incomplete, or if the Director determines that additional information is required, the Director will send notice to the owner in accordance with section 5.65.150 listing the items or information to be provided. The owner shall have fifteen (15) business days from the postmark or, if the applicant consents to email notice, email date of the notice to submit the listed items. If the owner fails to timely provide the items or information listed in a notice, then the renewal application will be denied as incomplete.
- D. Upon the timely filing of a renewal/modification application and timely provision of any missing or supplemental information under subsection C, short-term rentals under the existing permit may continue until the Director has made a final determination on the application, unless the permit is otherwise revoked or suspended pursuant to this chapter.
- E. A permit shall be renewed/modified by the Director upon determination that the short-term rental meets the standards for grant of the application under sections 5.65.070 and 5.65.080 and none of the conditions for denial set forth below are present.
- F. Grounds for denial:
  - 1. The permittee or short-term rental fails to conform to the criteria set forth in this Chapter;
  - 2. The permittee is delinquent in payment of applicable County taxes or fees or charge; or
  - 3. The permit is suspended or revoked or there is an enforcement proceeding pending at the time of the application.

- G. The Director shall specify in writing the reason(s) for any denial of the renewal/modification and shall send the written decision to the permittee in accordance with section 5.65.150 with an explanation that the decision shall become final in ten (10) calendar days of the postmark or, if the applicant consents to email notice, email date of the decision, unless the owner submits a completed appeal form to the Department requesting a hearing. The appeal form may be obtained from the Mono County Community Development Department office. Failure to submit a written request for an appeal hearing within ten calendar (10) days of postmark or, if the applicant consents to email notice, email date of the notice of denial of the renewal/modification shall constitute a waiver of the right to appeal and a failure to exhaust administrative remedies.
- H. Upon timely receipt of a written request for an appeal hearing, the Director shall set the matter for hearing before the Approval Authority. The determination of the Director shall be stayed pending appeal, unless the violation poses an immediate threat to public health and safety, as determined by the Director and stated in the written denial.
- I. If a renewal/modification application is denied, an owner may file a new application pursuant to this Chapter.

**5.65.100 Fees.**

The filing of an application for an STR Activity Permit, for renewal of an STR Activity Permit, or a written request for an appeal hearing shall be accompanied by payment of such fees as the Board of Supervisors may establish to recover the cost of administration of this Chapter. Property owners are responsible for the costs of inspections, investigations, and any other fee-associated activity established pursuant to this Chapter.

**5.65.110 Short-Term Rental (STR) standards and requirements.**

Throughout the term of STR Activity Permit, each permittee shall comply with this Chapter and all other applicable County regulations, including but not limited to, the following:

- A. Health and Safety Standards.
  - 1. The address of the rental unit must be unobstructed at all times and clearly visible by passersby;
  - 2. Carbon monoxide and smoke detectors must be installed and maintained in good operating condition in each bedroom, sleeping area, or any room or space that could reasonably be used as a sleeping area, and at a point centrally located in the corridor or area giving access to each separate sleeping room;
  - 3. All stairs, decks, guards, and handrails shall be stable and structurally sound;

4. The rental unit shall be equipped with a minimum of one 2A:10B:C type fire extinguisher with no more than 75 feet of travel distance to all portions of the structure; there shall be no fewer than one such extinguisher per floor. Fire extinguishers shall be mounted in visible locations with the tops of the fire extinguishers mounted between 3 and 5 feet above the floor and shall be accessible to occupants at all times. California State Fire Marshal annual certification tags must be provided and be current on all extinguishers;
5. If there is a fireplace or solid-fuel barbecue, the rental unit shall be equipped with a minimum five-gallon metal container with a tight-fitting lid for ash removal. This container shall be clearly labeled and constructed to meet the purpose of containing ash. Instructions on the proper disposal of ash shall be stated in the rental agreement and clearly posted in the rental unit. The ash container shall not be placed on or near any furniture or other combustible material; ashes must be wet down thoroughly with water; the ash can must be stored outdoors with a minimum of three feet clearance from building, porch, trees, and other combustible materials; the lid must remain on the ash container when in use;
6. Wall or baseboard heaters in the rental unit shall be in good working condition, and instructions on the proper use of these units shall be clearly stated in the rental agreement and posted in the rental unit;
7. Furniture and any other material that may be flammable shall be kept a minimum of 54 inches from any fireplace opening and 30 inches from any wall or floor heaters;
8. Flammable or hazardous liquid or materials, firearms, controlled substances, or any unlawful material shall not be stored in the rental unit or any attached structure;
9. The roof and grounds of the transient rental property shall be kept clear of accumulations of pine needles, weeds, and other combustible materials;
10. Any locking mechanism on exterior doors must be operable from inside the unit without the use of a key or any special knowledge. If the dwelling unit is greater than 3,000 square feet in area, two exit doors shall be required, each of which shall conform to this requirement;
11. All fixtures, appliances, furnaces, water heaters, space heaters, plumbing, wiring, electrical, propane or gas connections, doors, windows, lighting, and all parts of the structure and furnishings (interior and exterior) must be in operable working condition and repair;
12. Landline telephone service is required. A telephone shall be connected to the local carrier and in working condition for use in the event of an emergency or to contact the owner or property manager. The phone shall be connected to the reverse 911 directory. The rental agreement shall disclose limitations to cell phone coverage and service providers;

13. Bedroom windows shall be operable and free of obstructions to allow for emergency escape and rescue;
14. There shall be at least one screened window per bedroom to allow for proper ventilation;
15. All utilities (electric, gas, water, sewage, etc.) shall be connected, in good operating condition, and connected to approved sources.;
16. Any hot tubs, pools, and spas shall be fenced or equipped with a cover with locking mechanisms, and shall be maintained in a safe and sanitary condition;
17. There shall be no evidence of pest infestations, and all firewood and other stored items shall be kept in a neat and clean condition;
18. Exits shall be kept free from storage items, debris or any impediments at all times;
19. No tree limbs are allowed within 10 feet of any chimney or flue openings;
20. Spark arresters of a minimum opening size of 3/8-inch and a maximum opening size of 1/2-inch shall be required on all fireplace flue openings; and
21. If any applicable law, rule, or regulation imposes requirements more stringent than those set forth herein, such requirements shall apply.

B. Sign, Notification and Advertising Requirements.

1. Exterior Sign and Notice. Each rental unit shall be equipped with one temporary exterior identification sign not to exceed 8 ½ x 11 inches in size that shall be posted as long as the unit is being rented on a transient basis. This identification sign shall be placed in a location that is clearly visible from the front entrance of the unit, and may be illuminated in a manner that does not conflict with any County exterior lighting standards or signage standards. This sign shall clearly state the following information in lettering of sufficient size to be easily read:
  - a. The name of the managing agency, agent, property manager or owner of the unit and the telephone number where said person or persons can be reached on a 24-hour basis;
  - b. The maximum number of occupants permitted to stay in the unit; and
  - c. The maximum number of vehicles allowed to be parked on the property. A diagram fixing the designated parking location shall be included.

2. Interior Notice. Each rental unit shall have a clearly visible and legible notice posted within the unit adjacent to the front door that shall contain the same information set forth above, and shall additionally include the following:
    - a. Notification and instructions about the proper disposal of trash and refuse, including any bear-safe disposal requirements;
    - b. Notification and instructions concerning the proper use of any appliances, fireplaces, heaters, spas, or any other fixture or feature within the unit;
    - c. Notification that failure to conform to the parking, trash disposal and occupancy requirements for the rental unit shall be a violation of this Chapter and may result in immediate removal from the premises and administrative, civil or criminal penalty;
    - d. Notification that any violation of rules or regulations set forth in the Rental Agreement may be a violation of this Chapter and may result in immediate removal from the premises and administrative, civil or criminal penalty;
    - e. Physical street address of the unit and emergency contact information consisting of 911, the property manager's phone number, and contact information of the local fire department and the Mono County Sheriff's Department; and
    - f. An evacuation plan and a statement regarding respect for adjacent property owner's rights, neighborhood character, and trespassing concerns.
  3. The STR Activity Permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
  4. Any form of advertising for an unpermitted short-term rental unit is prohibited.
- C. Occupancy. The maximum number of persons who may occupy the property as transient renters or their overnight guests shall be limited to two persons (2) per bedroom plus two additional persons. In no event shall the maximum occupancy exceed 10 persons in any rental unit unless the unit is certified and approved by the Mono County Building Official as meeting all applicable building standards for such occupancy. Additionally, occupancy may be further restricted by the limitation of the septic system serving the dwelling as determined by Mono County Environmental Health.
- D. Parking. Parking requirements shall be based on the parking requirements set forth in the Mono County General Plan, and the number of vehicles shall not exceed the number of

parking spaces. Parking requirements for the rental unit shall be noticed in the rental agreement and posted on and in the unit. There shall be no off-site or on-street parking allowed, and parking on property owned by other persons shall be considered a trespass. A violation of this section may subject any person to administrative, civil and criminal penalty, including fines and towing of any vehicle, as authorized by state and local law.

- E. **Trash and Solid Waste Removal.** A sufficient number of trash receptacles shall be available. Trash and other solid waste shall not be allowed to accumulate in or around the property and shall be removed promptly to a designated landfill, transfer station or other designated site. For purposes of this paragraph, promptly shall mean at least one time per week during any week that the unit is occupied, regardless of the number of days it is occupied. Any trash receptacles located outside a unit shall be in bear-proof containers (in areas with bears) and comply with County standards. Trash removal requirements for each rental unit shall be included in the rental agreement and posted on and in the property. Property management shall be responsible for the cleanup if the tenants do not properly dispose of trash in bear-proof containers.
- F. **Snow Removal.** The property owner or manager shall ensure that snow removal from driveways, walkways, stairs, decks, and all exits and entrances shall be performed prior to each occupancy period, and during any occupancy period as needed to maintain the functionality of these areas. Snow removal from driveways, pathways, exits and entrances, and removal of snow, ice, and ice dams from roofs, decks, and stairs shall be performed in a timely manner as necessary to protect any person who may be using or visiting the rental unit.
- G. **Other Requirements.** In addition to the foregoing, the following requirements shall be met:
  - 1. Except for short-term rentals operating north of Mountian Gate, exterior lighting fixtures shall comply with Chapter 23 – Dark Sky Regulations, which shall require existing fixtures to be replaced or retrofitted, if necessary, to comply;
  - 2. Owner or property manager must be able to respond within a reasonable timeframe, preferably within an hour;
  - 3. Quiet hours from 10 pm to 7 am, and outdoor amplified sound is prohibited at all times;
  - 4. If applicable, the owner shall notify lender of change in use to short-term rental and provide verification to County upon request; and
  - 5. A “hideaway” key or other access shall be available at all times in the event a guest is locked out. All guests shall be made aware of any such key or alternative access.

**5.65.120 Rental agreement and owner responsibility.**

A. Rental Agreement. The temporary rental or use of each rental unit shall be made pursuant to a rental agreement. The rental agreement shall include, as attachments, a copy of this Chapter and the STR Activity Permit for the unit. Each rental agreement shall contain all required notices and shall specify the number of persons who may occupy the unit, parking requirements and number of allowed vehicles, trash disposal requirements, and include the telephone number of the person or persons to be notified in the event of any problem that arises with the rental. The agreement shall include the phone number, address, and contact information for management person/entity, and any other information required by the County. The rental agreement shall notify the renters that they may be financially responsible and personally liable for any damage or loss that occurs as a result of their use of the unit, including the use by any guest or invitee. The owner, managing agency and/or property manager shall keep a list of the names and contact information of the adult guests staying in the unit.

1. Within the Clark Tract in June Lake, to ensure prepared visitors, the following must be disclosed in advertisements and the rental agreement: a description of rough road conditions; and the potential need for chains in winter conditions. Contact information for the manager/owner if road assistance is needed shall be included in the rental agreement.

B. Owner Responsibility:

1. The owner shall be responsible for compliance with all applicable codes regarding fire, building and safety, health and safety, other relevant laws, and the provisions of this Chapter.
2. An owner, managing agency, and/or property manager shall be personally available by telephone on a 24-hour basis to respond to calls regarding the conditions and/or operation of the unit. Failure to timely respond in an appropriate manner may result in revocation of the STR Activity Permit and business license.
3. The owner shall require, as a term of a written agreement with a management company or agent, that said agent comply with this Chapter. The owner shall identify the management company or agent, including all contact and license information in the application for an STR Activity Permit, and shall keep this information current. Such agreement shall not relieve owner of the obligation to comply with this Chapter.
4. The owner shall maintain property insurance coverage specific to short-term rentals that covers, but is not limited to, fire and liability, including injury and damage to hosts, guests, and others, in an appropriate amount and shall provide proof of such insurance to County upon reasonable request. Additionally, the owner shall defend, indemnify, and hold the County harmless from any and all claims, judgments, liabilities, or other costs associated with the property or the rental unit, or the rental thereof.

5. The owner, managing agency, property manager and guest shall comply with all lawful direction from any law enforcement officer, fire official, building official, or code compliance officer.
6. The owner shall be responsible for assuring that the occupants and/or guests of the rental property do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any law. If an owner, managing agency and/or property manager, or other agent of the owner is informed about any violation of this Chapter, the owner, managing agency and/or property manager, or owner's agent shall promptly take action and use best efforts to stop or prevent a recurrence of such conduct, including, when appropriate, calling law enforcement.

**5.65.130 Suspension or revocation of Short-Term Rental Activity Permit.**

Any of the following shall be grounds for suspension or revocation of an STR Activity Permit, following the procedures in section 5.65.140 of this Chapter.

- A. Failure to comply with one or more of the terms and conditions of the STR Activity Permit, this Chapter, the Mono County General Plan or any other applicable law or regulation.
- B. The STR Activity Permit was granted on the basis of false material information, written or oral, given willfully or negligently by the owner.
- C. Any revocation of the conditional use permit issued under the Mono County General Plan.
- D. Failure to pay applicable state or County taxes or fees related to the short-term rental.
- E. Conduct of the short-term rental in a manner that constitutes a nuisance, where the permittee has failed to comply with reasonable conditions to abate the nuisance as directed by the County.

**5.65.140 Procedure for suspension or revocation.**

- A. If the Director determines that grounds for suspension or revocation of the STR Activity Permit exist, he or she shall issue a written Notice of Intention to suspend or revoke the permit, as applicable. The Notice of Intention shall be served in accordance with section 5.65.150 on the property owner, as reported on the permit. The Notice of Intention shall describe the property, the intention to revoke or suspend the permit, the grounds for suspension or revocation, the action necessary to correct or abate the violation and a reasonable time limit for compliance.
- B. If the violation has not been corrected within the period specified in the Notice of Intention, the Director may issue a Notice of Suspension or Revocation, as applicable. The Notice of Suspension or Revocation shall be served in the same manner and upon the



same persons as described above for service of the Notice of Intention and shall be effective ten (10) calendar days from the date it is postmarked or , if the owner has consented in the permit application to email notice, emailed, unless a request for hearing is submitted as described in subsection C.

- C. The owner shall have ten (10) calendar days from postmark or, if the applicant consents to email notice, email date of the Notice of Revocation or Suspension to submit a completed appeal form to the Department requesting a hearing. The appeal form may be obtained from the Mono County Community Development Department office or online. Failure to submit the requisite form within 10 calendar days of postmark or email date, if consent to email notice was given in the application, of the Notice of Revocation or Suspension, shall be deemed a waiver of the right to challenge the suspension or revocation and a failure to exhaust administrative remedies.
- D. Upon receipt of a timely written request for a hearing, the Director shall set a date for a hearing to be held as soon as reasonably practicable before the Approval Authority or a Hearing Officer designated by the Board (“hearing body”). Notice of the hearing, including the time, date, and location of the hearing, shall be served in the same manner and upon the same persons as described above for service of the Notice of Intention. The revocation or suspension shall be stayed until the hearing body decision is final.
- E. Hearing Procedures:
  - 1. The hearing body is authorized to conduct hearings, issue subpoenas, receive evidence, administer oaths, rule on questions of law and the admissibility of evidence, prepare a record of the proceedings, and render decisions on the suspension or revocation of the STR Activity Permit.
  - 2. In any proceeding before a hearing body, oral testimony offered as evidence shall be taken only on oath or affirmation, and the Hearing Officer, his/her clerk, or other designee shall have the power to administer oaths and affirmations and to certify to official acts.
  - 3. All parties to the hearing shall have the opportunity to testify, introduce exhibits, call and examine witnesses, and cross examine opposing witnesses on any matter relevant to the issues.
  - 4. The hearing body may postpone the hearing date upon good cause shown, continue the hearing during the course of the hearing, and make such other procedural orders and rulings as he or she deems appropriate during the course of the hearing.
  - 5. The hearing shall follow the procedures set forth in subsections 1.12.050 (E) -(L) of the Mono County Code, except that the Notice of Intention issued under this Chapter shall be treated as the Notice of Violation under those subsections and the Notice of Suspension or Revocation issued under this Chapter shall be treated as the Administrative Citation.

6. Within thirty (30) calendar days after the close of the hearing, the hearing body shall issue a written decision, including a statement of the basis for the decision. The hearing body's written decision shall constitute the final administrative decision of the County.
7. If neither the owner, nor their authorized representatives, appear at the noticed hearing, such failure to appear shall constitute an abandonment of the hearing request and a failure to exhaust administrative remedies.

**5.65.150 Service requirements.**

Wherever this Chapter requires the County to serve notice on a property owner, such notice shall be given in writing, and shall be delivered either by personal delivery, electronic mail (email) if the applicant consents to receipt of email notice in the application, or by certified U.S. mail. In addition, any such notice may be posted at the physical address of the premises on the date of personal delivery, mailing, or emailing of notice. Service shall be deemed complete upon mailing or emailing.

**5.65.160 Enforcement.**

The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

- A. Any violation of this Chapter, the Mono County General Plan, use permit or state law or regulation may be enforced through administrative citation and penalty as provided in Chapter 1.12 of the Mono County Code except that the amount of the administrative penalty shall be \$1,000 for the first violation and \$2,000 for a second or subsequent violation within three years.
- B. Any condition caused or allowed to exist in violation of any of the provisions of this Chapter, the Mono County General Plan, use permit, or applicable state law or regulation is a public nuisance which shall, at the discretion of the County, be subject to abatement or other relief pursuant to Chapter 7.20 of the Mono County Code.
- C. Each and every violation of this Chapter, the Mono County General Plan, or applicable state law or regulation shall constitute a separate violation per day and shall be subject to all remedies and enforcement measures authorized by the Mono County Code or otherwise authorized by law. Additionally, any violation shall be subject to injunctive relief, disgorgement to the County of any and all monies unlawfully obtained, costs of abatement, costs of restoration, costs of investigation, restitution, and any other relief or remedy available at law or in equity. The County, including the Office of the District Attorney and the Office of the County Counsel, may pursue any and all remedies and actions available and applicable under state and local laws for any violations.

**5.65.170 Existing and otherwise permitted rentals.**

Any lawful use of property as a short-term rental, or subsequently authorized, in a non-residential land use designation, or MFR-H, that permits such uses (or permits such uses subject to Use Permit or Director Review approval) shall be exempt from the provisions of this Chapter.

**5.65.180 Severability.**

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The Board of Supervisors hereby declares that it would have passed this Chapter and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections are held invalid.

**Mono County General Plan Land Use Amendment  
GENERAL PLAN EIR ADDENDUM#18-01B  
April 17, 2018**

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**INTRODUCTION AND DISCUSSION OF PROPOSED MODIFICATIONS**

Mono County is proposing to amend the Mono County General Plan Land Use Element to update policies and regulations pertaining to short-term rentals including countywide policies, June Lake Area Plan policies, revisions to certain residential land use designations to permit short-term rentals subject to a use permit and a Short-Term Rental Activity Permit that shall be set forth in Mono County Code Chapter 5.65, Chapter 2 – Definitions, Chapter 25 – Short-Term Rentals, and Chapter 26 – Transient Rental Standards & Enforcement. The proposed amendments include identification of June Lake neighborhoods where short-term rentals are allowable and prohibited; the addition of new policies and regulations governing short-term rental uses; a separation of the permitting process for short-term rentals located in certain residential land use designations versus transient rental uses in non-residential or Multi-Family High land use designations; defines a Type III permit that is non-owner occupied and subject to a Use Permit approved by the Planning Commission, followed by a Short-Term Rental Activity Permit pursuant to Mono County Code Chapter 5.65 and approved by the Board of Supervisors or designee; and the establishment of a second, required discretionary permit for short-term rentals in certain residential land use designations that is specific to the property owner and is non-transferrable.

The process to permit transient or nightly rentals in single-family residential areas continues to require two separate actions by the County, depending on whether the rental is a residential land use designation (SFR, ER, RR, MFR-L or RMH) or in a non-residential land use designation, including MFR-H, that permits such uses (or permits such uses subject to Use Permit or Director Review approval). Short-term rentals in residential land use designation require 1) an application to the County for a Use Permit for Type I or Type III rentals, or a General Plan Amendment for Type II rentals, and 2) an application to the County for a Short-Term Rental Activity Permit pursuant to Mono County Code Chapter 5.65. Short-term rentals in non-residential land use designations and MFR-H require 1) an application for a Use Permit or Director Review permit pursuant to permitted uses in the land use designation, and 2) compliance with a vacation home rental permit as set forth in Chapter 26, Transient Rental Standards and Enforcement. Approval of these actions would allow the rental of single-family home(s) on a transient or nightly basis, in accordance with the terms of the approvals.

**ENVIRONMENTAL REVIEW & CEQA PROVISIONS FOR PREPARATION OF AN ADDENDUM TO A FINAL EIR**

In 2015, Mono County certified an Environmental Impact Report (EIR) for the Regional Transportation Plan/General Plan Update (SCH #2014061029). The General Plan EIR analyzed the impacts of designating areas of the County as SFR, ER, RR, or RMH based on a “practical buildout” scenario that is based on a simplified analysis of selected known constraints (hazards, infrastructure and agricultural preservation), and concluded “no impact” on induced population growth in an area, either directly or indirectly (EIR §4.12(a)). As discussed below, an addendum to the General Plan EIR is the appropriate level of environmental review for the proposed amendments, because none of the conditions set forth in CEQA Guidelines section 15162 exist.

The California Environmental Quality Act (CEQA §15164[a]) states:

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

In turn, §15162 states that preparation of a subsequent EIR is required where one or more of the following occurs:

*"(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*

*(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*

*(2) Substantial changes occur with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*

*(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete shows any of the following:*

*(A) the project will have one or more significant effects not discussed in the previous EIR or negative declaration;*

*(B) significant effects previously examined will be substantially more severe than shown in the previous EIR;*

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

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

## **DISCUSSION OF IMPACTS**

The current General Plan contains an existing policy allowing for short-term rentals in specified residential land use designations (see Chapter 25) and provides for the regulation of these properties through Chapter 26, Transient Rental Standards & Enforcement. The proposed General Plan Amendment adds supporting policies both countywide and specific to June Lake to define the approach for regulating short-term rentals and specify neighborhoods in June Lake where these rentals are and are not acceptable. The policies further limit where short-term rentals may be established in June Lake by prohibiting the use in certain neighborhoods, and maintain the two-step approval process. Thus, the impact to the "practical buildout" or induced population growth is not impacted or, if anything, is decreased compared to the current language.

The rationale above concludes that General Plan Amendment 18-01B does not require major revisions to the General Plan EIR because it does not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects; there are no substantial changes with respect to the circumstances under which the project is undertaken; and there is no new information of substantial importance, which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete for the following reasons:

1. The short-term rental amendments will not have a significant effect on the environment nor increase the severity of previously identified significant effects. Transient rentals are

currently allowed in the existing 2015 General Plan through Chapter 25, and the 2015 RTP/GPU EIR concluded “no impact” for substantial induced population growth in an area, either directly or indirectly (see EIR §4.12(a)). The short-term rental amendments potentially reduce the intensity of existing policy by prohibiting short-term rentals in certain June Lake neighborhoods, and creating a new Type III rental that expires upon sale or transfer of the property, which may eventually result in the elimination of an approved rental. The other changes are related to the process, such as separate approval tracks for residential versus non-residential (and MFR-H) land use designations, and do not have environmental impacts.

2. The short-term rental amendments do not change the underlying property use. Single-family homes that are now used seasonally or periodically by the owner, or are rented on a long-term basis, will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full time residents or long-term renters. In addition, short-term/transient rentals will continue to be subject to compliance with regulations governing the management of these units stipulated in Mono County Code Chapter 5.65 (to be adopted concurrently) and Chapter 26. These existing regulations remain substantially the same as the currently adopted 2015 RTP/GPU (Chapter 26) and as analyzed in the EIR, and address aesthetics, noise, parking, utilities, or other similar issues. If anything, increased regulatory requirements further mitigate parking issues, light trespass, and noise issues. Accordingly, the impacts of the proposed project would not be increased beyond those analyzed in the 2015 RTP/GPU EIR.

## **CONCLUSION**

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

The information presented above indicates that the proposed General Plan Amendment 18-01B does not represent a substantive change to the number of significant effects, severity of effects, or the feasibility and or effectiveness of applicable mitigation measures or alternatives previously addressed in the 2015 RTP/GPU EIR. Therefore, a subsequent EIR is not required because none of the conditions set forth in CEQA Guidelines section 15162 exist for this project.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Applicaton for Alcoholic Beverage License

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Application for the Department of Alcoholic Beverage Control for alcoholic beverage license from Crowley Lake General Store.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Scheereen Dedman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">ABCApplication</a>

**History**

Time	Who	Approval
5/10/2018 11:46 AM	County Administrative Office	Yes
5/10/2018 1:09 PM	County Counsel	Yes
5/10/2018 11:30 AM	Finance	Yes

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

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

File Number: 593509
Receipt Number: 2497375
Geographical Code: 2600
Copies Mailed Date: May 1, 2018
Issued Date:

DISTRICT SERVING LOCATION: BAKERSFIELD
First Owner: HARRIS, GREGORY JOSEPH
Name of Business: CROWLEY LAKE GENERAL STORE
Location of Business: 474 S LANDING RD
CROWLEY LAKE, CA 93546
County: MONO
Is Premise inside city limits? No
Mailing Address: 222 PARSONS AVE
(If different from premises address) VENTURA, CA 93003



Census Tract 0001.0 OFFICE OF THE CLERK

Type of license(s): 41

Transferor's license/name: 514603 / HAAKANA, CLEOPATRA
STEPHANIE

Dropping Partner: Yes \_\_\_ No \_\_\_

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include On-Sale Beer And Wine fees and a Total of \$791.00.

Have you ever been convicted of a felony? No

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

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of MONO

Date: May 1, 2018

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

HARRIS, GREGORY JOSEPH

See 211 Signature Page

HARRIS, LORI L





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: Finance**

**TIME REQUIRED** 1 hour (30 minute presentation, 30 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher

**SUBJECT** Workshop - Building a Financially Resilient Mono County

**AGENDA DESCRIPTION:**

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

Presentation about Government Finance Officers' Association (GFOA) identification of eight essential characteristics of a financially resilient system and the building blocks of long-term financial planning, followed by a discussion on how this system might apply to Mono County.

**RECOMMENDED ACTION:**

Receive presentation. Discuss application to Mono County. Provide any desired direction to staff.

**FISCAL IMPACT:**

None at this time.

**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
<a href="#">Staff report - Financial Resilience</a>
<a href="#">Financial Resiliency presentation</a>
<a href="#">One page summary - building financial resiliency</a>

**History**

Time	Who	Approval
5/10/2018 10:34 AM	County Administrative Office	Yes

4/2/2018 10:11 AM

County Counsel

Yes

5/10/2018 4:29 PM

Finance

Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

---

*Stephanie M. Butters*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM*  
Director of Finance

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

**Date:** May 15, 2018  
**To:** Honorable Board of Supervisors  
**From:** Janet Dutcher, Finance Director  
**Subject:** Workshop – Building a Financially Resilient Mono County

**Recommended Action:** Receive presentation. Discuss application to Mono County. Provide any desired direction to staff.

**Discussion:**

In the field of public finance, we will face uncertainty. Fiscal challenges are sure to arise. The last recession taught us real-world lessons about solving a fiscal crisis. As expenditures outpace revenues, we deploy sustainable strategies such as:

- Deferring maintenance
- Spending down reserves
- Reducing services
- Furloughing employees
- Delaying capital replacement
- Skipping paying down liabilities

The leading public finance experts in our country including those with the Government Finance Officers' Association (GFOA) realize that a sustainable system functions so long as another fiscal crisis, like a severe economic downturn, does not cause a relapse. Consequently, the process of implementing those strategies noted above begins again. What government organizations need is a resilient system that survives and even thrives under adversity. A resilient system is one that continues to improve even during a recession.

Today's presentation will address the eight essential characteristics of a financially resilient system and then list the building blocks of long-term financial planning. Discussion will follow on how these principles and strategies might apply to building a financially resilient Mono County.

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

# BUILDING A FINANCIALLY RESILIENT MONO COUNTY

***2018 Strategic Priority***

# MINDSET

“We are what we repeatedly do.  
Excellence, then is not an act, but a habit.”  
Attributed to *Aristotle*

Financial resilience is a set of organizational **BEHAVIORS** that can, upon repetition and practice, establish a habitual pathway towards excellence in local government.

Joseph P. Case, County Administrator of Chesterfield County, VA

# TOPICS

1. Sustainability vs Resiliency
2. Eight Characteristics of a Resilient Financial System
3. Building Blocks of Long-term Planning

# LETS REVIEW OUR DESTINATION

*(from a finance point of view...)*



## VISION

- Outstanding community services
- Quality of life beyond compare

## MISSION

- Support Communities
- Provide superior services
- Protect Environment

## VALUES

- Customer service
- Excellence
- Innovation
- Integrity
- Collaboration
- Results Oriented

## DIRECTION

- **Adopt, implement and monitor fiscal resiliency principles**

# WHAT DOES SUSTAINABILITY MEAN?

- Ability to maintain at certain level
- Conserve limited resources
- Avoid depletion
- Uphold and defend
- Survival strategies



# WHAT DOES RESILIENCE MEAN?

- Spring back
- Toughness
- Elasticity
- Adapt and grow



The ability to withstand acute shocks and chronic stress **WHILE** maintaining **AND** improving essential services **AND** recover quickly and effectively

GOVERNMENT FINANCE OFFICERS' ASSOCIATION

*Definition of Financial Resilience*

# Comparing Sustainability to Resilience

## SUSTAINABILITY

- Plan a few years ahead
- Prepare for common threats
- Conserve
- Focus on priorities during recessions
- Getting back to where we were
- Building reserves

**VS**

## RESILIENCE

- Plan ahead 5+ years
- Mitigate risk before threats
- High continuous quality of life
- Flexible to meet changing times
- Improve and add services during recessions
- Being better than we were before recession

# ESSENTIAL CHARACTERISTICS OF A RESILIENT SYSTEM

1	DIVERSITY
2	REDUNDANCY
3	DECENTRALIZATION
4	TRANSPARENCY
5	COLLABORATION
6	FAIL GRACEFULLY
7	FLEXIBILITY
8	FORESIGHT

A SUSTAINABLE system is balanced but potentially brittle. A RESILIENT system not only survives shocks, it thrives even under conditions of adversity.

# OUTCOME: BUILDING TRUST

TRANSPARENCY +

ENGAGEMENT +

PERFORMANCE +

ACCOUNTABILITY +

---

TRUST

# 1. DIVERSITY

**Avoid a single point of failure or reliance on a single solution.**

Reduce reliance on General Fund

Operating subsidies (\$1.2+million in FY 2018)  
Charge GF staff time to projects  
Reaffirm policy to subsidize out-of-scope activities  
Adding new services only if they are self-sustaining

Look beyond current revenues and expenditures

Long-term tax revenue impact from land use decisions  
Demographic trends affecting revenues and expenditures  
Escalating long-term liabilities (ie..pension)

Diversity of funds

OPEB trust	Capital Project reserve
Pension stabilization fund	Economic stabilization
Asset replacement reserve	General reserve

Self-supporting internal service funds for internal processing departments

Motor pool  
Copier and postage (folding machine too!)  
Information Technology – hardware and services  
Communications (?) Radios (?)

Mitigate and absorb risk

Safety policies to prevent accidents and injury  
Project management practices – scope creep, delays  
Vendor selection and pricing – competitive bidding

## 2. REDUNDANCY

**Avoid having only one path of escape or rescue**

Focus on reserve levels across multiple funds

Have a reserve policy that designates the PURPOSE of each reserve  
DON'T use fund balance for operations  
Prohibit unsustainable uses of fund balance

Create reserves for specific purposes

Plan ahead for financing long-term projects (capital projects, equipment replacement, infrastructure rebuild)  
Stabilize against economic downturns  
Widely understood and agreed upon – TRUST ISSUE  
Transparency enhances credibility of reserve balances

Be specific about reserve rules

How much is enough?  
When is it OK to use it?  
How do we replenish?

Have multiple strategies

Short-term strategies (immediate, near term)  
long-term strategies (years)  
Revenue enhancements (taxes, fees, collections)  
Expenditure reductions (efficiencies, benefit sharing, vendor incentives)

“Reserves must be taken seriously by all managers and officials, so prohibiting unsustainable uses of fund balance emphasizes the preservation of fund balance as the means of rescue from crisis situations.”

Quote from Shayne Kavanah, GFOA senior manager of research. “Building a Financially Resilient Government through Long-Term Financial Planning”



### 3. DECENTRALIZATION

**Centralized systems look strong, but failure is catastrophic.**

Engage Departments to actively manage their budget structure – everyone takes responsibility for County finances

Each Department is responsible and accountable for their budgets – reverse hoard syndrome  
Expand Department responsibility to include long-term liabilities and capital projects, including maintenance costs for new facilities

Link budget allocations to program revenues and cost-effectiveness. Spend resources to create highest public value possible.

OpenGov platform for implementing priority-based budgeting concepts  
Establish base budgets, manage net cost and allocation of discretionary revenues  
Use performance measures to make budget decisions

Decentralized approach to financial planning. Everyone takes charge of our fiscal destiny.

Use cross-functional teams to identify, analyze and solve financial issues (ISSUES TEAMS)  
Involve department staff in financial modeling and forecasting  
Promote an innovative, creative-solving culture

## 4. TRANSPARENCY

**Make it easier to figure out where a problem may lie. Share plans and listen when people point out flaws.**

Promote transparency in key areas

Goals and objectives  
Forecast assumptions  
Reserve standards  
Full-costing of services

Make sure we all know ...

What our goals and objectives are  
Why?  
What activities get us there

Report information about assumptions so others can evaluate them

Revenues trends  
Expenditures trends  
Non-financial (ie...property values, population, tourist visits, room rates)

Full-cost accounting for services and activities. Know and report on the cost of doing business.

Direct and indirect (overhead) costs  
How much does it really cost?  
Better informed decisions

## 5. COLLABORATION

**Working together to become stronger.**

Build elected officials' service priorities into the financial plan

Identify imbalances in the allocation of revenues to programs. Does the allocation match our priorities?  
Make the financial plan connect to service goals

Involve elected officials in the planning process

Incorporate strategic planning – confirm service goals  
Identify and confirm critical issues  
Recognize financial problems and enact solutions  
Flowchart the process

Give elected officials key indicators to know our financial conditions

Conduct an annual financial policy compliance review  
Quarterly GF dashboard update communicating changes in fiscal condition  
Identify – anticipate - trends

## 6. FAIL GRACEFULLY

**Failure happens. Make sure failure won't make things worse.**

Recognize changing conditions in advance

Use forecasts and modeling (TOOLS)  
Perform environmental scanning  
Workforce planning and development (knowledge is a resource)  
Model alternative scenarios and develop strategies  
Reset financial parameters

Promote credibility and open dialogue

Open communications between Departments and Board – especially about financial conditions. Safe to talk.  
Foster innovation to develop correction action plans  
Think differently. I.e..current imbalance is an opportunity

Learn from and correct failure

Set measurable financial goals that are fact-based and data driven  
Diversify revenues and streamline operations  
Become leaner

## 7. FLEXIBILITY

**Be ready to change when plans aren't working. Don't expect stability.**

Regularly diagnose the strategic environment

Constant monitoring – what works, when to change  
Performance measurement system - MEASURE  
Strategic diagnosis – consider strategic change cycle  
Reach out to stakeholders – reassess needs

Use financial models to show impact of changes

Scenario analysis – what impact does changing assumptions and financial strategies  
Cost / benefit analysis applied to alternatives

Evolve and adapt the financial planning process

Conduct a fiscal tune-up – prebudget activity  
Address new issues in advance  
Accommodate new stakeholders  
Identify new best practices of value to us

What happens to the life-cycle of our capital assets if annual maintenance is deferred. Does this shorten the life cycle and/or does it cost more to replace or maintain in the future?

*Example of scenario modeling allowing for an informed decisions about deferring maintenance*

## 8. FORESIGHT

### Think and prepare.

Develop effective forecasting techniques

Identify parameters – don't try to "predict"  
Involve others in forecasting – improves quality, better data  
Flexible scenario modeling – "what if..."

Build capacity with staff and elected officials for strategic diagnoses

Teach others about finance  
Promote realistic financial decision making  
Value human capital – knowledge, skills, experiences

Complement financial planning with other long-term plans

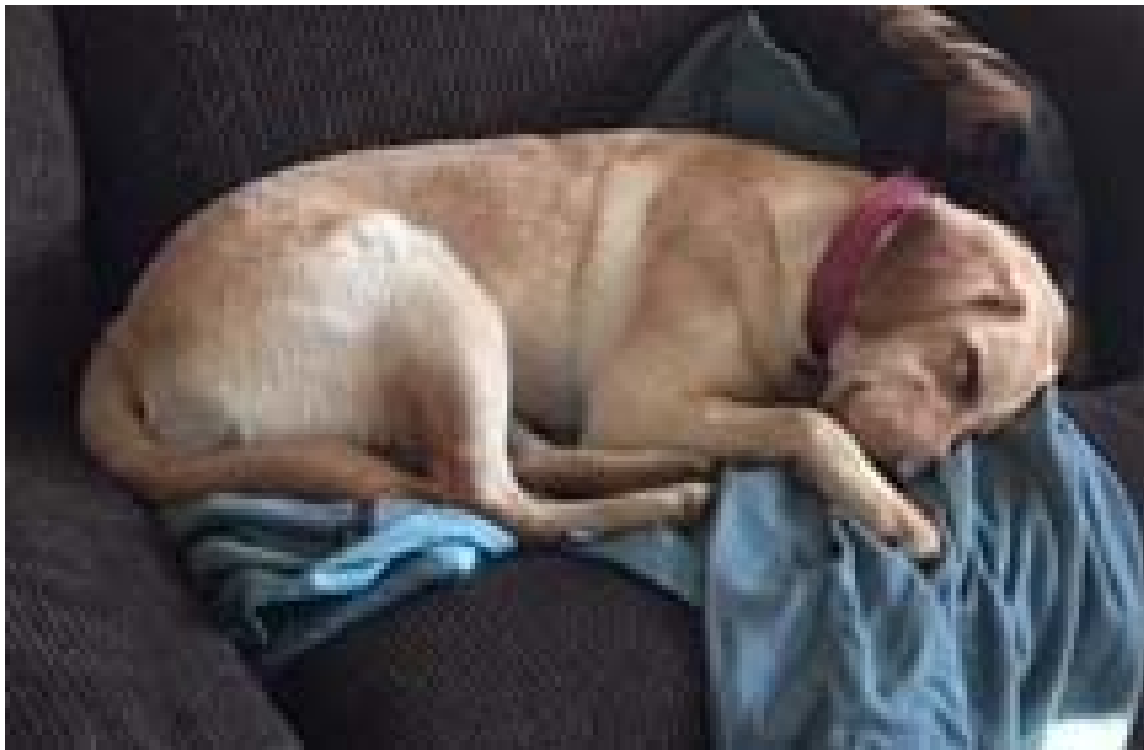
Connect long-term financial plans to department plans involving services and programs

# BUILDING BLOCKS OF LONG-TERM FINANCIAL PLANNING

- **PLANNING:** *adopt financial policies linking finance to operational decisions*
- **REFORM THE BUDGET PROCESS:** *priority-based, focusing on cost effective programs and understanding citizen needs*
- **ADDRESS LONG-TERM LIABILITIES:** *Identify all including personnel related debts. Be transparent in discussing.*
- **ACCOUNTABILITY:** *performance management system for reducing waste and improving services*
- **INNOVATION:** *process improvement and recognize need to reform*



*What happens when we become fiscally resilient?*



**THE LOOK OF  
FINANCIAL  
SECURITY!**

**GFOA Initiative – Building Financially Resilient Governments**

***Long-term planning fosters a strategic framework for creating value for the public through government programs. A plan drives action and prevents paralysis by analysis or inertia.***

<p>Past recession – fiscal sustainability (reduce spending to accommodate revenue reductions, temporary use of reserves) is insufficient to ensure ongoing fiscal health. Policy changes are necessary to move beyond sustainability towards a system that is adaptable and regenerative.</p>	<p>Recurring theme of resilient systems: incorporate long-term financial planning practices and educate our boards (and staff, public) about the effective stewardship over our long-term financial health.</p>
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**Eight Characteristics of a Resilient System**

<p><b>DIVERSITY:</b> avoid a single point of failure or reliance on a single solution.</p>	<ul style="list-style-type: none"> <li>• Reduce reliance on the general fund</li> <li>• Focus on long-term liabilities such as pensions, OPEB, asset replacement, workers compensation</li> <li>• Use of self-supporting internal service funds (and other cost reimbursement strategies)</li> </ul>
<p><b>REDUNDANCY:</b> avoid having only one path of escape or rescue</p>	<ul style="list-style-type: none"> <li>• Maintain a reserve policy and specify the purpose of reserves. Prohibit use of fund balance for recurring expenditures</li> <li>• Pursue multiple strategies for long-term financial health that include revenue enhancement and expenditure reduction</li> </ul>
<p><b>DECENTRALIZATION:</b> centralized systems look strong, but failure is catastrophic.</p>	<ul style="list-style-type: none"> <li>• Make managers manage their cost and revenue structures – accountability</li> <li>• Engage in financial modeling and forecasting</li> <li>• Link budget allocations to program revenue</li> </ul>
<p><b>TRANSPARENCY:</b> Make it easier to figure out where a problem may lie. Share plans and listen when people point out flaws.</p>	<ul style="list-style-type: none"> <li>• Use full-cost (direct and indirect) accounting for programs, make the cost of doing business transparent including support services.</li> <li>• Communicate assumptions and drivers of revenue and expenditure forecasts</li> <li>• Communicate our organization’s goals and objectives</li> </ul>
<p><b>COLLABORATION:</b> Working together to become stronger. Foster close collaboration between elected officials and staff.</p>	<ul style="list-style-type: none"> <li>• Build elected officials’ service priorities into the plan and provide elective officials with a role in the planning process.</li> <li>• Use key indicators to help elected officials understand/monitor our financial conditions (dashboards).</li> <li>• Conduct an annual financial policy compliance self-review of our policy portfolio.</li> </ul>
<p><b>FAIL GRACEFULLY:</b> Failure happens. Make sure failure won’t make things worse.</p>	<ul style="list-style-type: none"> <li>• Recognize changing conditions</li> <li>• Incorporate forecasts and environmental scanning</li> <li>• Set and manage measurable financial goals.</li> </ul>
<p><b>FLEXIBILITY:</b> Be ready to change when plans aren’t working. Don’t expect stability.</p>	<ul style="list-style-type: none"> <li>• Regularly diagnose the strategic environment. Constantly monitor the environment and financial condition to see if financial strategies are working and to learn of conditions that might call for a change in approach.</li> <li>• Create financial models to show the impact of changes</li> <li>• Look beyond day-to-day business</li> <li>• Conduct a fiscal tune-up, acknowledging the need to reaffirm fundamental good financial management practices in a time of financial pressure</li> </ul>
<p><b>FORESIGHT:</b> think and prepare.</p>	<ul style="list-style-type: none"> <li>• Develop effective forecasting techniques. Forecasts help identify the parameters within which to develop and execute strategies.</li> <li>• Build capacity among staff and elected officials</li> <li>• Complement financial planning with other long-term plans.</li> </ul>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: CAO, Finance**

**TIME REQUIRED** 30 minutes (20 minutes presentation; 10 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher, Leslie Chapman

**SUBJECT** FY 2018-2019 Budget Update

**AGENDA DESCRIPTION:**

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

Finance and the CAO will update the Board about the FY 2018-2019 budget development and process.

**RECOMMENDED ACTION:**

Receive information and provide direction to staff, if desired.

**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:**

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**History**

Time	Who	Approval
5/10/2018 3:35 PM	County Administrative Office	Yes
4/2/2018 10:09 AM	County Counsel	Yes
5/10/2018 5:45 PM	Finance	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

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*Stephanie M. Butters  
Assistant Finance Director  
Auditor-Controller*

*Janet Dutcher, CPA, CGFM  
Director of Finance*

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

**Date:** May 15, 2018  
**To:** Honorable Board of Supervisors  
**From:** Janet Dutcher, Finance Director  
Leslie Chapman, County Administrative Officer  
**Subject:** FY 2018-2019 Budget Update

**Action Requested:** Receive information and provide direction to staff if desired.

**Discussion:**

This is the last of three budget updates with your Board.

Budget development activity over the last two months include the following:

- **ALL** Departments submitted their budget requests on time.
- The CAO and the Finance Director have met one-on-one with all Departments to review their budgets, ask questions and make changes.
- General Fund discretionary revenue estimates are complete. The change in GF discretionary revenue is discussed below.
- The General Fund Department requested budget is deficit by \$4,394,765.
- The CAO and the Finance Director are working on strategies to reduce this deficit to \$0.
- Using the current year GF budgets, we identified one-time spending and categorized the remaining net cost of each GF budget unit as either mandated, according to Board policy, or discretionary. We will discuss the results of this analysis during your Board meeting. A summary is presented below.

**GF Discretionary Revenue** – We estimate an increase in GF discretionary revenue of 2.8% as follows:

	FY 2017-2018	FY 2018-2019	Change	%
Property Taxes	\$17,372,000	\$17,697,000	\$325,000	1.9%
TOT <sup>1</sup>	2,500,000	2,625,000	125,000	5.0%
Sales taxes	585,000	630,000	45,000	7.7%
VLF	1,590,000	1,628,000	38,000	2.4%
Fines and penalties	690,000	803,000	113,000	16.4%
Interest	48,000	75,000	27,000	56.3%
Federal PILT	1,250,000	1,250,000	-	0.0%
A87	1,300,000	1,300,000	-	0.0%
Excess ERAF	150,000	150,000	-	0.0%
Other	787,000	848,000	61,000	7.8%
<b>Total Discretionary Revenues - GF</b>	<b>\$26,272,000</b>	<b>\$26,006,000</b>	<b>\$734,000</b>	<b>2.8%</b>

**GF Structural Deficit** – This year’s (FY 2018) GF budget deficit is \$5,667,000. We identified one-time spending of \$1,837,000, leaving a structural deficit of \$3,830,00. We summarize the structural deficit for further discussion as follows:

Discretionary revenues	\$26,272,000	100%
Mandated services	18,673,000	71%
Policy of the Board	8,064,000	31%
Discretionary Spending	3,365,000	13%
Total on-going spending	30,102,000	115%
<b>Structural Deficit</b>	<b>(\$3,830,000)</b>	<b>(15%)</b>

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

- May 18 – Release budget schedules and documents for the workshop
- May 21, 22 and 23 – Budget workshop with the Board, Departments, CAO and Finance

<sup>1</sup> Excludes 2% of the 12% TOT tax. Board policy directs this share of the TOT towards the EMS program.  
Excludes 1% of the 12% TOT tax. Board policy directs this share of the TOT towards the tourism program.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: Agricultural Commissioner**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Nathan D. Reade, Agricultural  
Commissioner

**SUBJECT** Agricultural Commissioner's  
Presentation

**AGENDA DESCRIPTION:**

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

Presentation on the various functions of the Agricultural Commissioner's Office.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Nathan Reade

**PHONE/EMAIL:** / nreade@inyocounty.us

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Presentation</a>

**History**

Time	Who	Approval
5/10/2018 10:47 AM	County Administrative Office	Yes
5/7/2018 11:42 AM	County Counsel	Yes
5/9/2018 3:48 AM	Finance	Yes





# Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

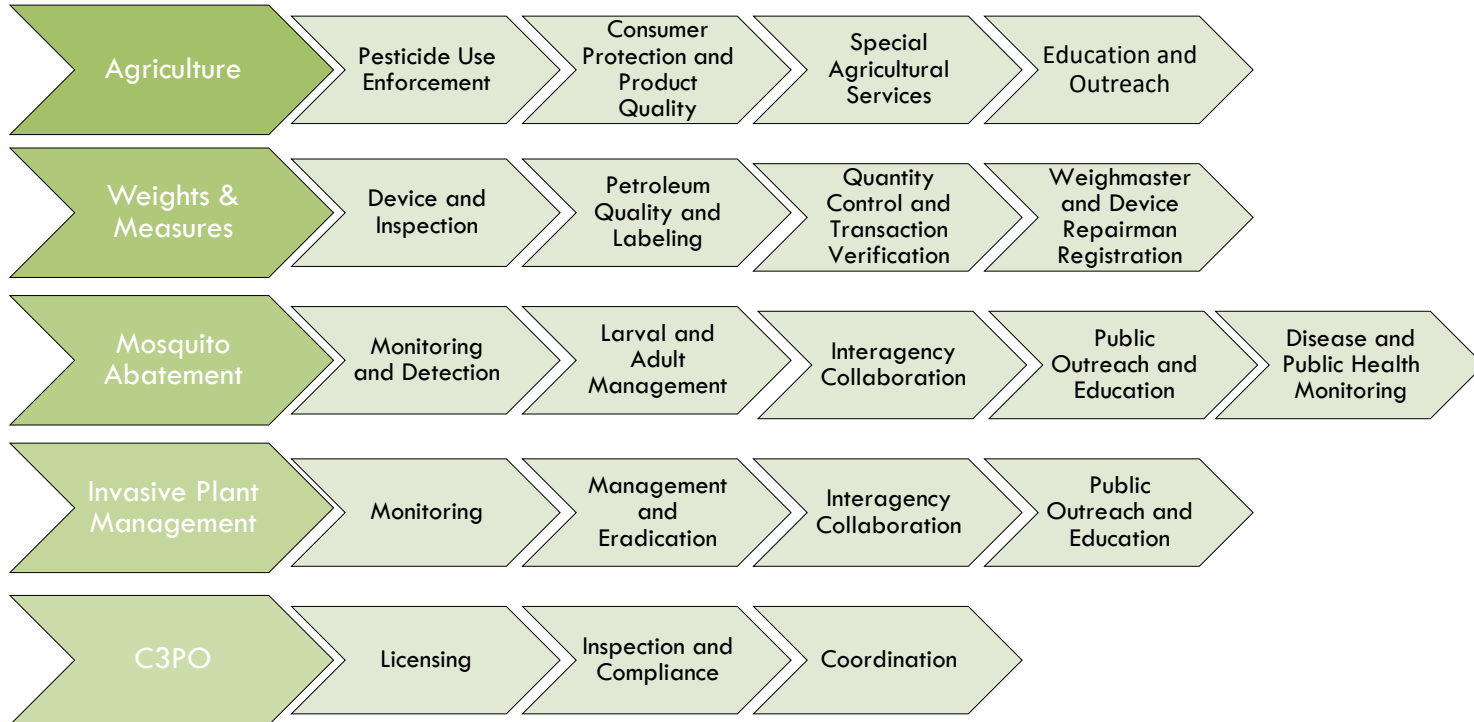




# Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

## Functions of the Agricultural Commissioner's Office







## Counties of Inyo and Mono

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Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

# Agriculture Functions





## Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

# Human Safety and Environmental Protection

- Pesticide Enforcement
- Pest Exclusion
- Pest Detection
- Pest Eradication
- Pest Management





## Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

### Consumer Protection and Product Quality

- Fruit and Vegetable Quality Control
- Egg Quality Control
- Organic Inspection
- Certified Farmer's Market
- Nursery Inspection
- Seed Inspection





## Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

# Special Agricultural Services

- Apiary Inspection
- Sustainable Agriculture
- Crop Statistics





## Education and Outreach

- Pesticide Seminars
- Workshops
- Special Projects







## Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

# Weights & Measures Functions





## Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

### Device Registration and Inspection

- Over 1,400 devices registered in 2017
- Large Scales (aggregate plants, hopper scales)
- Vehicle Scales
- Livestock Scales
- Small Retail Scales (counter scales, checkout scales)
- Retail Fuel Meters
- Electric Meters
- Vapor Meters





## Petroleum Quality and Labeling

- Ensure Labeling Accuracy
- Verify Quality Standards are Met
- Verify labeling, signage, and other information presented at fueling stations is consistent with regulations

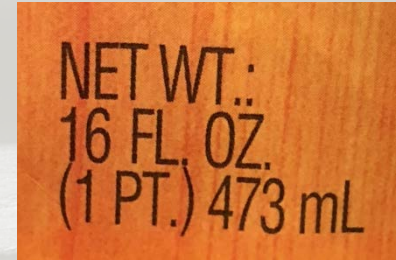






## Quantity Control and Transaction Verification

- Price Scanner Auditing
- Pre-packaged product verification
- Enforcement of the Fair Packaging and Labeling Act





## Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

# Weighmaster and Device Repairman Registration

- Weighmaster Program Provides Audits to Ensure Proper Recordkeeping and Weight Verification
- Device Repairman Registration Verifies Qualifications



## Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

A close-up photograph of a mosquito resting on a white mesh screen. The mosquito is positioned in the center of the frame, with its legs and wings clearly visible against the fine mesh. The background is a soft, out-of-focus light gray.

# Mosquito Abatement Functions



## Monitoring

- Disease Surveillance
  - West Nile virus
  - Other Diseases (SLE, Zika if exotics found)
- Adult Population Surveillance
  - How Many?
  - Which Species?
  - Location?







## Control

- Water management
- Source Reduction
- Vegetation control
- Larval control
  - Biological Pesticide
  - Growth Regulator Pesticide
- Adult Control
  - Fogging (Adulticide)
  - Barrier Treatments





## Public Outreach and Education

- Tri-County Fair Booth
- Facebook
- Other Events and Conferences







## Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

# Invasive Plant Management Functions



# Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

## Monitoring and Detection

- Surveys
- Industry tips and inquiries
- Tips from public, recreationalists
- Other agencies

### Eastern Sierra Weed Management Area Noxious Weed Location Form

Return to: Inyo/Mono County Agricultural Commissioner's Office  
207 W. South St.

Date:	Recorder's Name:
-------	------------------

Weed Name(s):	Infestation Estimate (area, percent infested, and/or # of plants):
---------------	--

Control Methods (what was used and at what rate?):	Land Use (roadside, pasture, range, crop, facility, etc.):
--	--

Township: _____ _____ 1/4	Range: _____	Section: _____
------------------------------	--------------	----------------

Latitude: _____	Longitude: _____	County: _____
-----------------	------------------	---------------

Other Notes (site marked, descriptive location):

**COMPLETE IF KNOWN**

*Feel free to duplicate this form (Use reverse for map)*





## Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

# Management and Eradication

- Removing or mitigating risk
- Integrated Pest Management Approach
  - Cultural
  - Mechanical
  - Biological
  - Herbicide







## Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

# Interagency Collaboration

- Eastern Sierra Weed Management Area
  - Inyo/Mono Counties Agricultural Commissioner
  - California Department of Food and Agriculture
  - CalTrans District 9
  - Bishop Paiute Tribe Environmental Office
  - Los Angeles Department of Water and Power
  - Inyo/Mono Resource Conservation District
  - Natural Resource Conservation Service
  - Toiyabe National Forest
  - Inyo County Water Department
  - BLM, Bishop Field Office
  - BLM, California Desert District
  - Inyo/Mono Cattleman's Association
  - Calfire
  - California State Parks
  - Inyo National Forest





# Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office

## Public Outreach and Education

- Brochures, press releases, targeted outreach
- Workshops, seminars
- Event presentations

### Dalmatian Toadflax

*Linaria dalmatica*

The Inyo/Mono Counties' Department of Agriculture and the California Department of Food and Agriculture are currently monitoring and eradicating this noxious weed in your area. We would appreciate any information regarding the location of Dalmatian Toadflax infestations. This noxious weed can be effectively controlled and eventually eradicated by hand-pulling.

**GROWTH HABIT:** Dalmatian Toadflax is a perennial from southeastern Europe that is probably an escaped ornamental. It grows up to 2 feet tall and reproduces by seed and underground roots.

**LEAVES:** The egg-shaped leaves are dense and grow alternately along the stem. They have a smooth edge; are waxy, gray-green and clasp to the stem. The upper leaves are conspicuously lance-based.

**FLOWERS:** Flowers are showy and borne in axils of upper leaves and are two-lipped, 3/4 to 1 1/2 inches long. They have a long spur and are yellow with an orange, bearded throat.

**SEEDS:** The fruit is a two-called capsule about 1/4 inch long with many irregularly angled black seeds.

**OTHER:** Dalmatian Toadflax is aggressive and may be found along roadsides and on woodlands where it crowds out desirable native species. The extensive, deep root system, along with the waxy leaves which repel herbicides, make this an extremely difficult plant to control.



Eastern Sierra Weed Management Area  
Administered by: Inyo/Mono Counties Agricultural Commissioner's Office  
207 West South Street  
Bishop, CA 93314

Telephone: 760.873.7860 FAX: 760.872.1610 Email: inyomonag3@gmail.com





# Counties of Inyo and Mono

Agriculture • Weights & Measures • Owens Valley Mosquito Abatement Program • Eastern Sierra Weed Management Area  
Mammoth Lakes Mosquito Abatement District • Inyo County Commercial Cannabis Permit Office





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: Agricultural Commissioner**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Nathan D. Reade, Agricultural  
Commissioner

**SUBJECT** 2018 Agricultural Commissioner's  
Crop Report

**AGENDA DESCRIPTION:**

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

Presentation by Nathan Reade regarding 2017 Mono County Crop and Livestock Report..

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Nathan Reade

**PHONE/EMAIL:** / nreade@inyocounty.us

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Presentation</a>

**History**

Time	Who	Approval
5/10/2018 10:42 AM	County Administrative Office	Yes
5/7/2018 11:40 AM	County Counsel	Yes
5/9/2018 3:48 AM	Finance	Yes

# Counties of Inyo and Mono Agricultural Commissioner's Office

## 2017 Crop and Livestock Report



Board of Supervisors Presentation  
Mono County  
May 15, 2018





# COUNTIES OF INYO AND MONO

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

Karen Ross, Secretary  
California Department of Food and Agriculture

Brian Leahy, Director  
California Department of Pesticide Regulation

The Honorable Board of Supervisors,  
County of Inyo

The Honorable Board of Supervisors,  
County of Mono

Dan Totheroh, Chair

Bob Gardner, Chair

Matt Kingsley

Rick Pucci

Stacy Corless

Fred Stump

Jeff Griffiths

Mark Tillemans

John Peters

Larry Johnston

I am pleased to present the 2017 Inyo and Mono Counties' Annual Crop and Livestock Report. This report is prepared pursuant to California Food and Agriculture Code 2279, and is a statistical compilation of agriculture production in Inyo and Mono Counties. These values reflect **gross** agricultural production within the two counties, and do not represent net profit or loss.

The gross combined agricultural production values for Inyo and Mono Counties in 2017 totaled \$50,227,000, representing an increase of 14% from 2016 production values. This is the first increase since 2011. Drought conditions that began in 2012 and extended into 2016 removed nearly 56% of all gross agriculture value from the two counties combined. Although the improved conditions in 2017 bring us back to 2015 production value levels, the agriculture industry in our two counties has a long road ahead to recover to pre-drought status.

The two primary commodity groups in Inyo and Mono (livestock & livestock products and field crops) both had strong numbers in 2017 due to production increases resulting from good irrigation conditions following an abundant snow-pack year. Beef, lamb, and alfalfa pricing were all up according to data, which coupled with production increases, substantially bolstered our agriculture value.

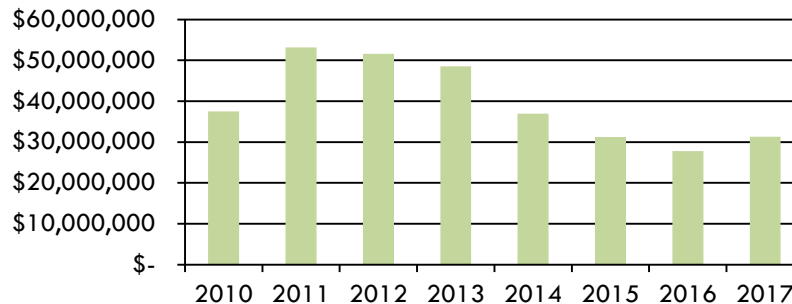
A few commodity groups suffered including apinary, vegetable crops, and rangeland. We continue to see declines in apinary production as out of state companies utilize local bee sites prior to pollination in the Central Valley, which leaves less opportunity for use by our local beekeepers. Vegetable crops, while never a major contributor to overall value, did experience a drop in value as fewer certified producers reported production 2017. Rangeland value was reduced slightly due to rent changes.

I would like to thank my staff for assisting with the creation of this report. I'd also like to thank our local agricultural industry for their input, without which this report would not be possible.

Sincerely,

Nathan D. Reade  
Agricultural Commissioner

- Combined production = \$50,227,000
  - Inyo: ▲16% (\$18,958,000)
  - Mono: ▲13% (\$31,269,000)
- First improvement in production value since drought began
  - Producers have a long way to go (37%) to recover cumulative drought losses
  - Returns total value to 2015 levels
- The two largest contributors to total value had increases
  - Field Crops
  - Livestock and Livestock Products



## Counties of Inyo and Mono Agricultural Commissioner's Office

The mission of the Inyo and Mono Counties Agricultural Commissioner's Office is to promote and protect the agricultural industry of the counties, protect the environment, and to ensure the health and safety of all of its citizens. The department is also responsible for fostering confidence and equity in the marketplace.

The following are the main program areas:

### Human Safety and Environmental Protection

The County Agricultural Commissioner's Office protects the health and safety of all Inyo/Mono residents, its agricultural industries and its environment with a series of comprehensive regulatory programs designed to prevent the introduction of exotic pests and to ensure the safe use of pesticides. The five programs that exist to achieve these goals include:

- Pest Exclusion
- Pest Detection
- Pest Eradication
- Pest Management
- Pesticide Enforcement

### Consumer Protection and Product Quality

Product quality programs are designed to ensure the production and sales of quality eggs, honey, fruits, vegetables, and nursery and seed products. Quality standards that these programs ensure include maturity, grade, size, and weight. Packaging and labeling are also examined to ensure consumer expectations are met. The six programs include:

- Fruit and Vegetable Quality Control
- Organic Food Production
- Egg Quality Control
- Certified Farmers' Markets
- Nursery Inspection
- Seed Inspection

### Special Agricultural Services

The Agriculture Department also provides other mandated services, including:

- Apiary Inspection
- Crop Statistics
- Sustainable Agriculture



### Administrative and Education Outreach

Staff participate in a wide range of special projects intended to benefit Inyo/Mono citizens such as the legislative process, public information, education outreach efforts, as well as joint multi-agency and inter-county cooperative activities. Continuing education efforts sponsored by the Agriculture Department for pesticide safety help to ensure that local license-holders maintain adequate training.

### Invasive Plant Management

This division of the Agricultural Commissioner's office consists of 15 federal, state, county, and local agencies and entities. The Eastern Sierra Weed Management Area is dedicated to the eradication and control of invasive plant species in Inyo and Mono Counties through the cooperation and coordination of participating entities. The Eastern Sierra Weed Management Area participates in public outreach and education activities to ensure that people understand the threat of non-native weeds on our environment and agriculture industry.

### Weights and Measures

A gallon of gasoline, a cord of firewood, a loaf of bread, or a pound of fruits or vegetables...any item purchased is sold by weight, measure, or count. We protect the public from purchasing goods that are short weight or measure, and we protect businesses from giving their products and profits away when they use devices that could be inaccurate. We also verify that prices are scanned correctly at the counter, petroleum products meet quality standards, and weighmasters provide their customers accurate weighing devices. The eight programs in this category include:

- Weight Verification
- Measurement Verification
- Petroleum
- Transaction Verification
- Electronic Meters
- Compressed Gas Meters
- Weighmaster
- Device Repairmen Regulation

See page 15 for more information on this division.

### Mosquito Abatement

The purpose of this program is to provide the public with a consistent level of mosquito control that reduces the threat of disease transmission and the spread of large nuisance populations of mosquitoes. The Inyo/Mono Counties Agricultural Commissioner's Office administers the Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District. See page 16 for more information on this division.





# 2016

## Mono County Crop and Livestock Statistics



### Mono County General Information

County Seat:	Bridgeport
County Population:	14,202 (2010 census)
Land Area:	3,044 sq. miles
Population Density:	4.67 persons per sq. mile
Highest Elevation:	14,252 ft. (White Mountain)

#### Average Climate

	High	Low
Bridgeport:	91°	9°
Hammill Valley:	98°	22°

#### Land Ownership

Federal:	84.7%
City of Los Angeles:	3.2%
State of California:	3.6%
Private:	6.5%

#### Unincorporated Areas

Beaton	June Lake
Bridgeport	Lee Vining
Chalfant Valley	Topo2
Coleville	Tamit Place
Hammill Valley	Walker

#### Incorporated Cities

Mammoth Lakes

### Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total***	
Cattle & Calves	2017		8,830	\$1,130	\$9,978,000	
	2016	Head	8,230	\$1,045	\$8,603,000	▲ 16%
Sheep & Lambs*	2017		16,705	\$187	\$3,124,000	
	2016	Head	14,870	\$164	\$2,439,000	▲ 28%
Wool	2017		98,306	\$2.17	\$213,300	
	2016	Lbs	119,300	\$1.54	\$183,700	▲ 16%
Miscellaneous**	2017				\$2,440,000	
	2016				\$2,570,000	▼ 5%
<b>Total Value</b>					<b>2017 \$15,755,000</b>	<b>▲ 14%</b>
					<b>2016 \$13,796,000</b>	

\*Includes feeder lamb gain.

\*\*Includes beef stecker gain, goats, hogs, and poultry.

\*\*\*Total may not calculate due to rounding.

### Field Crops

	Year	Unit	Production	Value per Unit	Total**	
Alfalfa Hay	2017		56,100	\$170	\$9,537,000	
	2016	Ton	47,200	\$180	\$8,496,000	▲ 12%
Pasture, Irrigated	2017		26,000	\$70	\$1,820,000	
	2016	Acre	26,000	\$70	\$1,820,000	= 0%
Pasture, Rangeland	2017		1,072,000	\$1.36	\$1,458,000	
	2016	Acre	1,072,000	\$1.39	\$1,490,000	▼ 2%
Miscellaneous*	2017		868	-	\$2,565,000	
	2016	-	1,473	-	\$2,063,000	▲ 24%
<b>Total Value</b>					<b>2017 \$15,380,000</b>	<b>▲ 11%</b>
					<b>2016 \$13,869,000</b>	

\*Includes garlic, grain hay, sudangrass, and other hay

\*\*Total may not calculate due to rounding

## Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total***	
Cattle & Calves	2017	Head	8,830	\$1,130	\$9,978,000	▲ 16%
	2016		8,230	\$1,045	\$8,603,000	
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	2016		14,870	\$164	\$2,439,000	
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	2016		119,300	\$1.54	\$183,700	
Miscellaneous**	2017				\$2,440,000	▼ 5%
	2016				\$2,570,000	
<b>Total Value</b>				<b>2017</b>	<b>\$15,755,000</b>	▲ 14%
				<b>2016</b>	<b>\$13,796,000</b>	

\*Includes feeder lamb gain.

\*\*Includes beef stocker gain, goats, hogs, and poultry.

\*\*\*Total may not calculate due to rounding

## Field Crops

	Year	Unit	Production	Value per Unit	Total**	
Alfalfa Hay	2017	Ton	56,100	\$170	\$9,537,000	▲ 12%
	2016		47,200	\$180	\$8,496,000	
Pasture, Irrigated	2017	Acre	26,000	\$70	\$1,820,000	= 0%
	2016		26,000	\$70	\$1,820,000	
Pasture, Rangeland	2017	Acre	1,072,000	\$1.36	\$1,458,000	▼ 2%
	2016		1,072,000	\$1.39	\$1,490,000	
Miscellaneous*	2017	-	868	-	\$2,565,000	▲ 24%
	2016		1,473	-	\$2,063,000	
<b>Total Value</b>				<b>2017</b>	<b>\$15,380,000</b>	▲ 11%
				<b>2016</b>	<b>\$13,869,000</b>	

\*Includes garlic, grain hay, sudangrass, and other hay

\*\*Total may not calculate due to rounding

### Forest Products

	Year	Total	
Timber and Firewood	2017	\$70,100	
	2016	\$59,000	▲ 19%
<b>Total Value</b>	<b>2017</b>	<b>\$70,100</b>	
	<b>2016</b>	<b>\$59,000</b>	▲ 19%

### Fruit & Nut Crops

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2017	Acres	18	-	\$44,200	
	2016		18	-	\$43,300	▲ 2%
<b>Total Value</b>	<b>2017</b>				<b>\$44,200</b>	
	<b>2016</b>				<b>\$43,300</b>	▲ 2%

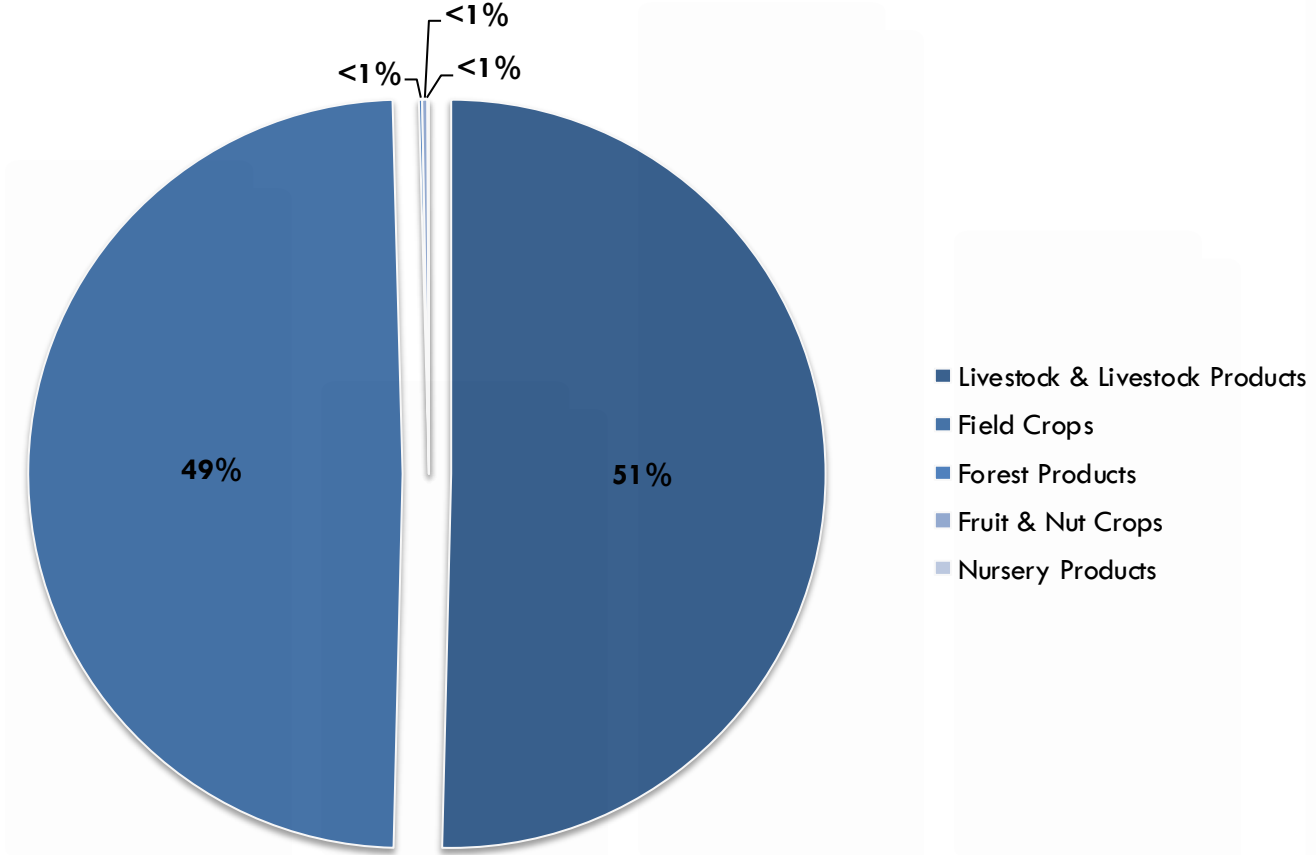
### Nursery Products

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2017	Acre	1	-	\$20,000	
	2016		1	-	\$20,000	= 0%
<b>Total Value</b>	<b>2017</b>				<b>\$20,000</b>	
	<b>2016</b>				<b>\$20,000</b>	= 0%

## Mono County Totals

	Year	Total	
Livestock & Livestock Products	2017	\$15,755,000	▲ 14%
	2016	\$13,796,000	
Field Crops	2017	\$15,380,000	▲ 11%
	2016	\$13,869,000	
Forest Products	2017	\$70,100	▲ 19%
	2016	\$59,000	
Fruit & Nut Crops	2017	\$44,200	▲ 2%
	2016	\$43,300	
Nursery Products	2017	\$20,000	= 0%
	2016	\$20,000	
<b>Total Value</b>	<b>2017</b>	<b>\$31,269,000</b>	▲ 13%
	<b>2016</b>	<b>\$27,787,000</b>	

# Mono County Agricultural Production



Any Questions?

Board of Supervisors Presentation  
Mono County  
May 15, 2018



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: District Attorney**

**TIME REQUIRED** 30 minutes (20 minute presentation, 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tim Kendall

**SUBJECT** District Attorney's Department Presentation

**AGENDA DESCRIPTION:**

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

This presentation will give an overview of the Department, review goals that were set in the 2017-18 budget process and inform the Board on department goals for the 2018-2019 budget year, how these goals are measured, and how the priorities of the department contribute to the Board's Strategic Plan.

**RECOMMENDED ACTION:**

None; informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Elizabeth Pelichowski

**PHONE/EMAIL:** 7609325554 / epelichowski@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
5/10/2018 11:44 AM	County Administrative Office	Yes
5/7/2018 11:52 AM	County Counsel	Yes



5/9/2018 3:57 AM

Finance

Yes

# County of Mono Office of the District Attorney

[www.monocountydistrictattorney.org](http://www.monocountydistrictattorney.org)

**Bridgeport Office:**  
Main St. Court House, P.O. Box 617  
Bridgeport, CA. 93517  
Tel:(760)932-5550 fax: (760)932-5551



**Mammoth Office:**  
Sierra Center Mall, P.O. Box 2053  
Mammoth Lakes, CA. 93546  
Tel:(760)924-1710 fax: (760)924-1711

*Tim Kendall - District Attorney*

**To:** Honorable Board of Supervisors

**From:** Tim Kendall, District Attorney

**Date:** May 15, 2018

**Subject:** Office of the District Attorney Presentation

**Recommended Action:**

None; informational only.

**Discussion:**

The Office of the District Attorney is an independent constitutionally mandated office which represents the citizens of Mono County with the primary purpose of promoting and protecting the public peace and safety of our residents and visitors. This presentation will give an overview of the Department, review goals that were set in the 2017-18 budget process and inform the Board on department goals for the 2018-2019 budget year, how these goals are measured, and how the priorities of the department contribute to the Board's Strategic Plan.

**Fiscal Impact:**

None.







# DEPARTMENT OVERVIEW – IN PART



- \* **PRIMARY FUNCTION – PROSECUTION OF CRIMES**  
**INVESTIGATION SERVICES - MCIU**
- \* **PUBLIC ADMINISTRATOR – PROBATE LAW** (5 CASES AND SPENT APPROXIMATELY 1600 HOURS)
- \* **GRAND JURY ADVISOR –** (HELP INVESTIGATE, ISSUE SUBPOENAS, GIVE LEGAL ADVISE, REVIEW REPORTS)
- \* **ASSISTANCE TO VICTIMS AND WITNESS OF CRIME** (MANDATED BY CA CONSTITUTION ART. 1, SECTION 28)
- \* **COURT INVESTIGATOR** (CONSERVATORSHIPS, GUARDIANSHIPS, TRAFFIC)
- \* **PROTECT ENVIRONMENT THROUGH CIVIL ACTIONS AND REMEDIES** (ILLEGAL DUMPING/SPILLS)
- \* **ASSIST IN RETRAINING ORDERS BOTH CIVIL AND CRIMINAL**
- \* **PROVIDE LEGAL COUNSELING AND REFERRALS**
- \* **TRAINERS FOR ALLIED AGENCIES** (2017 WE DID 4 FORMAL TRAININGS FOR CHP AND PD AND 3 STAFF TRAININGS)
- \* **ASSIST NUMEROUS OTHER COUNTY DEPARTMENTS WITH VARIOUS RESPONSIBILITIES THEY MAY HAVE** (SUCH AS HR, WELFARE FRAUD, CPS, MENTAL HEALTH, INTERNAL INVESTIGATIONS)
- \* **ASSIST OTHER COUNTIES/STATE AGENCIES WITH INVESTIGATION AND PROSECUTION SERVICES** (HANDLE CASES FOR BOTH INYO COUNTY, ALPINE AND THE ATTORNEY GENERAL)
- \* **PARTICIPATE IN NUMEROUS MULTI AGENCY AND COMMUNITY SOLUTION GROUPS**
- \* **COMMUNITY OUTREACH –** (SCHOOLS, YOUTH SPORTS LEAGUES, DISABLED SPORTS, HOSPITAL BOARD, COMMUNITY EVENTS, PRE FILING DIVERSION PROGRAM)











PHONE CALL

TO: *Tim Paul Foster* DATE: *4/18* TIME: *12:20* AM/PM

FROM: *760-720-0488* CELL: *435-703-9607*

MESSAGE: *Call me at 435-703-9607*

TELEPHONED  
 RETURNED YOUR CALL  
 PLEASE CALL  
 WILL CALL AGAIN  
 CAME TO SEE YOU  
 WANTS TO SEE YOU

**TIM KENDALL**  
MONO COUNTY DISTRICT ATTORNEY

**BRIDGEPORT OFFICE**  
Main Street Courthouse  
P.O. Box 87  
Bridgeport, CA 93317  
Tel: (760) 832-3380  
Fax: (760) 832-3351


**MAMMOTH OFFICE**  
Sierra Center Mall  
P.O. Box 2053  
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Presented by the  
California District Attorneys Association



Grover C. Trank  
President

Lawrence O. Brown  
Executive Director

David R. LaFahn  
Deputy Executive Director



































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**MONO COUNTY**

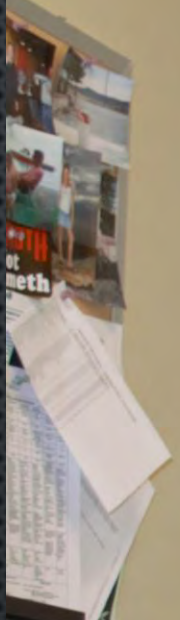
**DISTRICT ATTORNEY'S OFFICE**

**Huskyfest**

**Golf Tournament**



THANKS FOR SUPPORTING  
OUR TEAMS!





# District Attorney Office Organizational Chart



Tim Kendall  
District Attorney

Dave Anderson  
Assistant District  
Attorney

Prosecution Team

Investigation Unit

Chris  
Callinan  
Chief  
Investigator  
of  
MCIU

Todd  
Graham  
Deputy District  
Attorney

Brad  
Braaten  
Deputy District  
Attorney

Sarah Gillespie  
Victim/Witness  
Coordinator  
Adm. Supervisor  
Mammoth Lakes

Elizabeth  
Pelichowski  
Victim/Witness  
Advocate  
Adm. Supervisor  
Bridgeport

John  
Estridge  
Dist. Atty.  
Investigator II

Jack Loera  
Assigned  
Detective  
Mammoth  
Lakes PD

Assigned  
Detective  
Sheriff Dept.



# Office of the District Attorney

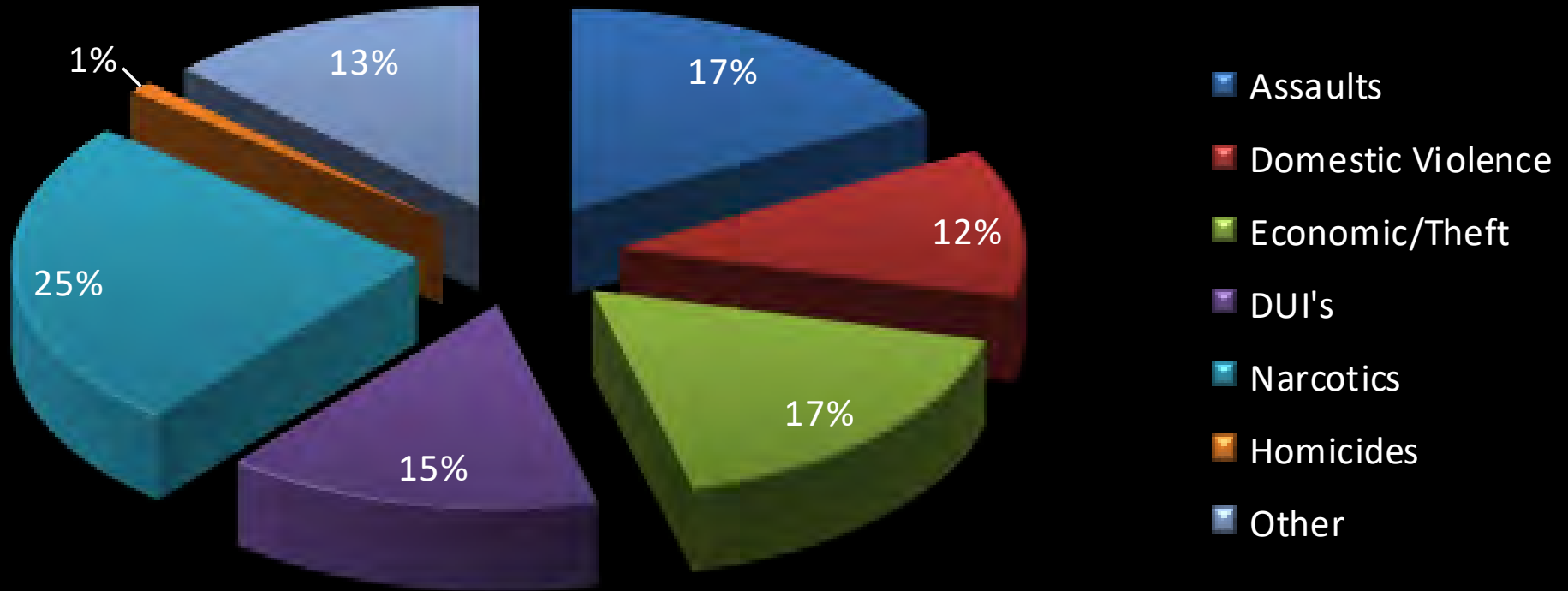
- \* Professionalism
- \* Honesty
- \* Integrity
- \* Go the extra mile
- \* Be responsive to others
- \* Treat everyone with respect

= CHARACTER

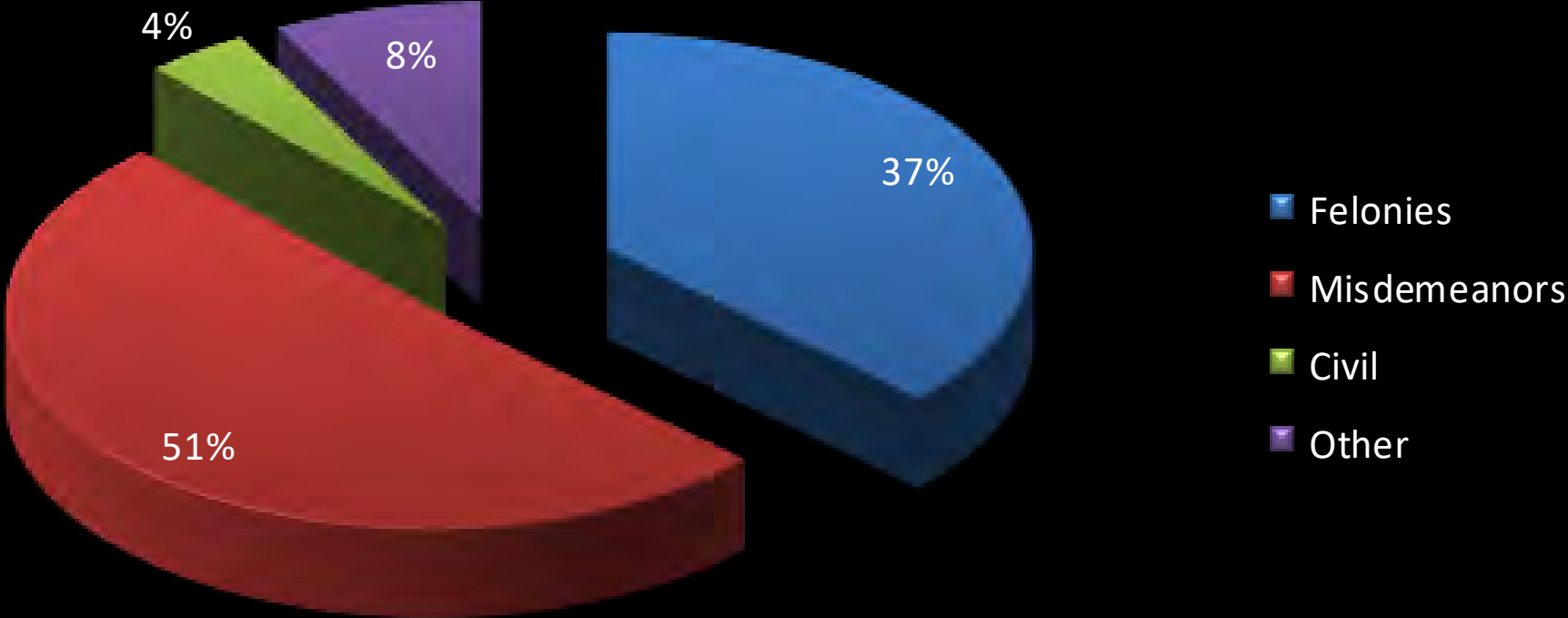




# Crime Breakdown



# CRIME CLASSIFICATION





# OF INTEREST IN 2017-2018

- **4 SHOOTINGS**

- 2 HOMICIDES – 1 UNSOLVED
- OUT OF THE 4 SHOOTINGS - 2 DRUG RELATED AND 1 SUSPECTED TO BE DRUG RELATED
- 1 DOMESTIC VIOLENCE RELATED

- **GENERAL ASSAULTS** – INCREASE FROM 10% TO 17%

- **THEFTS** - INCREASE FROM 5% TO 17%

- **DUI's** - 2% OVERALL INCREASE IN DUIS FROM 2016  
5% INCREASE IN MARIJUANA RELATED DUIS.

- **CASE PRODUCTION BY AGENCY IN 2017**

- CHP - **18** OFFICERS **8268** ARREST/CITATIONS
- MLPD - **14** OFFICERS **1221** ARREST/CITATIONS
- CFW - **2** OFFICERS **450** ARREST/CITATIONS
- MCSD - **28** DEPUTIES **273** ARREST/CITATIONS
- DA - **2** INVESTIGATORS **249** NEW CASES AND FOLLOW UP



# 2017-2018 GOALS



# 2017-2018 GOALS

**GOAL – DEVELOP A STREAMLINE PROCESS TO INVESTIGATIONS AND PROSECUTIONS.**

- \*CREATE A MULTI AGENCY INVESTIGATION UNIT
- \*DEVELOP PROCESSES FOR ALL FELONY INVESTIGATIONS
- \*OVERSIGHT FROM INITIATION TO CONCLUSION

## **MEASUREMENT**

- \*ACHIEVE MORE EFFICIENT, COMPLETE, TIMELY AND BETTER INVESTIGATIONS
- \*PROSECUTION PROCEEDS QUICKER
- \*VICTIMS ARE PLACED BACK ON A PATH OF HEALING MUCH QUICKER



# 2017-2018 GOALS

**GOAL** – TO INCREASE EFFICIENCY WITHIN OUR OFFICE BY IMPLEMENTING A PAPERLESS SYSTEM

\*CASE MANAGEMENT SOFTWARE

\*DIGITAL WITH LAW ENFORCEMENT AGENCIES IN MONO COUNTY

\*DIGITAL WITH MONO COUNTY SUPERIOR COURT

## **MEASUREMENT**

\*TIME EFFICIENCY TO CREATE AND MAINTAIN FILES

\*TIME EFFICIENCY TO RETRIEVE FILES

\*UNAVAILABLE FILES

\*OFFICE EXPENSE

\*STORAGE







LOOKING AHEAD TO  
2018-2019



## LOOKING AHEAD 2018-2019

**STRATEGIC PRIORITY/GOALS** - IMPROVE PUBLIC SAFETY – 1B/1C, IMPROVE COUNTY OPERATIONS – 4B

**OBJECTIVE #2** - ADDRESS RECIDIVISM/CRIME AND NARCOTIC ISSUES AND IMPROVE OPERATIONAL EFFICIENCY OF LAW ENFORCEMENT.

**TACTIC** - DEVELOP A MONO COUNTY LAW ENFORCEMENT STRATEGIC PLAN TO UNITE ALL MONO COUNTY AREA LAW ENFORCEMENT AGENCIES IN ORDER TO FOCUS ON AREAS THAT WILL BETTER PROTECT THE HEALTH AND SAFETY OF THE PUBLIC, IMPROVE OPERATIONAL EFFICIENCY BASED ON PRIORITIES AND IMPROVE ALLIED SUPPORT.

**MEASURE OF SUCCESS** – CASE NUMBERS, TYPE OF CASES, MEASURED IMPACT IN SPECIFIC CRIMES, LOCATIONS OR NEIGHBORHOODS, ACCOMPLISH TRAINING NEEDS, MEASURED SUPPORT REQUEST

**WHY IS THIS IMPORTANT TO THE PUBLIC** – UNIFIED LAW ENFORCEMENT IS MORE EFFICIENT, EFFECTIVE AND ADDRESSES SPECIFIC PUBLIC CONCERNS.



## LOOKING AHEAD 2018-2019 CONT.

### STRATEGIC PRIORITY/GOAL – IMPROVE COUNTY OPERATIONS - 4B

**OBJECTIVE #1** - IMPROVE OPERATIONAL EFFICIENCY AND INCREASE SERVICE LEVELS BY IMPROVING THE OPERATIONS OF OUR VICTIM/WITNESS PROGRAM. (CONSTITUTIONALLY MANDATED PROGRAM)

**TACTIC** - TAKE BETTER CARE OF VICTIMS OF CRIME BY IMPROVING COMMUNICATIONS AND THE SERVICES THAT CAN BE PROVIDED, INCREASE STAFF, INCREASE SERVICES, PERFORM BETTER OUTREACH, TRAINING, IMPLEMENT NEW VICTIM SERVICES SOFTWARE

**MEASURE OF SUCCESS** – NUMBER OF SERVICES PROVIDED, TYPES OF SERVICES, NEW SERVICES, NUMBER OF VICTIMS AND PARTICIPATION OF VICTIMS, IMPLEMENTATION OF SOFTWARE MEASURED WITH THE SERVICE IT IS TO PROVIDE TO VICTIM.

**WHY IS THIS IMPORTANT TO THE PUBLIC** – ALLOWS PEOPLE WHO HAVE BEEN VICTIMIZED TO BE BETTER TAKEN CARE OF AND TO BE PUT BACK ON THE PATH OF HEALING MUCH QUICKER.



# VICTIM WITNESS PROGRAM

MONO COUNTY DISTRICT ATTORNEY



# PROGRAM OVERVIEW

- THE MONO COUNTY VICTIM/WITNESS PROGRAM IS A DIVISION OF THE MONO COUNTY DISTRICT ATTORNEY'S OFFICE AND PROVIDES FREE SERVICES TO VICTIMS OF ALL CRIMES AS WELL AS SUPPORT SERVICES TO FAMILIES AND FRIENDS. A VICTIM DOES NOT HAVE TO REPORT A CRIME TO LAW ENFORCEMENT TO BE ELIGIBLE FOR SOME OF THE SERVICES THAT THE PROGRAM PROVIDES. THE OFFICE STAFFS PROFESSIONALS WHO ARE AVAILABLE, DEDICATED AND COMPASSIONATE WHEN IT COMES TO HELPING VICTIMS OF CRIME.





# SERVICES OFFERED

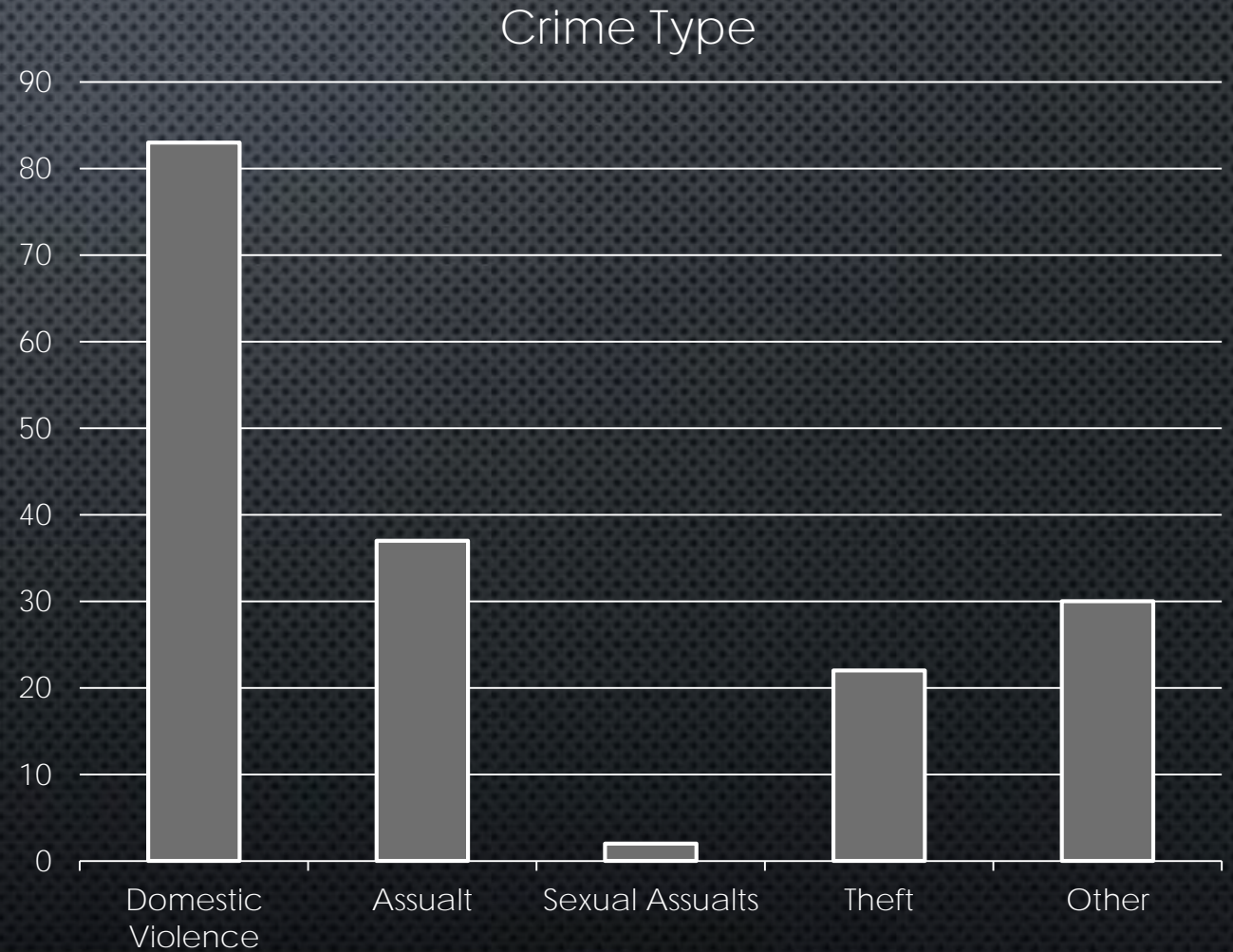
- **CRISIS INTERVENTION** – CRISIS INTERVENTION COUNSELING AND SUPPORT FOR VICTIMS.
- **EMERGENCY ASSISTANCE** – ASSISTANCE WITH MEETING IMMEDIATE NEEDS OF VICTIMS, SUCH AS FOOD, SHELTER, TRANSPORTATION, AND MEDICAL CARE.
- **EMERGENCY ADVOCATE CALL OUT** - OUR ADVOCATES ARE AVAILABLE FOR LAW ENFORCEMENT TO CALL OUT TO THE SCENE FOR CRISIS RESPONSE.
- **INTERVIEW ACCOMPANIMENT**- WHEN A VICTIM IS BEING INTERVIEWED BY LAW ENFORCEMENT/DEFENSE INVESTIGATOR OUR ADVOCATE CAN PRESENT WITH THE VICTIM.
- **REFERRAL COUNSELING** – DIRECTING VICTIMS TO COMMUNITY RESOURCES FOR ASSISTANCE.
- **ORIENTATION TO THE CRIMINAL JUSTICE SYSTEM** – EXPLAINING THE SYSTEM AND PROVIDING INFORMATION ABOUT CASES.
- **CASE DISPOSITION/STATUS** – KEEPING VICTIMS/WITNESSES AWARE OF THE INVESTIGATION AND PROSECUTION OF THEIR CASE.
- **PROPERTY RETURN** – ENSURING THE PROMPT RETURN OF PROPERTY USED AS EVIDENCE.
- **COURT ASSISTANCE/SUPPORT** – ASSISTING WITH COURT APPEARANCES, INCLUDING PROVIDING TRANSPORTATION TO AND FROM COURT.
- **RESTRAINING ORDERS** – ASSIST IN OBTAINING RETRAINING ORDERS, INCLUDING PROVIDING TRANSPORTATION TO AND FROM COURT.
- **RESTITUTION** – HELPING TO OBTAIN COURT-ORDERED RESTITUTION FROM CONVICTED OFFENDERS.
- **VICTIM OF CRIME CLAIMS** – ASSISTING VICTIMS IN PREPARING AND SUBMITTING APPLICATION TO THE STATE TO RECEIVE COMPENSATION FOR THEIR LOSSES SUCH AS LOST WAGES, MEDICAL EXPENSES.
- **PRESENTATIONS** – PROMOTING AWARENESS OF PROGRAM SERVICES TO THE PUBLIC, CRIMINAL JUSTICE AGENCIES AND VICTIM SERVICE ORGANIZATIONS.
- **TRANSPORTATION**- PROVIDE TRANSPORTATION TO AND FROM COURT.
- **RELOCATION**- ASSISTANCE WITH EMERGENCY RELOCATION FOR PROTECTION.
- **COMFORT DOG**- HOPEFULLY SOON WE WILL BE ABLE TO PROVIDE A COMFORT DOG FOR OUR VICTIMS AND STAFF!!!!



# SERVICES PROVIDED 2017-2018

322 VICTIMS

389 SERVICES GIVEN TO THOSE VICTIMS





# PROGRAM GOALS 2018-2019

## Education and Outreach

Organize informational trainings within the schools, law enforcement and community. Inform the public of their rights and services offered pursuant to the law if they ever become a victim of crime.

Attend community events and provide information about the program services  
Current events scheduled: Health and Safety Fair in Mammoth Lakes  
Bridgeport Founders Day.

## Create Policy and Procedures for the Program.

To help make sure our victims are receiving the best service and care. Each advocate will be trained to have knowledge of exactly what is required pursuant to Marcy's Law (Ca. Const. Art 1, section 28) and what services are available for every victim. How to respond to victims and their needs and work closely with our service providers and justice partners to assure services are being met. Work more closely with law enforcement partners and create better policy in order to respond quicker to victims of crime and provide immediate help.

## Training

Annual training to keep staff up to date with the latest techniques to address evolving victim services.







OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 15, 2018

**TIME REQUIRED**

**SUBJECT** Closed Session - Real Property  
Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Mammoth Mall, 126 Old Mammoth Rd., Mammoth Lakes, CA. Negotiating Parties: Mono County and Greenlaw Partners. Agency negotiators: Leslie Chapman, Stacey Simon and Tony Dublino

---

### RECOMMENDED ACTION:

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### FISCAL IMPACT:

---

### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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### History

Time	Who	Approval
5/10/2018 10:22 AM	County Administrative Office	Yes
5/10/2018 1:09 PM	County Counsel	Yes
5/10/2018 11:29 AM	Finance	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: CAO**

<b>TIME REQUIRED</b>	30 minutes (15 minute presentation, 15 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Patrick Hayes, General Manager, MCWD
<b>SUBJECT</b>	Mammoth Community Water District Presentation of Groundwater Report and Request for Board Support		

**AGENDA DESCRIPTION:**

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

Mammoth Community Water District presentation of groundwater report and request for Board to approve a letter to the Bureau of Land Management (BLM) requesting additional groundwater monitoring and mitigation measures related to geothermal development on lands under BLM's jurisdiction.

**RECOMMENDED ACTION:**

Receive presentation. Consider and provide direction regarding proposed letter to BLM. Provide any direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5415 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Agenda Item</a>
<input type="checkbox"/> <a href="#">Stakeholder BLM Letter</a>
<input type="checkbox"/> <a href="#">Key Findings</a>
<input type="checkbox"/> <a href="#">Wildermuth Report</a>
<input type="checkbox"/> <a href="#">Omat Letter</a>



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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/10/2018 3:15 PM	County Administrative Office	Yes
5/10/2018 1:45 PM	County Counsel	Yes
5/9/2018 4:18 AM	Finance	Yes



# County of Mono

## County Administrative Office

**Leslie L. Chapman**  
County Administrative Officer

**Tony Dublino**  
Assistant County Administrative Officer

**Dave Butters**  
Human Resources Director

**Jay Sloane**  
Risk Manager

**Date:** May 15, 2018  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Assistant CAO  
**Subject:** **Mammoth Community Water District presentation of groundwater report and request for Board to approve a letter requesting additional monitoring and mitigation measures**

**Recommended Action:**

Receive presentation. Consider and provide direction regarding proposed letter to BLM. Provide any direction to staff.

**Fiscal Impact:**

None.

**Discussion:**

Patrick Hayes, General Manager for the Mammoth Community Water District, will present and discuss the findings from a recent groundwater report by District's consultants, Wildermuth Environmental. The report calls into question specific assumptions that were a part of the 2014 environmental review conducted for Ormat's Casa Diablo IV expansion project. The District is requesting the permitting agency (Bureau of Land Management) impose additional monitoring and mitigation measures on the project and is seeking Board of Supervisors support in the form of a letter to the BLM.

The District has prepared the attached "Agenda Item," "Stakeholder BLM Letter" as well as the "Key Findings" from the Report and the "Wildermuth Report" itself.

The Board is requested to provide direction to staff on next steps and the desired level of County involvement in this issue.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

Tony Dublino  
Assistant CAO

## AGENDA ITEM

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**Subject:** MCWD Presentation, Discussion & Possible Letter of Support to BLM for Protection of Local Groundwater Supplies

**Information Provided By:** Pat Hayes, General Manager, Mammoth Community Water District

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### Background

Since 1957, Mammoth Community Water District has been providing reliable water and wastewater services to the Mammoth community. Our local water supply depends on two sources, surface water from snow melt to Lake Mary, and a system of nine groundwater wells. During good snow years, most of our local needs can be met with surface water. In drought years, when surface water is limited, the community relies on its groundwater wells. Both surface water and groundwater come from one source, winter snowfall in the Mammoth Creek basin.

During the drought years 2013-2015, the community relied almost exclusively on its wells. At the height of the drought in 2015, only well water sustained Mammoth Lakes. During this period, all local wells were drawn down substantially as there was no snow melt to recharge them. Only through diligent conservation by our customers were we able to provide water through the period.

Our groundwater is not located in traditional sedimentary basins. Because we are located in a volcanic region, the wells are located in a fractured rock groundwater reservoir. Over the course of geologic history, the United State Geological Survey reports that at least 26 separate volcanic eruptions have occurred at Mammoth Mountain. The surging and retreat of magma chambers underlying our region has expanded and contracted the earth's crust countless times, resulting in cracks, fractures and faults permeating the ground beneath us.

This thin layer of fractured rock overlies a geothermal reservoir. MCWD wells range in depth up to 700 feet below ground surface. The geothermal system lies some 1600 to 2000 feet below ground surface. The water district has long been concerned about potential hydraulic communication between the groundwater reservoir and the underlying geothermal reservoir. Several water district wells, notably Production Well 17 and Monitoring Well 26, have always had higher water temperatures, ranging from 70-80+ degrees F for Well 17 and over 100 degrees F for Well 26.

The MCWD concern revolves around the potential impacts of geothermal waters mixing with our groundwater supply. Geothermal waters are, not surprisingly, very hot, ranging in temperature between 360-380 degrees F. This water is kept in a liquid state because it is mostly confined under pressure. Mixing of high temperature water with our groundwater can raise that temperature to a point where it cannot be served. If the geothermal water pressure is reduced substantially by removal of this fluid through pumping, the zone can become depressurized, resulting in a boiling of these fluids and steam and heat rising through the fractured rock, in some cases, all the way to the surface.

Geothermal water is highly polluted. The water district's concern is particularly related to arsenic, a metal poisonous to humans. The arsenic content of the geothermal fluids is 130 times the maximum contaminant level allowed by the US Environmental Protection Agency for drinking water. Intermingling of geothermal fluid with our community's groundwater is of great concern.

Over 30 years ago, geothermal extractions and power production began in the area immediately to the east of Highway 395 and the Highway 203 junction. The area is known as Casa Diablo. The initial two phases of geothermal development consisted of wells in the immediate vicinity of that location east of the Town of Mammoth Lakes. In the course of that project, geothermal fluids were extracted by means of wells, passed through a heat exchange used to vaporize iso-butane, and the pressurized iso-butane used to drive turbine generators. The now-cooled geothermal fluid was reinjected into the geothermal reservoir by injection wells.

In 1991, the geothermal project owner realized that reinjection of cooled fluids into the reservoir's heat source was cooling the zone and reducing the available heat for power generation. Consequently, the owner started experimenting with the depth of reinjection. When the project owner changed the reinjection zone in 1991, USGS subsequently documented the resulting phenomenon known as a "boil off". The change in reinjection reduced the pressure of the geothermal reservoir. Reduction in pressure on high temperature water causes it to boil. The heat and steam rise through cracks and fractures in the rock. When these reached the groundwater zone where the owner's well for domestic water supply was located, the groundwater boiled off. The result was the total loss of groundwater in the owner's well. USGS has been studying the Long Valley Caldera in which Casa Diablo is located for well over 40 years. The USGS documented these events in a peer reviewed published report. In the intervening 27 years, the groundwater has not returned.

MCWD concerns about possible impacts from geothermal power development in the region began with the proposed expansion to a third phase in 2005. The reason for concern was that the proposed well locations for two new geothermal extraction wells in an area just east of Shady Rest Park and much closer to MCWD groundwater production. Both USGS and MCWD expressed these concerns but they went unheeded by BLM in the licensing process. MCWD, because of these concerns, at its own expense installed Monitoring Well 26 at the MCWD headquarters.

USGS has been studying the tree die off occurring in the Basalt Canyon, a small canyon running northwesterly from the intersection of Highways 395 and 203 for many years. The tree die off began at the easterly end of the canyon and subsequently has advanced northwesterly. Initially USGS thought that the tree die off was caused by the volcanic activity. The tree kill area has accelerated westerly since the third geothermal project was brought on line and production began in 2006 from the two new wells, 57-25 and 66-25. Fumaroles have appeared in this area as well. In an effort to explain what was causing the tree die offs, USGS began sampling for iso-butane a few years ago and found this in the vapors and soil moisture at the ground surface in the tree kill areas. As this is a man-made substance and the only source is the geothermal power production process as noted above, the USGS has concluded that in fact the geothermal power production, rather than volcanic activity, is the cause of the tree die off. It is also clear indication that there is no impermeable barrier preventing gases, steam and heat from reaching the surface.

The fourth geothermal expansion project, known as Casa Diablo IV, was proposed in the early 2010's. The project proponent developed the FEIS/FEIR documents with its own experts. Their modeler for the geothermal reservoir constructed a model based on the assumption of no connectivity between the geothermal reservoir and the community's groundwater system. They produced no evidence to support this

conclusion. The environmental documents subsequently approved for the project state that there is an impermeable barrier separating the two systems.

MCWD expressed its concerns about these statements, the validity of the model and the assumption of an impermeable barrier, throughout the environmental review process, but no action was taken to determine if in fact there was any connection between the two systems.

After approving the environmental documents, BLM as the permitting agency for the CD-IV project, issued a Groundwater Monitoring and Mitigation Plan (GMRP) in part as a response to MCWD's concerns. The plan includes some shallow and one geothermal monitoring well within the BLM geothermal lease area, and one shallow monitoring well at the RV Park site on Highway 203. MCWD requested, but BLM denied the requirement for a second geothermal monitoring well at the RV Park site. The GMRP contains no 'bright lines' as to what constitutes an adverse impact. It presents remediation solutions should we lose some portion of the groundwater supply to simply drill more wells into the same aquifer; this is infeasible as to both the time it would take to do so and whether the aquifer would be able to produce.

MCWD believes this well, referred to as BLM-2, is critical to determining in advance potential adverse impacts to our community's groundwater from the expansion of geothermal pumping much closer to groundwater wells. The reason is that managing geothermal pressures in the reservoir is critical. Removing fluids lowers pressures. Reinjecting them miles away may have little, no or much delayed effect on these pressures. The BLM-2 well will allow a transect to be established whereby the pressures between BLM-2 and the other geothermal monitoring Well 28-25 can be continuously monitored. An equal pressure between the two wells is ideal. On the contrary, a difference in pressure between the two indicates water would flow from the higher to the lower pressure. If this occurs, water could be drained through faults from the groundwater wells, or, if the opposite, geothermal fluids could come into the groundwater system. Another possibility is depressurizing the geothermal reservoir leading to a boil off of groundwater as described above.

## **Discussion**

As noted above, the approval of the environmental documents by BLM rested squarely on the assumption of an impermeable barrier separating the geothermal reservoir from the community's groundwater system. With this assumption in place, there is therefore purported to be no impact and thus no mitigation required to address any impacts. These documents received the CEQA approval on July 17, 2014. At the time, there was no data available to prove or disprove the assumption of an impermeable barrier.

Since then, new information has been collected by USGS. Starting in late 2015, and quarterly since that time, USGS have been collecting water quality data from a number of wells, including MCWD's Monitoring Well 26 and Production Well 17, and other monitoring wells located in the geothermal lease area.

MCWD has been using the consulting services of Wildermuth Environmental, Inc. (WEI) for over 25 years to analyze our groundwater system, develop and advance the groundwater model, advise on new well locations and design new production wells. The water district contracted WEI to perform analysis on the two years of water quality data collected over the period 2015 to the end of 2017 by USGS.

Their findings are presented in the report entitled, "New Scientific Analysis Confirms Ormat's Geothermal Expansion Project Presents Significant Threat to Mammoth Lakes' Groundwater", March 15, 2018. The report analyzed the data collected by USGS and published on their public website. This analysis looked at the ratios of conservative elements chloride, boron and bromide. Ratios of chloride to boron and chloride to



bromide are important ratios because geothermal fluids found in the Mammoth Lakes area have particular ratios.

The analysis shows that MCWD Production Well 17 and Monitoring Well 26 both show the presence of geothermal fluids in these wells. These results clearly demonstrate that the assumption made in the approved environmental documents is incorrect. There is clear hydraulic connectivity between the two systems.

Well 17 is the water district's best producing well. In the drought year 2015, this well provided over 20% of the community's water supply. This well's temperature runs hotter the more it is pumped, and was over 80 degrees F when pumped hard. The well is high in arsenic, with a content of over 100 parts per billion, ten times the legal limit for potable water. The analysis of the USGS data shows this well has 3-5% mixing of geothermal fluids in it. Geothermal water has arsenic at 130 times the maximum contaminant level allowed by the USEPA. To use this well under this level of mixing, the water must be blended with other wells and go through an arsenic removal process.

The ability to remove arsenic is limited, and expensive. The water district is concerned that this well is already under the influence of geothermal fluids and that the increased pumping that will occur with the implementation of the Casa Diablo IV project will likely exacerbate this already tenuous situation.

The Mammoth Community Water District wants BLM to do the following:

1. Require the project proponent at its expense to install BLM-2 geothermal monitoring well at the RV Park location, have it instrumented and made a part of the Groundwater Monitoring and Response Plan, and conduct as a minimum an 18 month baseline monitoring period before the project can start up
2. Have USGS monitor this well for water quality, temperature and pressure over the life of the CD-IV project, and have USGS be given responsibility for determining if adverse impacts are occurring
3. Place in the GMRP 'bright lines' to indicate what constitutes adverse conditions, and detailed responses for when pressures fluctuates, pressure gradients develop, water quality changes, and loss of the groundwater resource is predicted or actually occurring
4. If adverse impacts occur leading to the loss of water quality or the groundwater resource that our community depends upon, have strong language built in to the GMRP that requires the project proponent to make the water district whole.

BLM is the regulatory agency for this lease of federal geothermal asset to the project proponent. They have not required the BLM-2 well. If they do not require this well, the water district is prepared to pay for the drilling of this well and have it made a part of the plan. The water district's position is that the project proponent pay this cost.

## **Fiscal Impact**

This discussion will have no fiscal impact at this time.

## **Requested Action**

That the [Mono County Board of Supervisors] [Town Council of the Town of Mammoth Lakes] discuss and

provide a letter of support on behalf of the Mammoth Community Water District to the Bureau of Land Management.

# Stakeholder BLM Letter

[Logo]

DATE, 2018

**Steve Nelson, Field Manager**  
**Bishop California Bureau of Land Management (BLM) Field Office**  
351 Pacu Lane, Suite 100  
Bishop, CA 93514

## **RE: BLM must act to protect Mammoth's groundwater supply**

Dear Mr. Steve Nelson,

The Mammoth Lakes community depends on groundwater for drinking and daily use in our homes and businesses, especially in drought years. Underlying Mammoth's groundwater is a geothermal reservoir that Ormat is planning to exploit through the CD IV.

The CD IV Project EIR/EIS stated that the two systems are separated by an impermeable barrier, therefore no significant impact is anticipated and no mitigation was proposed. New analysis by Wildermuth Environmental, Inc. of USGS data collected over the last two years from MCWD's wells and monitoring wells in the geothermal lease area conclusively indicates that geothermal fluids are contaminating two of MCWD's wells.

This new information questions the environmental documents assumption of the impermeable layer and its ability to protect the town's groundwater resources. Two of Mammoth's wells are already being impacted by geothermal fluids. Before Ormat's Casa Diablo IV (CD-IV) Project goes forward, BLM, as the regulator, must reassess this now-known connection between the two systems.

[I] or [We] think it is time for BLM to implement measures that will ensure the community has a safe water supply before allowing the CD IV project to start construction. Geothermal waters are highly polluted, especially with poisonous arsenic, an EPA regulated contaminant. The new data and analysis indicate Mammoth Community Water District's (MCWD) production Well 17 has 3% to 5% geothermal intrusion, resulting in arsenic levels 10 times the maximum contaminant level. MCWD must blend this well water with other wells and perform treatment to remove the arsenic in order to meet regulatory requirements

### **What are we asking BLM to do?**

Based on this new information, we ask that you take increased regulatory action to protect Mammoth's groundwater supply by:

- 1. Modifying your Groundwater Monitoring and Response Plan (GMRP) so that it clearly defines actionable thresholds and requires feasible mitigation to replace water supplies in the instance contamination makes it unusable.;**
- 2. Requiring Ormat to install at its expense the necessary second deep monitoring well (known as BLM 2);**
- 3. Including data from BLM 2 into the 18-month baseline data collection period; and**

## Stakeholder BLM Letter

### 4. Establishing United States Geological Survey (USGS) as the primary consulting entity to assess and report on the CD IV monitoring data.

This new data and analysis shows that there is geothermal fluid mixing with our groundwater, indicating that the assumption of an impermeable barrier is incorrect. BLM needs to recognize this fact and take appropriate steps now to protect Mammoth's groundwater.

Our Mammoth community deserves safe, high quality and reliable water. We do not oppose Ormat's CD-IV project; however, BLM must take these much-needed regulatory actions to protect our water and our community.

Signed,

<Insert Signature>

Suggested CC:

**Governor Edmund G. Brown**  
c/o State Capitol, Suite 1173  
Sacramento, CA 95814

**Senator Diane Feinstein**  
United States Senate  
331 Hart Senate Office Building  
Washington, D.C. 20510

**Secretary Ryan Zinke**  
Department of Interior  
1849 C St., N.W.  
Washington, D.C. 20240

**Paul Thomsen, Executive Director**  
Government and Regulatory Affairs  
Ormat Technologies, Inc.  
6225 Neil Road  
Reno, Nevada 89511

**Mayor John Wentworth**  
Town of Mammoth Lakes  
PO Box 1609  
Mammoth Lakes, CA 93546

**Supervisor Stacy Corless**  
Mono County Board of Supervisors  
PO Box 715  
Bridgeport, CA 93517

**Danielle Chi**  
Deputy State Director, Natural Resources  
Bureau of Land Management  
2800 Cottage Way Suite W1623  
Sacramento, CA 95825

# Wildermuth Report Key Findings

## Executive Summary

The Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for Ormat's proposed Casa Diablo IV (CD-IV) Geothermal Project was certified in 2014. The certified EIR/EIS states that the geothermal fluids are physically separated by an impermeable barrier from Mammoth Community Water District's (MCWD) groundwater system and water supply wells. Therefore, because the two systems were assumed to be physically separated, no mitigation for possible impacts was required. MCWD never presumed that the two systems were hydraulically separated and challenged the EIR/EIS in part on that basis. It asked that the United States Geological Survey (USGS) collect water quality samples from wells in the region starting in late 2015. The report prepared by Wildermuth Environmental reviews the new USGS data. These data show that the assumption of an impermeable barrier is wrong and that the data collected by USGS establish a hydraulic connection exists between the two systems. This hydraulic connection presents significant risks to MCWD's groundwater supply on which the community depends for potable water. MCWD does not oppose the CD-IV Project, but is seeking appropriate mitigation to help detect and protect against adverse impacts from geothermal fluids to its groundwater before they occur.

## Discussion

The Wildermuth report analyzes monitoring data collected by the United States Geological Survey (USGS). USGS has been collecting quarterly water quality data since 2015 from eight water production and monitoring wells in the Mammoth community's groundwater basin and within the Bureau of Land Management (BLM) geothermal lease area used by Ormat. The quarterly observations during this multi-year period consistently demonstrate evidence of intermixing between MCWD's shallow groundwater aquifer and Ormat's deep geothermal reservoir. The report concludes that a hydraulic connection exists between the two systems. This shows that the conclusion that there is no hydraulic connection (i.e. an impermeable barrier) in the EIR/EIS for Ormat's CD-IV Project is wrong.

Evidence of intermixing and a hydraulic connection is demonstrated through the following report findings:

1. **Presence of thermal waters:** Geothermal fluids have particular ratios of conservative elements (chloride to boron and chloride to bromide). The concentration ratios found in the USGS data consistently show that MCWD wells P17 and M26 contain small percentages of geothermal fluids ranging from 3% to 5%, mixed into the groundwater. If Mammoth's groundwater basin and Ormat's geothermal reservoir were physically separated, geothermal fluids would not be present in Mammoth's groundwater basin.
2. **Higher concentrations of elements associated with geothermal fluids:** Elements associated with geothermal fluids are present in higher concentrations in the warmer groundwater wells P17 and M26 compared to colder groundwater wells. USGS monitoring data demonstrates:
  - a. Arsenic concentrations were 25 times greater on average



- b. Boron concentrations were 9 times greater on average
- c. Bromide concentrations were 5 times greater on average
- d. Chloride concentrations were 7 times greater on average

If the assumptions in the EIR/EIS for the CD-IV Project were correct, then we would not expect to see higher concentrations of these elements in Mammoth's groundwater.

Arsenic is an EPA regulated contaminant limited to 10 parts per billion in potable water. Geothermal waters in the Mammoth area contain 1300 parts per billion. Even a small increase in the geothermal fluids present in well P17 will overwhelm treatment capabilities and likely make the well unusable. In the drought year 2015, this well provided up to 25% of Mammoth's water. Losing this well would be catastrophic to the Mammoth community.

- 3. **Physical changes to water quality:** Temperatures are about 22 degrees warmer in the MCWD wells P17 and M26 compared to colder temperature MCWD wells. Those same wells are also twice as salty on average. Warmer temperatures and higher salinity would not occur if Ormat's geothermal reservoir and Mammoth's groundwater basin were physically separated by an impermeable barrier.

## Conclusions and Recommendations

The groundwater system directly overlies the geothermal system, and the existence of a hydraulic connection between the two systems presents significant threats to Mammoth's groundwater supply. Once CD-IV operations begin, adding up to 16 new geothermal wells to extract geothermal fluids and reinject spent fluids, the project will place new stresses on the system, potentially creating changes in underground pressure that could present the following threats to Mammoth's groundwater:

- 1. **Loss of groundwater to the geothermal system:** Extracting and reinjecting geothermal fluids affects the pressure in the geothermal zone. Mismanagement of those pressures, specifically pressure reductions, means that the groundwater will flow downward through fissures and cracks and be lost to the geothermal system and that the sustainable yield of the groundwater system relied upon by MCWD will be reduced thereby reducing the reliability of the MCWD water supply.
- 2. **Water quality impacts of increased arsenic to the groundwater system:** Geothermal waters have extremely high arsenic concentrations, on the order of 1300 parts per billion. Potable water must be below 10 parts per billion. Already MCWD's well P17 is at 100 parts per billion due to geothermal fluid intrusion. An increase in those fluids in the groundwater system caused by geothermal extraction and reinjection could increase arsenic to levels that MCWD cannot treat effectively, and the major production well would be lost.
- 3. **Boil-off of groundwater due to geothermal reservoir depressurization:** Ormat increased pumping and increased the depth where it was reinjecting spent geothermal fluids in 1991 in the Casa Diablo geothermal system. The result created a localized depressurization in the geothermal system, leading to: vaporization of the geothermal fluid which caused steam to rise through the fractured ground creating a ground surface hazard; and depletion of the

groundwater system in that area and the loss of a water supply well used by Ormat (source: USGS Report: *Deformation near the Casa Diablo geothermal well field and related processes Long Valley caldera, Eastern California, 1993-2000*, J. Howle *et al*, Journal of Volcanology and Geothermal Research – available [here](#)). Such an event in the Mammoth groundwater system would be catastrophic by contaminating or completely depleting MCWD's water supply wells.

The analysis of the new water quality data, collected by USGS since 2015, clearly indicates an intrusion of geothermal fluids in MCWD wells P17 and M26. This fact invalidates the assertions in the approved EIR/EIS. These fluids present a very significant risk to MCWD's groundwater supply, most immediately of the potential loss of at least one very significant well. That outcome would be catastrophic to the community's water supply. As a result, the EIR needs to be reopened to address these very real concerns. Additional monitoring wells, starting with deep well BLM2, must be installed and placed into operation before the CD-IV Project's baseline pumping period begins. Clear trigger points must be established for analyzing potential harm to the public water supply and a response plan must be put in place to guarantee protection of MCWD wells.



March 15, 2018

Mr. Patrick Hayes, General Manager  
Mammoth Community Water District  
1315 Meridian Blvd.  
Mammoth Lakes, CA 93546

**Subject:** *Groundwater Quality Monitoring West of the CD-IV Geothermal Area, Long Valley Caldera, California*

Dear Mr. Hayes:

Per your request, Wildermuth Environmental, Inc. (WEI) reviewed the new data regarding groundwater quality in the Casa Diablo IV (CD-IV) geothermal area that has been collected since the Great Basin Unified Air Pollution Control District certified the Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the CD-IV Project on July 17, 2014. This letter report discusses our scientific observations and conclusions regarding these new data. As discussed in this letter report, the new data regarding water temperatures and groundwater quality that have been collected since July 17, 2014 indicate that the shallow groundwater aquifer from which the Mammoth Community Water District (MCWD) pumps water for its customers and the deep geothermal reservoir from which the CD-IV Project would pump geothermal fluids have some hydraulic connectivity and are not completely isolated from each other. This evidence is very serious for the MCWD, because, with such hydraulic connectivity, the CD-IV Project could cause depletions to or contamination of the shallow groundwater aquifer that is a critical component of the MCWD's water supplies.

## Background

### **Potential Impacts of Casa Diablo IV Project on MCWD Water Supplies**

The CD-IV Project would expand the gross electrical generation in the Long Valley Caldera from 40 megawatts electric MWe (gross) to approximately 80 MWe (gross) through the

extraction of geothermal fluids at higher rates by existing and new wells in Basalt Canyon and the conveyance of these geothermal fluids to a new binary generation facility that would be located northwest of the existing Casa Diablo facilities.

Up to sixteen geothermal wells (two existing and fourteen new) are proposed for the CD-IV Project. Fourteen of the wells would be located in the Basalt Canyon area and two wells would be located southeast of proposed new power plant, east of U.S. Highway 395. Each of these wells might be used for either production or injection of geothermal fluids. Figure 1 shows the locations of the existing and proposed new Basalt Canyon geothermal wells. The new geothermal production wells would be drilled to between 1,600 and 2,000 feet-below ground surface and would provide capacity for the Project to increase total geothermal production from the current rate of approximately 12,000 to about 18,000 gallons per minute. The new injection wells would be located and operated to discharge the geothermal fluids back into the geothermal reservoir after the heat from them is used to generate electricity.

The CD-IV Project would place new stresses on the region's complex hydrologic system. The CD-IV Project's proposed new wells and associated pumping would be located about two miles from MCWD's well field. The MCWD is concerned that geothermal pumping from the CD-IV Project may reduce the supply of groundwater available to the MCWD from the Mammoth Groundwater Basin and may degrade the water quality of waters in the shallow groundwater aquifer used by the MCWD. Specifically, if there is a long-term imbalance between new geothermal production and injection in Basalt Canyon, then the resulting reductions in piezometric pressures in the geothermal reservoir may cause groundwater to seep downwards into the geothermal reservoir. Such pressure reductions in the deep geothermal reservoir also may cause the geothermal fluids in the reservoir to boil and release steam and other gases that could seep upwards through fractures and contaminate the shallow groundwater aquifer used by the MCWD. As documented by Sorey et al. (1993)<sup>1</sup> and Howle and Farrar (1996),<sup>2</sup> rapid pressure declines in the geothermal reservoir near the Casa Diablo geothermal well field occurred between 1991 and mid-1992. Pressure declines in the geothermal reservoir led to boiling in the overlying shallow groundwater system, which subsequently led to the release of steam through faults and fractures (Howle et al., 2003).<sup>3</sup> Howle et al. (2003) document that by August

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<sup>1</sup> Sorey, M.L., Farrar, C.D., and Marshall, G.A. (1993). Hydrologic and topographic changes in Long Valley caldera, California, induced by geothermal development 1985-1992. *Proceedings from the 15<sup>th</sup> New Zealand Geothermal Workshop*, p. 149-154.

<sup>2</sup> Howle, J.F. and Farrar, C.D. (1996). Hydrologic data for Long Valley caldera, Mono County, California, 1987-93. *U.S. Geological Survey Open-File Report 96-382*, 286 pp.

<sup>3</sup> Howle, J.F., Langhbein, J.O., Farrar, C.D., and Wilkinson, S.K. (2003). Deformation near the Casa Diablo geothermal well field and related processes Long Valley caldera, Eastern California, 1993-2000. *Journal of Volcanology and Geothermal Research*, 127,363-390.

1993, diffuse steam discharge had spread more than one-kilometer (0.62-miles) west, northeast, and southeast of the Casa Diablo geothermal well field.

These changes in conditions may not become apparent immediately after the start of CD-IV Project operations and could take several years to manifest themselves in groundwater monitoring data. The seepage volume from the shallow groundwater aquifer to the geothermal reservoir probably could appear to be comparatively small and unnoticeable to ORNI 50, LLC (ORNI), the project developer, and at the CD-IV well field, but could be significantly large to the MCWD and the Town of Mammoth Lakes.

### EIS/EIR Certification and Subsequent Data Collection

On July 17, 2014, the Great Basin Unified Air Pollution Control District's Air Pollution Control Officer, Theodore Schade, certified the EIS/EIR for the CD-IV Project.

On January 13, 2017, the United States Department of the Interior, Bureau of Land Management (BLM), approved the CD-IV Groundwater Monitoring and Response Plan (GMRP). The GMRP established a monitoring network for the shallow groundwater aquifer and deeper geothermal reservoir and specifies details of monitoring frequency, sample collection, and analyses.

Table 1 lists the wells to be sampled for geochemical analyses under the GMRP. Figure 1 shows the locations of these wells. As specified in the GMRP, the United States Department of the Interior, Geological Survey (USGS), has coordinated and performed, and will be coordinating and performing, the quarterly sampling from the shallow groundwater aquifer, the dual-nested monitoring wells, and some of the geothermal reservoir monitoring and production wells (see entries in column titled "Monitoring Entity" in Table 1), and the analyses of these samples. From 2016 to October 2017, the USGS conducted eight sampling events from the shallow groundwater aquifer and dual completion monitoring wells (28A-2501, 28A-2502, and 14A-2501, and 14A-2502) as part of its actions under the GMRP.

The USGS has also sampled deep geothermal reservoir wells 57-25 and 66-25. However, the data from this sampling have not been published to the USGS's National Water Information System (NWIS), because ORNI has taken the position that these data are proprietary, and has required the USGS to enter into a non-disclosure agreement that prevents the disclosure of these data.

### Unresolved Issues

One of the fundamental determinations in the CD-IV Project EIS/EIR was that the available geologic and geochemical data indicated that the shallow groundwater aquifer used by the MCWD was physically separated and completely isolated from the deeper geothermal reservoir from which the CD-IV Project would pump geothermal fluids. The EIS/EIR describes a physical geologic barrier separating the shallow groundwater aquifer from the



deeper geothermal reservoir as a thick, low-permeability section of altered Early Rhyolite to mostly impermeable clays. Statements in the EIS/EIR regarding alleged physical separation and complete isolation between the shallow groundwater aquifer and deeper geothermal reservoir are on the following pages: D-25, D-27, D-35, D-36, D-39, D-42, D-43, D-44, D-46, D-47, and D-48.<sup>4</sup> For example, on page D-47, the EIS/EIR states: “The shallow cold groundwater aquifers farther west in the Mammoth Groundwater Basin are separated from the underlying geothermal system by thick altered and impermeable sections of ash-rich Early Rhyolite.” Based on this determination that the deeper geothermal reservoir is physically separated from the overlying shallow groundwater aquifer, the EIS/EIR discounted the potential impacts of the proposed CD-IV Project on the overlying shallow groundwater aquifer and did not include any monitoring or mitigation measures to protect this aquifer from any stresses that may be caused by the new geothermal pumping.

The CD-IV Project EIS/EIR asserts that groundwater quality monitoring data from the Long Valley Caldera support the EIS/EIR’s determination that the shallow groundwater aquifer is physically separated from the deeper geothermal reservoir because the chemical signature of geothermal fluid is distinct from the chemical signature of groundwater. However, the EIS/EIR relies on only a very small and incomplete water quality dataset to make this determination. Table 2a contains a summary of water quality data collected from sampling sites in the Long Valley Caldera, including the eight MCWD production wells and one monitoring well, between 1984 and 2011, as reported by Sorey (2011).<sup>5</sup> As Table 2a shows, for the period between 1984 and 2011, there are no complete or multi-year water quality datasets for the shallow groundwater aquifer. Instead, the groundwater quality data presented in Sorey (2011) and relied upon in the EIS/EIR consist primarily of data regarding physical parameters (temperature, pH, TDS, and specific conductance) and results from a single cation-anion analysis of the MCWD wells, based on data collected by the USGS from these wells in August 2011 (unpublished data).

Sorey (2011) concedes that, because of limitations on laboratory accuracy and precision, these data may not conclusively demonstrate the EIS/EIR’s determination of physical separation and complete isolation of the shallow groundwater aquifer and the deeper geothermal reservoir:

Measured concentrations of Cl and other conservative cations for the MCWD wells are most likely to be low enough that they are close to, and influenced by, the limits of laboratory accuracy and precision for these elements. Thus some, if not most, of the variability in reported cation concentrations and ionic ratios may be

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<sup>4</sup> “D” refers to Appendix D in the EIS/EIR.

<sup>5</sup> Sorey, M.L. (2011). *Hydrologic and Geochemical Analyses of Reservoir Fluids in the Geothermal and Groundwater Systems in the Western Part of Long Valley Caldera*. Prepared for Ormat, Nevada, Inc.

primarily related to laboratory limitations for accurate determinations or relatively low cation concentrations. (Sorey (2011), p. 7)

Sorey (2011) also concedes that the conclusion that the shallow groundwater aquifer is physically separated from the deeper geothermal reservoir is potentially flawed due to the limitations of the laboratory's reported accuracy and because there was no multi-year analysis of conservative elements by the same laboratory, which could have assessed any data trends. (Sorey (2011), pp. 8, 9, 10, 12, and 18.)

### Objectives of Present Investigation

The objectives of the present investigation that is described in this report were: 1) to document the groundwater quality data relied upon in the CD-IV Project EIS/EIR (all of which were collected before July 17, 2014); 2) to document the new groundwater quality data collected and reported by the USGS under the GMRP since July 17, 2014; and 3) to analyze the new data to test the determination in the CV-IV Project EIS/EIR that there is a hydraulic separation between the shallow groundwater aquifer and the deeper geothermal reservoir and that they are completely isolated from each other.

### Pre-July 17, 2014 and Post-July 17, 2014 Groundwater Quality Data

Geochemical research and analyses of data collected in the Long Valley Caldera that were performed by the USGS Volcanic Monitoring Program and Long Valley Hydrologic Advisory Committee (LVHAC), Sorey et al. (1991),<sup>6</sup> Evans et al. (2002),<sup>7</sup> Brown et al. (2013),<sup>8</sup> as well as several other researchers, examined the relationships between the data collected from non-geothermal waters and geothermal fluids, using data concerning water temperatures, concentrations and ratios of conservative elements, and isotopes.

For this investigation, we divided the available groundwater quality data into two bins: (a) pre-July 17, 2014 data, and (b) post-July 17, 2014 data. The pre-July 17, 2014 data are listed in Table 2a and the post-July 17, 2014 data are listed in Table 2b. Figure 2 shows the locations of the sampling sites for the data listed in Tables 2a and 2b.

Table 2a shows that the pre-July 17, 2014 data:

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<sup>6</sup> Sorey, M.L., Suemnicht, G.A., Sturchio, N.C., and Nordquist, G.A. (1991). New evidence on the hydrothermal system in Long Valley caldera, California, from wells, fluid sampling, electrical geophysics, and age determinations of hot-spring deposits. *Journal of Volcanology and Geothermal Research*, 48, 229-263.

<sup>7</sup> Evans, W.C., Sorey, M.L., Cook, A.C., Kennedy, B.M., Shuster, D.L., Colvard, E.M., White, L.D., and Huebner, M.A. (2002). Tracing and quantifying magmatic carbon discharge in cold groundwaters: lessons learned from Mammoth Mountain, USA. *Journal of Volcanology and Geothermal Research*, 112, 291-312.

<sup>8</sup> Brown, S.T., Kennedy, B.M., DePaolo, D.J., Hurwitz, S., and Evans, W.C. (2013). *Geochimica et Cosmochimica Acta*, 122, 209-225.

- Primarily are for physical parameters (temperature, pH, TDS, and specific conductance) and the results from a single cation-anion analysis of data collected from the MCWD wells by the USGS in August 2011 (unpublished data);
- Contain multi-year data gaps in the water quality records;
- Are based on, at most, only one sample being collected each year; and,
- Do not have any consistencies regarding the sampling and testing of specific analytes (arsenic, boron, bromide, chloride, silica).

In contrast, Table 2b shows that the post-July 17, 2014 water quality data:

- Are for both physical parameters and cation-anion analyses, for both the MCWD production and monitoring wells and the new 28A-25 and 14A-25 dual-nested monitoring wells;
- Were collected by the same sampling entity (USGS), at the sampling frequency, and analyzed by the same water quality lab [USGS National Water Quality Lab (NWQL) in Denver, CO]; and,
- Are the results<sup>9</sup> of the NWQL's consistent and state-of-the art methodology with extremely low-detection levels. For example, the lowest chloride concentration in MCWD-17 (8.59 mg/L measured on July 18, 2017) is approximately 400 times that of the NWQL's reporting limit for chloride.

### Physical Water Quality Data (Water Temperatures, pH, Specific Conductance, and Total Dissolved Solids)

Figure 3 contains plots of the temperature data for the geothermal fluids and non-geothermal waters that were collected between August 2005 and October 2017. Temperature data from the Basalt Canyon wells are shown in Brown et al. (2013) and additional temperature data were recorded during the Basalt Canyon 2015 Memorial Day Flow Test. No other temperature data have been reported by the USGS or ORNI for the Basalt Canyon wells since implementation of the GMRP began. Temperature data for MCWD wells collected before July 17, 2014 were derived from the MCWD's continuous down-hole temperature sensors. Beginning in 2016, temperature measurements were obtained from USGS measurements recorded at the time of the quarterly groundwater quality sampling events.

#### Pre-July 17, 2014 Data

The two data points for pre-July 17, 2014 data shown in the upper left part of Figure 3 (from Well 57-25) indicate that fluid temperatures from Basalt Canyon wells were approximately 170°C. Temperatures in MCWD wells before July 17, 2014 were between

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<sup>9</sup> The groundwater quality data published on NWIS are currently flagged by the USGS as "provisional." Provisional data are defined by the USGS as, "Data that has not received [the] Director's approval and as such are provisional and subject to revision." At the time of writing, Evans (USGS) is currently in the process of reviewing and approving the post-July 17, 2014 groundwater quality data (Evans, written communication, February 9, 2018).

approximately 8 and 28°C, with waters in MCWD-16, -17, -20, and -26 being the warmest. Figure 3 shows that there was a distinct temperature difference between the temperatures in MCWD-1, -6, and -15 (about 9°C) and those in MCWD-16, -17, -20, and -26 (about 14 to 24°C).

#### Post-July 17, 2014 Data

As shown by the four data points for Wells 57-25 and 66-25 in the upper right part of Figure 3, the fluid temperatures measured from Basalt Canyon wells in 2015 ranged from approximately 175 to 190°C. Between 2016 and 2017, temperatures from the new dual-nested monitoring wells (28A-2501 and 28A-2502), which are located between the MCWD production well field and Basalt Canyon, ranged from approximately 42 to 46°C. The distinct differences between the temperature data for MCWD-1, -6, -15, and -25 (an average of about 9°C) and the temperature data for MCWD-16, -17, -20, and -26 (an average of about 20°C) are still apparent in the post-July 17, 2014 data. MCWD-26 continued to be the warmest MCWD well, with groundwater temperatures near approximately 37°C since July 17, 2014—approximately 25 degrees C warmer than the MCWD colder-temperature wells (MCWD-1, -6, -15, and -25).

Table 3 summarizes the physical water quality parameters for data from the Basalt Canyon wells, data from the new dual-nested monitoring wells (28A-2501 and 28A-2502), and data from the MCWD production and monitoring wells. Pre-July 17, 2014 data from Basalt Canyon wells are shown in the table because these are the only available data from Basalt Canyon, and they are used in the comparisons of data for geothermal versus non-geothermal fluids. For the other wells, only data collected after July 17, 2014 are listed in this table.

Table 3 shows that temperatures and total dissolved solids (TDS) concentrations were much higher in geothermal fluids than in the non-geothermal waters, and that the geothermal fluids were slightly more acidic (slightly lower pH values) than the non-geothermal waters. This table also shows that there were higher temperatures, specific conductance (SC) values and TDS concentrations and lower pH values in the dual-nested monitoring wells and the warmer-temperature MCWD wells than in the colder-temperature MCWD wells. For example, the SC values of data from the dual-nested monitoring wells and the warmer-temperature MCWD wells ranged from approximately 336 to 581  $\mu\text{S}/\text{cm}$ , while the SC values for data from the colder-temperature MCWD wells ranged from 204 to 345  $\mu\text{S}/\text{cm}$ . Similarly, the TDS concentrations of the warmer-temperature MCWD and the dual-nested monitoring wells were substantially higher (240 to 433 mg/L) than those of the colder-temperature MCWD wells (143 to 229 mg/L).

If the determination in the CD-IV Project EIS/EIR that the Early Rhyolite forms an impermeable barrier that physically separates and completely isolates the shallow groundwater aquifer from the deep geothermal reservoir were correct, then we would

not expect to see such warmer temperatures or higher TDS or specific conductance values in the data from the MCWD warmer-temperature wells or in the dual-nested monitoring wells. However, the post-July 17, 2014 data from such wells show such warmer temperatures and higher TDS and specific conductance values. These new data from these wells indicate that waters in the shallow groundwater aquifer may already be affected by fluids from the deep geothermal reservoir, and thus that the shallow cold groundwater aquifer and the deep geothermal reservoir may be hydraulically connected.

It is conceivable that the anomalously warmer temperatures in some of the MCWD wells could be explained by high conductive heat flow from the underlying deep geothermal reservoir, as discussed by Sorey (2011). For this reason, the fluid temperature data alone are not sufficient to make the determination whether or not the observed warmer fluid temperatures in some of the MCWD wells are a result of conductive heating, intermingling between the shallow cold groundwater aquifer and deep geothermal reservoir, or both. Nevertheless, the warmer fluid temperatures measured in the MCWD production and monitoring wells, and the 28A-25 dual-nested monitoring wells are evidence that waters in the shallow cold groundwater aquifer and deep geothermal reservoir may be intermingling and hydraulically connected. The following discussion on the shallow groundwater aquifer the deep geothermal reservoir fluid geochemistry is the necessary and sufficient step to assess whether or not the two systems are intermingling and hydraulically connected.

### Geochemistry Data

#### Pre-July 17, 2014 Data

Table 2a lists physical, geochemical, and isotope data collected from the thermal wells and MCWD production and monitoring wells before July 17, 2014. Table 2a shows that the water quality data collected from each well during this period are sparse and are not sufficient for any multi-year analyses.

The CD-IV Project EIS/EIR states: “Analytical data for cold MCWD groundwater supply wells was not available until the USGS collected samples in 2011” (p. D-27). This statement indicates that the EIS/EIR relied upon water quality data only from one sample event conducted by the USGS in August 2011 that is considered unpublished data (Evans, written communication, July 2016) to develop the EIS/EIR’s determination that geochemical data demonstrate that the shallow groundwater aquifer is physically separated from the deeper geothermal reservoir.

Table 4a lists conservative element geochemistry data collected from the Basalt Canyon production wells and the MCWD production and monitoring wells for the USGS August 2011 sampling event. The MCWD wells are listed in this table in separate columns for warmer-temperature and colder-temperature wells. There are clear differences between the conservative element concentrations for data from the Basalt Canyon wells and for



data from the MCWD wells. However, MCWD-17 had substantially higher concentrations of three of the four listed elements (arsenic, boron, and chloride), which could have been caused by some contribution of geothermal fluids to the water pumped from this well.

#### Post-July 17, 2014 Data

Table 4b lists conservative element geochemistry data from the new dual-nested monitoring wells (28A-2501 and 28A-2502) and the MCWD production and monitoring wells that were sampled by the USGS since 2016 under the GMRP. Pre-July 17, 2014 data from the Basalt Canyon wells are included in this table because they are the only available data from Basalt Canyon. They are used here to compare the geochemical data from geothermal and non-geothermal wells. The MCWD wells in this table are listed in separate columns for warmer-temperature and colder-temperature wells.

Like the pre-July 17, 2014 data, the post-July 17, 2014 data show higher conservative element concentrations for arsenic, boron, and chloride in MCWD-17 than those for the other MCWD wells. Additionally, data collected by the USGS since 2016 under the GMRP for MCWD-26 and the dual-nested monitoring wells had higher conservative element concentrations than those for the other MCWD wells. Specifically, for MCWD-17 and -26, 28A-2501 and 28A-2502:

- Arsenic concentrations were about five to forty times greater than those for the colder-temperature MCWD wells;
- Boron and bromide concentrations were about two to fifteen times greater than those for the colder-temperature MCWD wells; and,
- Chloride concentrations were about three to twenty times greater than those for the colder-temperature MCWD wells.

If the determination in the CD-IV Project EIS/EIR that the Early Rhyolite forms an impermeable barrier that separates and completely isolates the shallow groundwater aquifer from the deep geothermal reservoir were correct, then we would not expect to see higher concentrations of these conservative elements in wells completed in the shallow groundwater aquifer. However, the conservative element concentrations in the post-July 17, 2014 data from the MCWD-17, -26, and the dual-nested monitoring wells are higher than those in the data from the other MCWD wells. These higher concentrations indicate that geothermal fluids have flowed upwards into the overlying shallow groundwater aquifer and that waters in the shallow groundwater aquifer and deep geothermal reservoir are not completely isolated and instead are intermingling. The fundamental determination in the EIS/EIR that the Early Rhyolite forms an impermeable barrier that physically separates and completely isolates the shallow groundwater aquifer from the deep geothermal reservoir therefore is not supported by these new data.

### Mixing Trends and Percentages

At the LVHAC meetings on August 22, 2013, August 10, 2016, and February 2, 2017, Evans (USGS) presented draft and unpublished Cl/Br and Cl/B plots, which illustrated the differences in these ratios for geothermal fluids and non-geothermal waters in the Long Valley Caldera from various sites (springs, surface waters, and wells). These Cl/Br and Cl/B plots that were presented by Evans have been reproduced and are included in this report as Figure 4a (for the pre-July 17, 2014 data) and Figure 4b (for the post-July 17, 2014 data). (See Evans et al. (2002), Brown et al. (2013), and Evans (unpublished data, 2016).)

#### Pre-July 17, 2014 Data

As described by both Sorey (2011) and Evans (written communications, 2013; 2016; 2017), Figure 4a and 4b show the following distinct data groupings and ratios: 1) geothermal fluid concentrations (reduced by factors of 10 so they will fit on the plots) plot along a single trend line; 2) data from wells on the north side of Mammoth Mountain, where ski salt is applied to lower ski-slopes, had high chloride concentrations and much higher Cl/Br and Cl/B ratios; 3) data from MCWD wells located around the southern and northern edges of the Long Valley Caldera (which do not include MCWD-17) have Cl/Br and Cl/B ratios that are similar to those for samples from precipitation in the Long Valley Caldera, while the Cl/Br and Cl/B ratios calculated from data from MCWD-17 are similar to the ratios calculated from data from the geothermal fluids.

These data were used to develop a local mixing trend line for the geothermal fluids in the western Long Valley Caldera. This mixing line can be used to compare conservative element ratios like Cl/Br and Cl/B ratios for data from geothermal fluids and non-geothermal waters and to assess the degree of mixing between the shallow groundwater aquifer and deeper geothermal reservoir. As shown in Figures 4a and 4b, the August 2011 MCWD-17 sample points clearly have Cl/Br and Cl/B ratios that are like those for data from geothermal fluids. These ratios indicate that a component of geothermal fluid is present in the waters pumped from MCWD-17.

Based on the established local mixing line, the percent of geothermal fluid in MCWD-17 can be estimated using a binary mixing equation (Faure, 1998)<sup>10</sup>:

$$f_A = \frac{(X)_A - (X)_M}{(X)_A - (X)_B}$$

Where:

$f_A$  = Mixing percentage (dimensionless)

$(X)_A$  = Representative conservative element concentration in geothermal fluids

$(X)_B$  = Any representative conservative element concentration in non-geothermal waters

$(X)_M$  = Any representative conservative element concentration in mixed waters

<sup>10</sup> Faure, G. (1998). *Principles and Applications of Geochemistry*. Upper Saddle River, NJ: Prentice Hall.

If ratios calculated from data from Basalt Canyon Well 57-25 represent the geothermal reservoir or the mixing line end-member, if the conservative element is chloride, and if the chloride concentration in non-geothermal waters is assumed to be zero  $[(X)_B = 0]$ , then the calculated geothermal component mixing percentage in MCWD-17 (August 2011 sample) using the above equation is approximately two percent. Similar calculations using Basalt Canyon 66-25 as the mixing line end-member, and similar calculations using boron as the conservative element, also indicate a two-percent geothermal component mixing percentage in the August 2011 MCWD-17 sample.

#### Post-July 17, 2014 Data

Figures 5a and 5b contain plots of the same Cl versus Br and Cl versus B data that are shown in Figure 4a and 4b, and also include plots of data from the new USGS sampling from the MCWD wells and the dual-nested monitoring wells (28A-2501 and 28A-2502) after July 17, 2014. Pre-July 17, 2014 data are included in Figures 5a and 5b to help illustrate data groupings and multi-year trends.

The new data corroborate the trends established by Evans (written communications, 2013; 2016; 2017). Specifically, the Cl/Br and Cl/B ratios from the data from most of the MCWD wells plot along the precipitation trend lines. On the other hand, the data from MCWD-17 and -26 and 28A-2502 are closer to the ratio line for geothermal fluids. These ratios from the MCWD-17 and -26, and 28A-2502 data are consistent, indicating mixed-water type chemistry that fits the local thermal mixing line very well.

The amount of mixing of geothermal fluid with the non-geothermal water in MCWD-17, -26, and the dual-nested monitoring wells can be calculated using the above mixing equation for the Cl and B concentrations. Table 5 presents the calculated percentages of geothermal fluids in these wells for each sample date between 2016 and 2017, with calculations using Cl and B as the conservative elements and data from 57-25 and 66-25 as the mixing line end-members. These calculated mixing percentages show:

- The calculated percentage of geothermal fluids in MCWD-17 increased from approximately two percent in 2011 (see text above for the two-percent amounts) to approximately five percent in 2016, and ranged between approximately three and four percent in 2017;
- The calculated percentage of the geothermal fluids between 2016 and 2017 in MCWD-26 waters is approximately three percent; and
- The calculated mixing percentages for 28A-2501 and 28A-2502 are even higher, ranging between approximately four to almost seven percent.

These calculated mixing percentages from the post-July 17, 2014 data demonstrate that waters in the shallow groundwater aquifer and deep geothermal reservoir are intermingling, and that the fundamental determination in the CD-IV Project EIS/EIR that the Early Rhyolite forms an impermeable barrier that physically separates and completely

isolates the shallow groundwater aquifer from the deep geothermal reservoir is not supported by the new geochemistry data.

### Stable-Isotope Data

At the LVHAC meetings on August 22, 2013, August 10, 2016, and February 2, 2017, Evans presented stable-isotope data for deuterium and oxygen-18 that had been collected from the Long Valley Caldera area from various sites (springs, surface-waters, and wells; see Tables 2a and 2b for lists of the sites). The draft and unpublished deuterium versus oxygen-18 plots that were presented by Evans (written communications, 2013; 2016; 2017) have been reproduced and included in this report as Figures 6a and 6b. (See Evans, et al. (2002), Brown, et al. (2013), and Evans (written communication, July 2016).) Similarly, deuterium versus oxygen-18 plots for the Long Valley Caldera area were also shown in Sorey et al. (1991) and Sorey (2011). The Global Meteoric Water Line (GMWL) in the plots represents the ratio between deuterium and oxygen-18 values for samples from most groundwaters of the world (Craig, 1961).<sup>11</sup>

The EIS/EIR and Sorey (2011) rely on the isotopic data from the Long Valley Caldera collected prior to July 17, 2014 to assert that the shallow groundwater aquifer is physically separated from the deeper geothermal reservoir. Specifically, page 4.7-12 in the EIS/EIR states:

Because the isotopic signature of the cold shallow groundwater and the geothermal water is distinct and unique, these data indicate that there is no influx of geothermal water into the shallow groundwater in the western part of the caldera. Stable isotopic compositions of cold groundwaters in the Mammoth Basin plot almost exactly on the meteoric water line, with no suggestion of measurable influence from geothermal fluids.

Sorey (2011, p. 2) states, “Taken together, the chemical, thermal, and isotopic data do not show consistent evidence for hydrologic connections between geothermal and nonthermal groundwaters beneath the western part of the Long Valley Caldera.”

### Pre-July 17, 2014 Data

As described by both Evans (written communications, 2013; 2016; 2017) and Sorey (2011), Figure 6a shows five distinct groupings of the deuterium and oxygen-18 data, for: 1) groundwaters draining Mammoth Mountain—isotope values are the highest for waters collected in this area; 2) Sherwin Creek waters; 3) northwest and south caldera rim waters; 4) Laurel Springs; and 5) geothermal fluids. Two data groups are apparent from the figure: those for the shallow groundwater aquifer tapped by the MCWD wells (which all are on or near the GMWL line) and those for fluids from the deep geothermal reservoir (which are significantly below and to the right of the GMWL line). Isotope data from

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<sup>11</sup> Craig, H. (1961). Isotopic variations in meteoric waters. *Science*, 133, 1702-1703.

MCWD-1, -15, and -23 are similar to isotope data from waters from the non-geothermal springs sampled around the northern base of Mammoth Mountain, and isotope data from MCWD-6, -10, -17, and -20 are similar to isotope data from non-geothermal springs near the Sherwin Creek area. For fluids sampled from the geothermal reservoir, the isotope data are significantly to the right of the GMWL, indicating higher ratios of oxygen-18 to deuterium. The geothermal fluid isotopic values are lower for the geothermal wells that are farther to the east and south in the caldera, which reflects some dilution from local meteoric water (Sorey, 2011).

#### Post-July 17, 2014 Data

Figure 6b contains plots of the data in Figure 6a, and also includes plots for the data from the new USGS sampling of MCWD wells and the new 28A-2501 and 28A-2502 dual-nested monitoring wells, all collected after July 17, 2014. Points for pre-July 17, 2014 data are included in Figures 6b to help illustrate data groupings. The isotopic compositions of samples from the MCWD wells collected between 2016 and 2017 are unchanged from those of the samples collected since August 2011 and still are along the GMWL. Isotope values in MCWD-1 and -15 continue to match isotope values in waters sampled near the northern base of Mammoth Mountain, and isotope values in MCWD-17 and -20 continue to match isotope values in waters sampled near the Sherwin Creek area. New isotopic data from MCWD-26, 28A-2501, and 28A-2502 also plot along the GMWL and match the isotopic values of waters from the springs in the Sherwin Creek area.

The EIR/EIS and Sorey (2011) relied on isotope data, including data from MCWD-17, which has been shown here to contain a small percentage of geothermal fluids, to support their determinations that there is a hydraulic separation between the shallow groundwater aquifer and deep geothermal reservoir. However, if the CD-IV Project EIS/EIR's determination that the shallow groundwater aquifer and deep geothermal reservoir are physically separated and completely isolated were correct, then the isotopic values of these waters could be calculated using the mixing equation described in the previous section. Figure 6c shows the isotopic values of samples from the MCWD-17, -26, 28A-2501 and 28A-2502 wells, adjusted to reflect the assumption that there are no thermal contributions to these wells (pre-July 17, 2014 data is included in Figure 6c to help illustrate data groupings and multi-year trends). Under this assumption, the values of oxygen-18 would be slightly lower and the values of deuterium would be slightly higher, which would cause each ratio point to be slightly further to the left, as shown in Figure 6c. Because these shifts in these ratio points would be so small, isotope ratios cannot be used to determine whether geothermal fluids have mixed with the shallow groundwater aquifer at the calculated percentages discussed above, and the conclusions in the EIS/EIR and Sorey (2011) that the isotopic data demonstrate hydraulic isolation are incorrect.



### MCWD Groundwater Model

WEI developed a groundwater model of the shallow groundwater aquifer that MCWD uses to meet its water supply demands. This model was developed in 2008 and 2009 based on the information available to WEI for the period 1992 through 2006. In our work to develop this model, we assumed that the shallow groundwater aquifer used by the MCWD was hydraulically isolated from the deeper geothermal reservoir. However, after we developed that model in 2008-2009, additional data became available. Based on our review of data collected after 2009, we have revised our conclusion that the shallow groundwater aquifer is not hydraulically separated from the underlying geothermal reservoir. For the reasons discussed in previous sections of this report, the data collected since July 17, 2014 re-affirm our more-recent conclusion that the shallow groundwater aquifer and geothermal reservoir are not hydraulically isolated.

### Changes in Hydraulic Gradients between the Shallow Groundwater Aquifer and the Underlying Geothermal Reservoir Caused by the CD-IV Project Operations

As discussed earlier in this report, up to sixteen geothermal wells (two existing and fourteen new) are proposed for the CD-IV Project. Each of these wells might be used for either production or injection of geothermal fluids. The EIS/EIR does not indicate which of the proposed geothermal wells would be used for production and which wells would be used for injection. This creates great uncertainty regarding how the proposed operation of CD-IV Project would affect pressure distributions in the deep geothermal reservoir and pressure gradients between the shallow groundwater aquifer and the underlying geothermal reservoir.

In areas where pressures in the deep geothermal reservoir would decline due to net geothermal fluid extraction, the pressure gradient between the shallow groundwater aquifer and the underlying geothermal reservoir would increase in a downward direction, which would cause groundwater flow from the shallow groundwater aquifer into the underlying geothermal reservoir to increase. This new loss of groundwater to the geothermal reservoir caused by the CD-IV Project operations would reduce the sustainable yield of the MCWD's groundwater production wells. Pressure declines in the deep geothermal reservoir from the CD-IV Project also could cause geothermal fluid, formerly in liquid form and under pressure, to vaporize and create steam, releasing undesirable constituents to the overlying groundwater supply and degrading water quality and creating other hazards at the ground surface. The amount of reduction in sustainable yield and the water quality impacts that would occur from pressure declines due to implementation of the CD-IV Project cannot be quantified at this time because of the paucity of hydrogeologic information, the inadequate number of monitoring wells (particularly deep geothermal monitoring wells), and the uncertainty (discussed above) regarding how ORNI would operate the geothermal production wells and the injection wells in Basalt Canyon.

In areas where pressures in the deep geothermal reservoir would increase due to net geothermal fluid injection, the pressure gradient between the shallow groundwater aquifer and the underlying geothermal reservoir would increase in an upward direction, which would cause geothermal fluids to intrude in the shallow groundwater aquifer and cause significant groundwater quality deterioration. As discussed earlier in this report, the new data collected since July 17, 2014 indicate that geothermal fluids already have intruded into the shallow groundwater aquifer in the western part of the Mammoth Basin. If pressures in the deep geothermal reservoir were to increase, then the rates of such intrusions also would increase.

The average arsenic concentration in MCWD-17 in data collected since July 17, 2014 is 0.113 mg/L, which is about 10 times the California and federal Maximum Contaminant Level (MCL) of 0.010 mg/L. To meet drinking water standards, the MCWD already must blend high-arsenic waters from MCWD-17 with groundwater from MCWD wells with low-arsenic concentrations and then treat this blended supply to produce water that meets arsenic concentrations below the MCL. The arsenic concentration in the geothermal fluid is very high (1.0 to 1.5 mg/L, which is 10 to 15 times the arsenic concentration in MCWD-17) and this arsenic is a source of the high arsenic concentration in MCWD-17. Future increases in arsenic concentrations in MCWD-17 waters due to increases in geothermal fluid intruding into the shallow groundwater aquifer would increase the MCWD's treatment costs and, at some point, would require MCWD to shut down MCWD-17 until the MCWD could upgrade the groundwater treatment capacity to handle the increased arsenic concentration, which would be very expensive.

The amounts of geothermal intrusion that could occur from pressure increases from implementation of the CD-IV Project cannot be quantified at this time because of the paucity of hydrogeologic information, the inadequate number of monitoring facilities (particularly deep geothermal monitoring wells), and the uncertainty regarding how ORNI would operate geothermal production and injection wells in Basalt Canyon.

## Conclusions and Recommendations

Data collected and sampled from seven MCWD wells (six production wells and one monitoring well) and the new dual-nested monitoring wells (28A-2501 and 28A-2502) between 2016 and 2017 by the USGS provide important new information regarding the temperatures and geochemistry of the waters in these wells. These data and analyses of them indicate that some degree of mixing between geothermal fluids and non-geothermal waters is occurring and that the determination in the CD-IV Project EIS/EIR that the Early Rhyolite forms an impermeable barrier that physically separates and completely isolates the shallow groundwater aquifer from the deep geothermal reservoir is not supported by the new data. The new data also demonstrate the potential hazards

to the overlying shallow groundwater aquifer (water quality degradation and reduction in sustainable groundwater yield) from the proposed CD-IV Project.

Most of these deficiencies could be cured with data collection from two new deep geothermal monitoring wells drilled, instrumented, and monitored to USGS standards at the locations of 28-25 (at Shady Rest Park) and BLM-2 (at the Mammoth Mountain RV Park), and analyses of these data. These data and analyses would provide new, geophysical and geochemical data from the area between the shallow groundwater aquifer and deep geothermal reservoir. This information and long-term pressure and geochemical monitoring data from the MCWD production and monitoring wells and the 28A-25 dual-nested monitoring wells would provide the data necessary to assess the horizontal and vertical hydraulic gradients and degree of vertical connectivity and mixing between the shallow groundwater aquifer and deep geothermal reservoir. Likewise, the Shady Rest Park and Mammoth Mountain RV Park monitoring well clusters would serve as “sentry wells” to detect how far the pressure signals from CD-IV project production would propagate outwards and towards the shallow groundwater aquifer.

The drilling and construction of deep monitoring well 28-25 was completed in fall 2017. We recommend that deep monitoring well BLM-2 also be constructed, and that data from both of these wells then be collected and analyzed over a baseline period of at least 18-months to establish a baseline dataset before CD-IV Project operations begin. Subsequent data collected from these wells after CD-IV Project operations begin then could be used to determine the effects of the CD-IV Project on the shallow groundwater aquifer.

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*Table 1: Baseline Monitoring Well Network and Parameters to be Monitored by Individual Well*

*Table 2a: Summary of Selected Physical, Geochemical, and Isotope Fluid Samples from Wells, Surface-water, and Spring Sites in the Long Valley Caldera (pre-July 17, 2014)*

*Table 2b: Summary of Selected Physical, Geochemical, and Isotope Fluid Samples from the MCWD Wells and 28A-25 Dual-nested Monitoring Well (post-July 17, 2014)*

*Table 3: Summary of Physical Water Quality Parameters from Select GMRP Monitoring Well Sites*

*Table 4a: Summary of Select Conservative Element Geochemical Data from the Basalt Canyon and MCWD Wells for the USGS August 2011 Sample Event (pre-July 17, 2014)*

*Table 4b: Summary of Select Conservative Element Geochemical Data from the Basalt Canyon, MCWD, and 28A-25 Dual-nested Wells for the USGS August 2011 Sample Event (post-July 17, 2014)*

*Table 5: Percent of Mixing (Geothermal Fluids in Non-Geothermal Waters) for Warmer-temperature MCWD and the 28A-25 Dual-nested Wells (post-July 17, 2014)*

*Figure 1: CD-IV Project and MCWD Well Locations*

*Figure 2: GMRP and Long Valley Caldera Water Quality Sampling Locations*

*Figure 3: Groundwater Temperatures from the Basalt Canyon Production, MCWD, and 28A-25 Dual-nested Wells*

*Figure 4a: Chloride and Bromide Concentrations for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera (pre-July 17, 2014)*

*Figure 4b: Chloride and Boron Concentrations for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera (pre-July 17, 2014)*

*Figure 5a: Chloride and Bromide Concentrations for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera (post-July 17, 2014)*

*Figure 5b: Chloride and Boron Concentrations for Geothermal Fluids and Non-Geothermal waters in the Long Valley Caldera (post-July 17, 2014)*

*Figure 6a: Stable Isotopic Compositions for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera (pre-July 17, 2014)*

*Figure 6b: Stable Isotopic Compositions for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera (post-July 17, 2014)*

*Figure 6c: Stable Isotopic Compositions for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera (post-July 17, 2014)*

**Table 1\***  
**Baseline Monitoring Well Network and Parameters to be Monitored by Individual Well**

Well Type	Well Name	Well Status	Monitoring Entity	Monitoring Parameters & Frequency			
				Temperature	Pressure	Water Level	Geochemical
Shallow Groundwater Monitoring Wells	MCWD 14	Existing	MCWD			D (t)	
	MCWD 19	Existing	MCWD			D (m)	
	MCWD 24	Existing	MCWD			D (t)	
	MCWD 26	Existing	MCWD & USGS	D (t)		D (t)	Q
	SC-1	Existing	Ormat & USGS	D (t)		D (t)	
	SC-2	Existing	Ormat & USGS	D (t)		D (t)	
Shallow Groundwater Production Wells	MCWD 1	Existing	MCWD & USGS			D (t)	Q
	MCWD 6	Existing	MCWD & USGS			D (t)	Q
	MCWD 15	Existing	MCWD & USGS			D (t)	Q
	MCWD 16	Existing	MCWD & USGS			D (t)	Q
	MCWD 17	Existing	MCWD			D (t)	Q
	MCWD 18	Existing	MCWD & USGS			D (t)	
	MCWD 20	Existing	MCWD & USGS			D (t)	Q
	MCWD 25	Existing	MCWD & USGS			D (t)	Q
Dual Completion Monitoring Wells	Ormat 14A-25 <sup>1</sup>	Existing	USGS	Q (VTP)	D (b)		Q
	Ormat 28A-25	Existing	USGS	Q (VTP)	D (b)		Q
	BLM Off-Lease 1	Existing	USGS	Q (VTP)	D (b)		Q
Geothermal Reservoir Monitoring Wells	Ormat 12-31	Existing	Ormat	D (b)	D (b)		
	Ormat 65-32	Existing	Ormat	D (b)	D (b)		
	Ormat 48-29	Existing	Ormat	D (t)	D (t)		
	Ormat 28-34	Existing	Ormat	D (b)	D (b)		
	Ormat CW-3	Existing	Ormat	D (t)	D (t)		
	USGS CH10B	Existing	USGS		D (b)		
	Ormat 28-25	Existing	USGS	Q (VTP)	D (b)		Q <sup>4</sup>
	BLM Off-Lease 2 <sup>2</sup>	Prospective	USGS	Q (VTP)	D (b)		Q <sup>4</sup>
Geothermal Reservoir Production Wells	Ormat 57-25	Existing	Ormat & USGS	D (b)	D (b)		Q
	Ormat 66-25	Existing	Ormat & USGS	D (b)	D (b)		Q
	Ormat 12-25 <sup>3</sup>	Existing - idle	Ormat	TBD	D (b)		TBD
	Ormat 14-25 <sup>3</sup>	Existing - idle	Ormat	TBD	D (b)		TBD

\*Modified from Table 1 in the GMRP v 1.1 (January 19, 2018)

<sup>1</sup>14A-2502 has been sampled by the USGS quarterly, but the lab results are not posted to NWIS due to USGS-reported well contamination issues resulting from drilling the borehole.

<sup>2</sup>If BLM determines BLM-2 is a necessary addition to the monitoring well network based on new scientific information and/or the analysis of monitoring data collected as part of the GMRP in accordance with the regulations at 43 CFR 3200.

<sup>3</sup>Geothermal wells 12-25 and 14-25 are likely to become production or injection wells once the CD-IV Project comes on-line. Collection of temperature and geochemistry data will be added to any future production well.

<sup>4</sup>Well 28-25 and prospective well BLM-2 will be sampled quarterly for geochemistry if the BLM determines that sampling can be performed safely and will not compromise the ability to collect temperature and pressure data. If the BLM determines that it is not safe or will compromise the ability to get pressure and/or temperature data, then these wells will be removed from the quarterly geochemical sampling schedule.

Monitoring Parameters & Frequency Codes

D = Daily Average, Q = Quarterly, TBD = To Be Determined, (t) = Transducer, (b) = Bubbler Tube, (m) = Manual, VTP = Vertical Temperature Profile



**Table 2a**  
**Summary of Selected Physical, Geochemical, and Isotope Fluid Samples from**  
**Wells, Surface-water, and Spring Sites in the Long Valley Caldera (pre-July 17, 2014)**

Site Name	Sample Date	Fluid Temperature	TDS	Specific Conductance	Alkalinity	pH (field)	Arsenic	Boron	Bromide	Chloride	Fluoride	Silica	d <sup>18</sup> O	d <sup>2</sup> H
		°C	mg/L	µS/cm	mg/L		mg/L							parts per thousand (‰)
Thermal Wells - Western Caldera <sup>1,2</sup>														
44-16	1/20/1986	218	2,200	-	-	9.3L	1.0	14	-	280	9.8	353	-	-
	6/27/2005	190	-	-	-	5.7	0.5	11.8	0.49	284	11.7	332	-14.0	-113
RDO-8	11/15/1986	202	1,430	-	-	5.9L	ND	12.0	-	280	12.0	250	-	-
	7/18/2007	-	-	-	-	6.8C	1.9	11.8	0.52	277	15.0	301	-14.2	-114
12-31	6/29/2005	184	-	-	-	6.5	0.6	7.5	0.30	149	6.0	196	-15.9	-123
57-25	10/12/2006	170	-	-	-	5.9	1.5	11.1	0.48	253	11.4	285	-14.8	-119
	6/28/2007	170	-	-	-	-	-	-	-	-	-	-	-14.8	-116
66-25	10/12/2006	170	-	-	-	6.1	1.4	10.0	0.44	234	13.0	230	-15.1	-120
	6/28/2007	170	-	-	-	-	-	-	-	-	-	-	-15.0	-121
MBP-3	1996	158	-	1750e	420	7.2	1.6	-	ND	230	10.5	-	-	-
24-32	10/12/2006	150	-	-	-	6.5	1.5	10.0	0.42	237	11.3	236	-14.9	-119
24A-32	6/28/2005	150	-	-	-	6.4	-	-	-	-	-	-	-14.9	-118
	9/30/2005	150	-	-	-	-	-	-	-	-	-	-	-14.9	-118
	10/12/2006	150	-	-	-	-	1.8	10.0	0.41	234	11.3	236	-14.9	-118
	6/28/2007	150	-	-	-	-	-	-	-	-	-	-	-14.8	-119
24D-32	6/28/2005	150	-	-	-	-	-	-	-	222	-	-	-14.9	-118
	9/30/2005	150	-	-	-	-	-	-	-	-	-	-	-15.1	-118
25-32	10/12/2006	150	-	-	-	6.4	1.5	10.5	0.41	238	11.4	230	-14.9	-118
	6/28/2007	150	-	-	-	-	-	-	-	-	-	-	-14.9	-120
25A-32	7/1/2005	150	-	-	-	-	-	-	-	238	-	-	-15.0	-119
	9/30/2005	150	-	-	-	-	-	-	-	-	-	-	-14.9	-117
	6/28/2007	150	-	-	-	-	-	-	-	-	-	-	-14.9	-118
Thermal Wells - Eastern Caldera <sup>1</sup>														
28-34	6/28/2005	150	-	-	-	6.4	1.4	9.1	0.37	202	12.8	230	-15.1	-121
CW-3	7/17/2007	-	-	-	-	6.4	1.4	9.6	0.44	202	12.0	200	-14.6	-117
CH-10B	7/15/2007	100	-	-	-	7.0	0.6	7.4	0.48	154	6.68	96	-15.5	-120
Hot Springs - Eastern Caldera <sup>1</sup>														
BAL	8/12/1998	57	-	-	-	6.7	-	-	-	148	-	-	-	-
	7/13/2006	-	-	-	-	-	0.4	6.6	0.24	148	4.9	200	-	-
LHC	8/125/1998	79	-	-	-	6.8	-	-	-	200	-	-	-	-
	7/13/2006	-	-	-	-	-	0.7	9.1	0.32	200	9.0	101	-	-
HBP	8/12/1998	79	-	-	-	7.5	-	-	-	217	-	-	-	-

Site Name	Sample Date	Fluid Temperature	TDS	Specific Conductance	Alkalinity	pH (field)	Arsenic	Boron	Bromide	Chloride	Fluoride	Silica	d <sup>18</sup> O	d <sup>2</sup> H
		°C	mg/L	µS/cm	mg/L		mg/L					parts per thousand (‰)		
	7/14/2007	-	-	-	-	-	1.6	10.2	0.39	217	12.4	216	-	-
Cold Wells, Surface-Waters, and Springs <sup>3</sup>														
BS	8/5/1996 <sup>4</sup>	11.8	-	196	-	7.2	-	-	0.01	5.9	0.44	-	-	-
	Aug-98	12.3	-	225	-	7.2	-	0.25	0.01	5.0	0.44	61	-15.76	-115
	9/10/1999 <sup>4</sup>	12.4	-	234	-	7.1	0.03	0.27	0.01	4.80	0.40	66	-	-
	8/19/2001 <sup>4</sup>	-	-	-	-	-	0.02	0.30	0.01	5.70	0.37	62	-	-
CTRAW	Jun-97	13.0	-	-	-	-	-	-	-	-	-	-	-	-
	Aug-98	13.8	-	246	-	7.0	-	0.15	0.01	2.50	0.48	65	-15.72	-112
	8/21/2001 <sup>4</sup>	-	-	-	-	-	0.03	0.17	0.01	3.00	0.30	68	-	-
CTW-2	Aug-98	17.6	-	148	-	4.0	-	0.16	0.01	4.20	0.25	46	-16.6	-123
CH12S	9/24/1996 <sup>4</sup>	2.4	-	171	-	5.2	-	0.00	ND	0.33	0.15	40	-	-
	Jun-97	2.4	-	108	-	5.2	-	-	-	-	-	-	-14.8	-105
	Aug-97	2.6	-	206	-	5.2	-	-	-	-	-	-	-	-
	Aug-98	2.4	-	147	-	5.1	-	ND	0.001	0.28	0.19	35	-	-
RMCS	Aug-96	7.5	-	227	-	5.5	-	0.009	0.004	0.28	0.07	81	-	-
	Aug-98	7.4	-	248	-	5.4	-	-	-	-	-	-	-14.9	-107
	Jun-99	7.1	-	246	-	5.4	-	-	-	-	-	-	-	-
	Sep-99	7.3	-	244	-	5.4	-	-	-	-	-	-	-	-
SLS	Sep-96	18.0	-	256	-	6.0	-	0.262	0.008	1.14	1.15	67	-14.8	-104
	Sep-99	17.7	-	276	-	6.0	-	-	-	-	-	-	-	-
CCS	Oct-98	6.8	-	102	-	5.8	-	0.023	0.003	0.21	0.50	36	-	-105
MLS	Aug-96	2.8	-	284	-	5.6	-	-	4.400	33.30	ND	-	-14.7	-105
MMSA-1	Aug-96	5.3	-	229	-	5.4	-	0.010	2.500	17.60	ND	48	-14.9	-106
MMSA-2B	Aug-96	10.1	-	372	-	5.8	-	-	0.003	5.70	0.15	-	-15.1	-109
MMSA-3	Aug-96	7.3	-	73	-	6.0	-	-	0.006	3.40	ND	-	-15.1	-110
DCWELL2	Oct-98	7.8	-	710	-	6.1	-	0.015	0.002	4.20	0.22	81	-	-109
DCWELL6	Oct-98	7.1	-	731	-	6.4	-	0.012	0.003	2.90	0.25	72	-	-108
VSS	Aug-96	-	-	-	-	-	-	0.005	0.005	0.46	0.13	75	-	-
	Aug-97	6.7	-	278	-	5.4	-	-	-	-	-	-	-15.0	-107
CH15S	Sep-96	7.7	-	381	-	5.9	-	0.014	0.009	1.08	0.10	72	-15.2	-108
ASS	Aug-97	6.9	-	200	-	5.4	-	-	-	-	-	-	-14.7	-106
	Aug-98	6.2	-	199	-	5.5	-	0.018	0.003	0.27	0.12	60	-	-
	Jun-99	7.1	-	182	-	5.4	-	-	-	-	-	-	-	-
	Sep-99	6.8	-	201	-	5.4	-	-	-	-	-	-	-	-
	8/20/2001 <sup>4</sup>	-	-	-	-	-	0.02	0.033	0.003	0.34	0.11	65	-	-
LBCS	Jun-97	6.9	-	-	-	5.4	-	-	-	-	-	-	-	-
	Aug-97	7.8	-	225	-	5.4	-	-	-	-	-	-	-	-

Site Name	Sample Date	Fluid Temperature	TDS	Specific Conductance	Alkalinity	pH (field)	Arsenic	Boron	Bromide	Chloride	Fluoride	Silica	d <sup>18</sup> O	d <sup>2</sup> H
		°C	mg/L	µS/cm	mg/L									
	Aug-98	7.2	-	224	-	5.4	-	0.034	0.003	0.40	0.12	66	-14.7	-105
	Jun-99	7.0	-	222	-	5.5	-	-	-	-	-	-	-	-
LBCN	Aug-98	6.8	-	253	-	5.5	-	0.021	0.001	0.45	0.09	75	-14.7	-105
LS	6/3/1984 <sup>5</sup>	-	-	-	-	-	-	-	-	-	-	-	-16.8	-124
	8/5/1996 <sup>4</sup>	-	-	-	-	-	-	-	0.005	0.40	0.09	-	-	-
Shallow Cold Groundwater Aquifer Production and Monitoring Wells														
MCWD-1	1985	-	-	120	58	6.6	0	-	-	2	0.3	-	-	-
	7/24/1991	-	-	-	-	-	-	-	-	-	-	-	-14.9	-108
	1995	-	-	230	93	7.6	-	-	-	0	0.5	-	-	-
	6/6/1996	8	168	240	-	7.4	-	-	-	-	-	-	-	-
	9/12/1997	9	96	190	-	7.2	-	-	-	-	-	-	-	-
	7/6/1998	8	120	210	-	7.4	-	-	-	-	-	-	-	-
	7/14/1999	9	165	208	-	7.6	-	-	-	-	-	-	-	-
	8/22/2000	9	156	210	-	7.2	-	-	-	-	-	-	-	-
	7/27/2001	9	140	220	-	6.5	-	-	-	-	-	-	-	-
	9/5/2002	9	116	232	-	6.6	-	-	-	-	-	-	-	-
	11/3/2005 <sup>4</sup>	-	-	-	-	-	-	-	-	-	-	-	-14.6	-109
	8/26/2011 <sup>4</sup>	-	-	-	-	-	0.005	0.035	0.014	1.23	0.32	51	-14.6	-109
MCWD-6	1984	8.1	-	370	190	8.1	0.053	-	-	0.94	0.22	-	-	-
	1989	-	-	380	120	7.4	0.02	-	-	0	0.3	-	-	-
	7/20/1990	13.5	267	397	-	7.1	0.016	0.1	-	7	0.3	58.0	-15.7	-114
	7/24/1991	-	-	432	-	-	-	-	-	-	-	-	-15.7	-113
	7/26/1995	15.0	262	423	-	7.3	0.016	0.1	-	1	-	-	-15.3	-113
	6/6/1996	9	283	470	-	7.5	-	-	-	-	-	-	-	-
	9/12/1997	12	198	397	-	7.1	-	-	-	-	-	-	-	-
	7/7/1998	11	160	300	-	8.2	-	-	-	-	-	-	-	-
	7/14/1999	10	172	305	-	7.6	-	-	-	-	-	-	-	-
	7/28/2000	10	166	310	-	7.4	-	-	-	-	-	-	-	-
	7/26/2001	11	230	380	-	7.4	-	-	-	-	-	-	-	-
	9/5/2002	11	190	350	-	7.2	-	-	-	-	-	-	-	-
	11/3/2005 <sup>4</sup>	-	-	-	-	-	-	-	-	-	-	-	-15.5	-114
	8/26/2011 <sup>4</sup>	-	-	-	-	-	0.038	0.085	0.002	0.47	0.23	44	-15.4	-114
MCWD-10	6/6/1996	10	315	465	-	7.3	-	-	-	-	-	-	-	-
	9/12/1997	13	179	359	-	7.2	-	-	-	-	-	-	-	-
	6/30/1998	9	240	350	-	7.6	-	-	-	-	-	-	-	-
	7/14/1999	9	231	353	-	7.5	-	-	-	-	-	-	-	-
	7/28/2000	10	228	360	-	7.5	-	-	-	-	-	-	-	-

Site Name	Sample Date	Fluid Temperature	TDS	Specific Conductance	Alkalinity	pH (field)	Arsenic	Boron	Bromide	Chloride	Fluoride	Silica	d <sup>18</sup> O	d <sup>2</sup> H	
		°C	mg/L	µS/cm	mg/L										mg/L
	7/26/2001	11	300	470	-	6.6	-	-	-	-	-	-	-	-	
	9/5/2002	11	225	410	-	7.0	-	-	-	-	-	-	-	-	
MCWD-15	7/28/1995	11	176	259	-	7.5	0.0	0.1	-	1	0.5	56.0	-14.8	-110	
	6/6/1996	13	152	240	-	7.4	-	-	-	-	-	-	-	-	
	9/12/1997	13	144	288	-	7.2	-	-	-	-	-	-	-	-	
	6/30/1998	12	210	360	-	7.5	-	-	-	-	-	-	-	-	
	7/14/1999	13	190	355	-	7.6	-	-	-	-	-	-	-	-	
	8/22/2000	12	187	350	-	7.3	-	-	-	-	-	-	-	-	
	7/2/2001	13	220	330	-	7.4	-	-	-	-	-	-	-	-	
	9/5/2002	12	185	290	-	7.2	-	-	-	-	-	-	-	-	
	11/3/2005 <sup>4</sup>	-	-	-	-	-	-	-	-	-	-	-	-	-14.6	-109
	8/26/2011 <sup>4</sup>	21	-	-	-	-	0.012	0.059	0.015	1.41	0.4	51	-14.6	-109	
MCWD-16	1992	-	-	690	366	7.1	0.018	-	-	0	2.00	-	-	-	
	7/11/1996	21	432	660	-	7.5	-	-	-	-	-	-	-	-	
	9/11/1997	23	317	632	-	7.1	-	-	-	-	-	-	-	-	
	7/6/1998	21	500	710	-	7.1	0.027	-	-	2	0.6	-	-	-	
	8/20/1999	21	480	690	-	7.2	-	-	-	-	-	-	-	-	
	8/22/2000	23	485	695	-	7.3	-	-	-	-	-	-	-	-	
	10/1/2001	21	490	710	-	6.9	0.038	-	-	1	0.5	-	-	-	
	9/9/2002	21	490	705	-	6.7	-	-	-	-	-	-	-	-	
MCWD-17	1992	-	-	350	158	7.7	0.042	-	-	3	2	-	-	-	
	7/11/1996	18	265	360	-	7.3	-	-	-	-	-	-	-	-	
	7/6/1998	16	280	350	170	7.1	0.037	-	-	2	0.4	-	-	-	
	8/20/1999	16	280	350	-	7.2	-	-	-	-	-	-	-	-	
	8/22/2000	17	276	355	-	7.2	-	-	-	-	-	-	-	-	
	7/2/2001	16	310	410	190	6.7	0.06	-	-	5	0.6	-	-	-	
	9/3/2002	16	290	400	190	6.6	0.06	-	-	5	0.6	-	-	-	
	8/26/2011 <sup>4</sup>	16	400	-	-	7.7	0.077	0.234	0.011	5.17	0.56	95	-15.5	-115	
MCWD-18	1992	-	-	530	274	7	0.018	-	-	0	2	-	-	-	
	10/1/1998	21	-	490	230	6.9	0.03	-	-	2	1	-	-	-	
	10/1/2001	19.4	-	530	260	6.4	0.017	-	-	0	1	-	-	-	
MCWD-20	1992	-	-	350	-	7	0.011	-	ND	0	2	-	-	-	
	7/26/1995	15.5	226	323	-	6.9	0.006	0.1	-	1	1	70.0	-15.5	-115	
	7/11/1996	15	164	217	-	7.1	-	-	-	-	-	-	-	-	
	9/11/1997	16	168	336	-	6.9	-	-	-	-	-	-	-	-	
	8/20/1999	16	190	310	-	7.1	-	-	-	-	-	-	-	-	
	7/27/2001	16	250	340	160	6.8	0.008	-	ND	0	0.5	-	-	-	
	9/5/2002	17	195	400	-	6.6	-	-	-	-	-	-	-	-	

Site Name	Sample Date	Fluid Temperature	TDS	Specific Conductance	Alkalinity	pH (field)	Arsenic	Boron	Bromide	Chloride	Fluoride	Silica	d <sup>18</sup> O	d <sup>2</sup> H
		°C	mg/L	µS/cm	mg/L									
	8/26/2011 <sup>4</sup>	-	-	-	-	-	0.01	0.1	0.0	1	0.5	74.0	-15.6	-114
MCWD-26	2006	42	-	-	-	-	-	-	0.7	6.40	0.7	-	-	-

ND = Non-detect

"-" = Data not analyzed or available

e = represents the estimated conductance for the 1996 analyses, based on a value determined on a sample collected in 1990.

<sup>1</sup> Brown et al. (2013)

<sup>2</sup> 1986 samples reported by Sorey et al. (1991)

<sup>3</sup> Evans et al. (2002)

<sup>4</sup> Evans (written commun., 2016)



**Table 2b**  
**Summary of Selected Physical, Geochemical, and Isotope Fluid Samples from**  
**the MCWD Wells and 28A-25 Dual-nested Monitoring Well (post-July 17, 2014)**

Site Name	Sample Date	Fluid Temperature	TDS	Specific Conductance	pH (field)	Arsenic	Boron	Bromide	Chloride	Fluoride	Silica	d <sup>18</sup> O	d <sup>2</sup> H
		°C	mg/L	µS/cm		mg/L						parts per thousand (‰)	
Shallow Cold Groundwater Aquifer Production and Monitoring Wells <sup>1</sup>													
MCWD-1	1/25/2016	8.0	149	229	7.2	0.005	0.048	0.011	0.82	0.38	47	-14.4	-107
	4/25/2016	8.0	157	233	6.8	0.005	0.048	0.010	0.77	0.41	52	-14.4	-107
	7/11/2016	7.9	164	244	7.1	0.005	0.038	0.018	0.96	0.40	49	-14.2	-106
	10/11/2016	7.8	166	231	7.3	0.005	0.038	0.018	0.79	0.37	49	-14.2	-105
	1/24/2017	7.6	144	302	7.0	0.004	0.034	0.019	0.88	0.35	48	-14.1	-106
	4/3/2017	7.6	143	214	7.3	0.004	0.032	0.021	0.97	0.36	48	-14.1	-106
	7/17/2017	7.6	152	204	6.9	0.005	0.031	0.033	1.40	0.34	48	-14.2	-107
	10/10/2017	7.5	-	213	7.0	-	-	-	-	-	-	-	-
MCWD-15	1/26/2016	11.4	229	342	7.4	0.015	0.173	0.011	1.73	0.47	56	-14.9	-110
	4/26/2016	9.3	182	256	7.1	0.013	0.074	0.015	1.42	0.42	57	-14.6	-108
	7/12/2016	9.0	163	245	7.3	0.010	0.056	0.015	1.31	0.42	54	-14.5	-108
	10/12/2016	8.8	169	244	7.7	0.010	0.051	0.017	1.24	0.40	53	-14.5	-107
	4/4/2017	8.7	162	244	7.4	0.010	0.047	0.015	1.30	0.40	51	-14.5	-108
	7/18/2017	9.8	174	268	7.2	0.012	0.064	0.014	1.27	0.43	53	-14.5	-109
	10/11/2017	9.1	-	241	7.3	-	-	-	-	-	-	-	-
MCWD-16	1/26/2016	19.4	380	572	6.6	0.011	0.106	0.014	0.62	0.56	81	-15.6	-113
	4/26/2016	18.4	362	538	6.5	0.007	0.090	-	0.56	0.58	81	-15.5	-113
	7/12/2016	20.0	371	579	6.7	0.008	0.116	0.003	0.67	0.58	82	-15.5	-112
	10/13/2016	19.3	371	563	6.3	0.014	0.113	0.004	0.65	0.53	83	-15.5	-112
	1/26/2017	18.1	368	545	6.5	0.007	0.098	-	0.58	0.56	80	-15.3	-112
	4/4/2017	18.4	357	538	6.5	0.006	0.098	-	0.59	0.57	80	-15.5	-113
	7/18/2017	18.6	365	550	6.3	0.007	0.097	-	0.60	0.56	79	-15.5	-113
	10/11/2017	18.2	-	530	6.4	-	-	-	-	-	-	-	-
MCWD-17	1/27/2016	27.6	401	554	7.0	0.123	0.513	0.038	12.20	0.65	110	-	-
	4/26/2016	27.1	393	539	7.0	0.123	0.486	0.035	11.40	0.64	112	-15.4	-113
	7/13/2016	27.2	364	544	6.8	0.115	0.494	0.034	11.50	0.63	110	-15.5	-114
	10/13/2016	25.3	341	505	6.8	0.121	0.466	0.033	10.30	0.62	105	-15.5	-114
	1/25/2017	24.3	351	440	6.9	0.103	0.416	0.030	9.40	0.60	102	-15.5	-115
	4/4/2017	23.4	347	487	6.9	0.100	0.410	0.028	9.07	0.59	101	-15.5	-115
	7/18/2017	24.7	357	498	6.8	0.108	0.386	0.028	8.59	0.60	102	-15.4	-115

Site Name	Sample Date	Fluid Temperature	TDS	Specific Conductance	pH (field)	Arsenic	Boron	Bromide	Chloride	Fluoride	Silica	d <sup>18</sup> O	d <sup>2</sup> H
		°C	mg/L	µS/cm									
	10/11/2017	22.6	-	449	6.9	-	-	-	-	-	-	-	-
MCWD-20	1/26/2016	18.2	296	433	6.6	0.009	0.070	0.004	0.76	0.49	79	-15.6	-113
	4/26/2016	15.3	276	384	6.5	0.006	0.055	-	0.80	0.46	78	-15.5	-113
	7/12/2016	16.0	282	411	6.6	0.005	0.063	0.005	0.76	0.45	78	-15.5	-113
	10/13/2016	16.4	281	412	6.3	0.006	0.059	0.004	0.69	0.47	77	-15.5	-113
	4/4/2017	14.9	240	336	6.5	0.006	0.062	-	0.80	0.48	74	-15.6	-114
	7/18/2017	15.5	246	368	6.3	0.006	0.065	-	0.77	0.48	74	-15.6	-115
	10/11/2017	15.6	-	365	6.4	-	-	-	-	-	-	-	-
	MCWD-25	1/25/2016	9.5	182	284	7.3	0.006	0.051	0.021	1.52	0.27	47	-14.8
4/26/2016		8.7	180	265	7.0	0.004	0.043	0.042	2.45	0.25	51	-14.5	-107
7/12/2016		8.7	162	275	7.1	0.004	0.043	0.031	2.17	0.27	48	-14.3	-108
10/12/2016		8.6	177	269	7.7	0.004	0.040	0.058	2.24	0.26	47	-14.3	-107
1/25/2017		8.5	167	345	7.1	0.004	0.037	0.034	2.20	0.24	46	-14.3	-107
4/3/2017		8.1	165	254	7.1	0.004	0.032	0.042	2.51	0.23	45	-14.2	-106
7/18/2017		8.7	171	266	7.0	0.005	0.040	0.028	1.92	0.27	47	-14.2	-108
10/11/2017		8.2	-	237	7.0	-	-	-	-	-	-	-	-
MCWD-26	1/27/2016	37.3	386	544	7.1	0.157	0.380	0.032	7.14	0.66	127	-15.7	-115
	4/25/2016	35.6	382	558	7.0	0.165	0.369	0.031	6.99	0.65	137	-15.8	-116
	7/13/2016	38.0	391	551	7.0	0.157	0.385	0.031	7.02	0.64	128	-15.7	-116
	10/11/2016	37.6	392	581	7.1	0.174	0.397	0.031	6.87	0.63	129	-15.8	-114
	1/25/2017	36.4	388	496	6.9	0.161	0.357	0.031	6.71	0.62	127	-15.8	-116
	4/4/2017	36.0	399	559	6.9	0.161	0.416	0.031	7.34	0.64	128	-15.8	-116
	7/18/2017	36.2	397	567	6.8	0.169	0.420	0.032	7.57	0.66	130	-15.7	-117
	10/11/2017	35.2	-	540	6.9	-	-	-	-	-	-	-	-
Dual Completion (Shallow and Intermediate Depth) Monitoring Wells <sup>1</sup>													
28A-2501	2/23/2016	43.0	400	506	6.6	0.188	0.621	0.036	11.9	0.66	136	-15.7	-116
	5/17/2016	44.4	393	515	6.6	0.187	0.625	0.041	11.6	0.64	142	-15.7	-116
	8/16/2016	45.0	407	529	6.6	ND	0.673	0.034	11.6	0.68	142	-15.7	-116
	12/13/2016	42.0	414	516	6.6	0.210	0.674	0.032	11.7	0.63	144	-15.7	-116
	2/14/2017	43.0	410	512	6.5	0.203	0.672	0.031	11.7	0.63	144	-15.7	-115
	5/23/2017	45.9	408	520	6.5	0.201	0.662	0.033	11.7	0.61	145	-15.8	-115
28A-2502	2/24/2016	44.0	427	552	6.5	0.140	0.621	0.035	11.7	0.58	149	-15.7	-116
	5/18/2016	44.1	420	537	6.5	0.141	0.630	0.031	11.3	0.54	153	-15.7	-115
	8/16/2016	45.0	427	542	6.3	0.154	0.663	0.030	11.2	0.57	151	-15.7	-116

Site Name	Sample Date	Fluid Temperature	TDS	Specific Conductance	pH (field)	Arsenic	Boron	Bromide	Chloride	Fluoride	Silica	d <sup>18</sup> O	d <sup>2</sup> H
		°C	mg/L	µS/cm									
	12/13/2016	41.4	433	535	6.3	0.159	0.661	0.031	11.3	0.54	153	-15.8	-117
	2/14/2017	44.0	424	535	6.3	0.161	0.665	0.030	11.3	0.52	155	-15.7	-117
	5/23/2017	44.5	-	541	6.3	-	-	0.032	-	-	-	-15.8	-115
14A-2501	2/25/2016	51	817	944	6.4	0.097	3.080	0.087	26.5	0.29E	245	-15.1	-117
	5/19/2016	52.4	784	897	6.3	0.105	3.160	0.077	24.9	0.23E	267	-15.1	-116
	8/17/2016	53	875	970	6.4	0.132	3.610	0.079	28.9	0.25E	284	-15.0	-117
	12/14/2016	42.8	799	874	6.2	0.134	3.480	0.068	24.6	0.21	273	-15.0	-116
	2/15/2017	51.5	773	877	6.2	0.135	3.480	0.065	24.6	0.22E	276	-15.1	-116
	5/18/2017	60.8	593	528	5.7	0.047	1.550	0.046	24.6	0.23	270	-15.9	-121

ND = Non-detect

"-" = Data not analyzed or available

E = Estimated value

<sup>1</sup> <https://waterdata.usgs.gov/nwis>

Water quality data from 14A-2501 are shown here, but according to Evans' reports to the LVHAC, are considered to be potentially contaminated as a result of borehole drilling.

Water quality data from 14A-2502 are not shown here. According to Evans' reports to the LVHAC, 14A-2502 are considered to be contaminated as a result of borehole drilling.

**Table 3**  
**Summary of Physical Water Quality Parameters from Select GMRP Monitoring Well Sites (post-July 17, 2014)**

Parameter	Basalt Canyon Wells <sup>1</sup>			Dual-Nested Monitoring Wells <sup>2,3</sup>		MCWD Warmer-Temperature Wells <sup>2</sup>				MCWD Colder-Temperature Wells <sup>2</sup>		
	RDO-8	57-25	66-25	28A-2501	28A-2502	16	17	20	26	1	15	25
<b>Temperature (C°)</b>												
Minimum	202	170	170	42.0	41.4	18.1	22.6	14.9	35.2	7.5	8.7	8.1
Maximum	202	190	174	45.9	45.0	20.0	27.6	18.2	38.0	8.0	11.4	9.5
Average	202	180	172	43.9	43.8	18.8	25.3	16.0	36.5	7.8	9.4	8.6
<b>pH</b>												
Minimum	5.9	5.9	6.1	6.5	6.3	6.3	6.8	6.3	6.8	6.8	7.1	7.0
Maximum	6.8	5.9	6.1	6.6	6.5	6.7	7.0	6.6	7.1	7.3	7.7	7.7
Average	6.4	5.9	6.1	6.6	6.4	6.5	6.9	6.5	7.0	7.1	7.3	7.2
<b>SC (µS/cm)</b>												
Minimum	-	-	-	506	535	530	440	336	496	204	241	237
Maximum	-	-	-	529	552	579	554	433	581	302	342	345
Average	-	-	-	516	540	552	502	387	550	234	263	274
<b>TDS (mg/L)</b>												
Minimum	1,430	-	-	393	420	357	341	240	382	143	162	162
Maximum	1,430	-	-	414	433	380	401	296	399	166	229	182
Average	1,430	-	-	405	426	368	365	270	391	154	180	172

<sup>1</sup> 57-25 and 66-25 sampled in 2006, and temperature data collected during the 2015 Basalt Canyon Memorial Day Flow Test; RDO-8 sampled in 1986 and 2007.

<sup>2</sup> Wells sampled between 2016 and 2017.

<sup>3</sup> Water quality data from 14A-25 are not included in this table due to USGS-reported well contamination issued related to the well drilling and construction.

**Table 4a**  
**Summary of Select Conservative Element Geochemical Data from the Basalt Canyon and MCWD Wells for the USGS August 2011 Sample**  
**Event (pre-July 17, 2014)**  
*mg/L*

Conservative Element	Basalt Canyon Wells		MCWD Warmer-Temperature Wells				MCWD Colder-Temperature Wells			
	57-25	66-25	16	17	20	26	1	6	15	25
<b>Arsenic</b>	1.5	1.4	-	0.077	0.006	-	0.005	0.038	0.012	-
<b>Boron</b>	11.1	10.0	-	0.234	0.064	-	0.035	0.085	0.059	-
<b>Bromide</b>	0.48	0.44	-	0.011	0.002	-	0.014	0.002	0.015	-
<b>Chloride</b>	253	234	-	5.17	0.74	-	1.23	0.47	1.41	-



**Table 4b**  
**Summary of Selected Conservative Element Geochemical Data from the Basalt Canyon, MCWD, and 28A-25 Dual-nested Wells**  
**(post-July 17, 2014)**  
*mg/L*

Conservative Element	Basalt Canyon Wells <sup>1</sup>		Dual-Nested Monitoring Wells <sup>2</sup>		MCWD Warmer-Temperature Wells				MCWD Colder-Temperature Wells		
	57-25	66-25	28A-2501	28A-2502	16	17	20	26	1	15	25
<b>Arsenic</b>											
Minimum	1.5	1.4	0.187	0.140	0.006	0.100	0.005	0.157	0.004	0.010	0.004
Maximum	1.5	1.4	0.210	0.161	0.014	0.123	0.009	0.174	0.005	0.015	0.006
Average	1.5	1.4	0.198	0.151	0.009	0.113	0.006	0.163	0.005	0.012	0.004
<b>Boron</b>											
Minimum	11.1	10.0	0.621	0.621	0.090	0.386	0.055	0.357	0.031	0.047	0.032
Maximum	11.1	10.0	0.674	0.665	0.116	0.513	0.070	0.420	0.048	0.173	0.051
Average	11.1	10.0	0.655	0.648	0.103	0.453	0.062	0.389	0.038	0.078	0.041
<b>Bromide</b>											
Minimum	0.48	0.44	0.031	0.030	0.003	0.028	0.004	0.031	0.010	0.011	0.021
Maximum	0.48	0.44	0.041	0.035	0.014	0.038	0.005	0.032	0.033	0.017	0.058
Average	0.48	0.44	0.035	0.032	0.007	0.032	0.004	0.031	0.019	0.015	0.037
<b>Chloride</b>											
Minimum	253	234	11.6	11.2	0.56	8.59	0.69	6.71	0.77	1.24	1.52
Maximum	253	234	11.9	11.7	0.67	12.20	0.80	7.57	1.40	1.73	2.51
Average	253	234	11.7	11.4	0.61	10.35	0.76	7.09	0.94	1.38	2.14

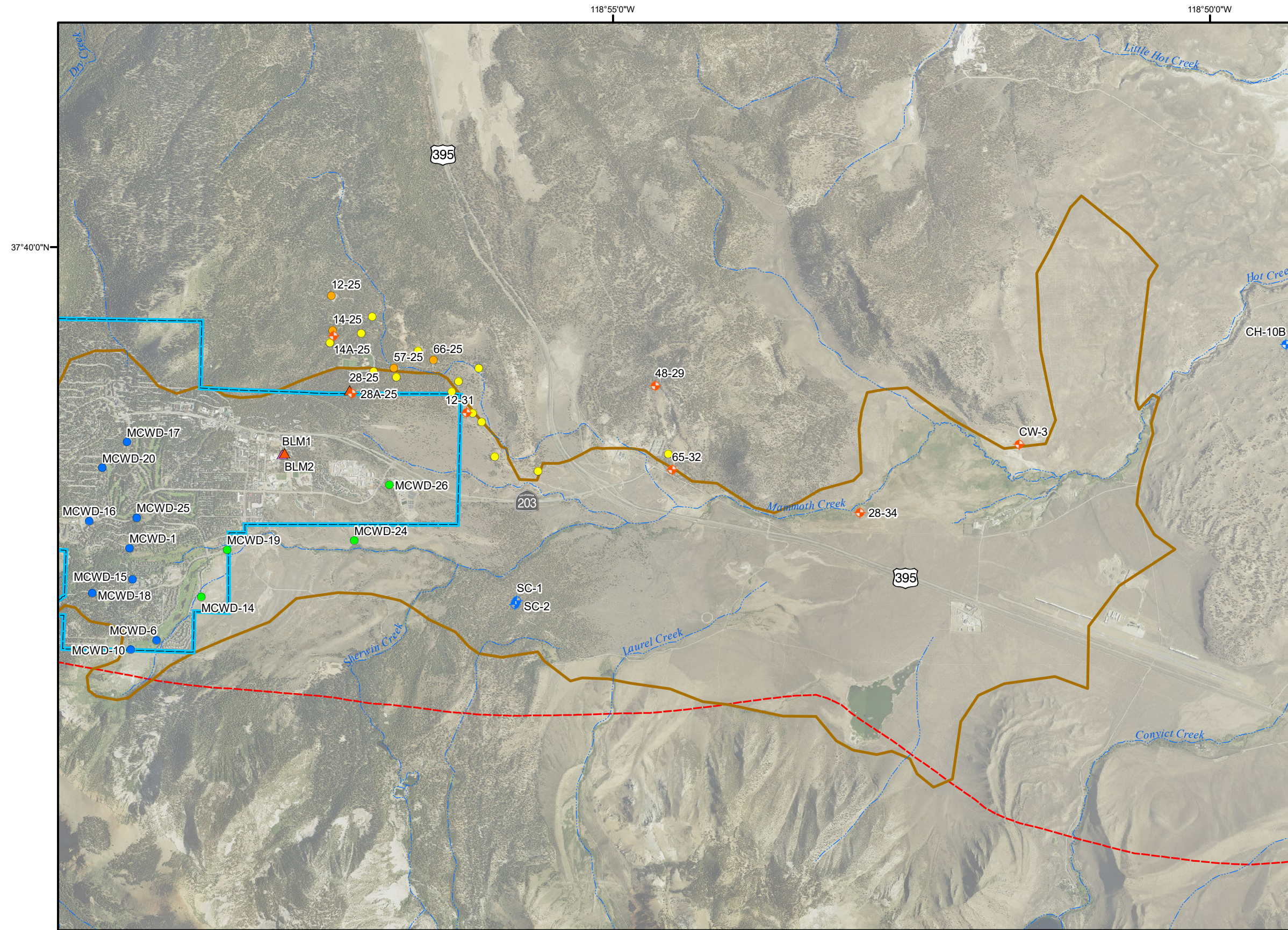
<sup>1</sup> 57-25 and 66-25 sampled in 2006. The 2006 data is the only publically available data from Basalt Canyon geothermal wells 57-25 and 66-25.

<sup>2</sup> Water quality data from 14A-25 is not included in this table due to USGS-reported well contamination issued related to the well drilling and construction.

**Table 5**  
**Percent of Mixing (Geothermal Fluids in Non-Geothermal Waters) for Warm-Temperature MCWD and 28A-25 Dual-nested Wells (post-July 17, 2014)**

Site Name	Sample Date	Conservative Element			
		Chloride		Boron	
		Mixing Line End-Member			
		57-25	66-25	57-25	66-25
MCWD-17	1/27/2016	4.8%	5.2%	4.6%	5.1%
	4/26/2016	4.5%	4.9%	4.4%	4.9%
	7/13/2016	4.5%	4.9%	4.4%	4.9%
	10/13/2016	4.1%	4.4%	4.2%	4.7%
	1/25/2017	3.7%	4.0%	3.7%	4.2%
	4/4/2017	3.6%	3.9%	3.7%	4.1%
	7/18/2017	3.4%	3.7%	3.5%	3.9%
MCWD-26	1/27/2016	2.8%	3.1%	3.4%	3.8%
	4/25/2016	2.8%	3.0%	3.3%	3.7%
	7/13/2016	2.8%	3.0%	3.5%	3.9%
	10/11/2016	2.7%	2.9%	3.6%	4.0%
	1/25/2017	2.7%	2.9%	3.2%	3.6%
	4/4/2017	2.9%	3.1%	3.7%	4.2%
	7/18/2017	3.0%	3.2%	3.8%	4.2%
28A-2501	2/23/2016	4.7%	5.1%	5.6%	6.2%
	5/17/2016	4.6%	5.0%	5.6%	6.3%
	8/16/2016	4.6%	5.0%	6.0%	6.7%
	12/13/2016	4.6%	5.0%	6.1%	6.7%
	2/14/2017	4.6%	5.0%	6.0%	6.7%
	5/23/2017	4.6%	5.0%	5.9%	6.6%
28A-2502	2/24/2016	4.6%	5.0%	5.6%	6.2%
	5/18/2016	4.5%	4.8%	5.7%	6.3%
	8/16/2016	4.4%	4.8%	6.0%	6.6%
	12/13/2016	4.5%	4.8%	5.9%	6.6%
	2/14/2017	4.5%	4.8%	6.0%	6.6%
	5/23/2017	-	-	-	-



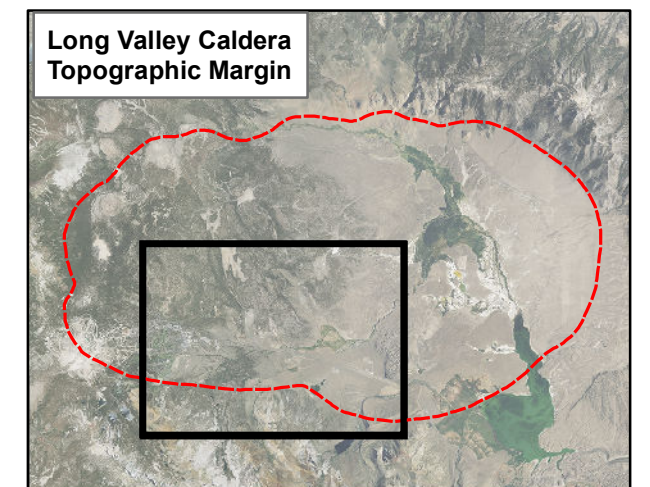


**Explanation**

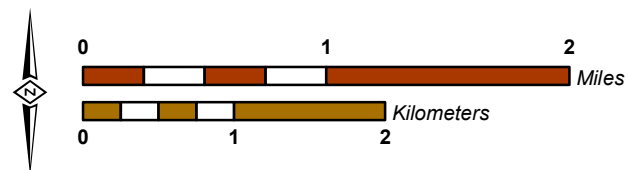
- MCWD Monitoring Well
- MCWD Production Well
- ◆ USGS Monitoring Well
- ◆ Ormat Geothermal Monitoring Well
- Existing Geothermal Production Well\*
- CD-IV Project Proposed Geothermal Well
- ▲ BLM Dual Completion Monitoring Well
- ▲ BLM Geothermal Monitoring Well (Prospective)

\*Geothermal wells 12-25 and 14-25 are likely to become production or injection wells once the CD-IV project comes on-line.

- Caldera Topographic Margin
- ▭ WEI (2009) Mammoth Groundwater Basin
- ▭ MCWD Service Area



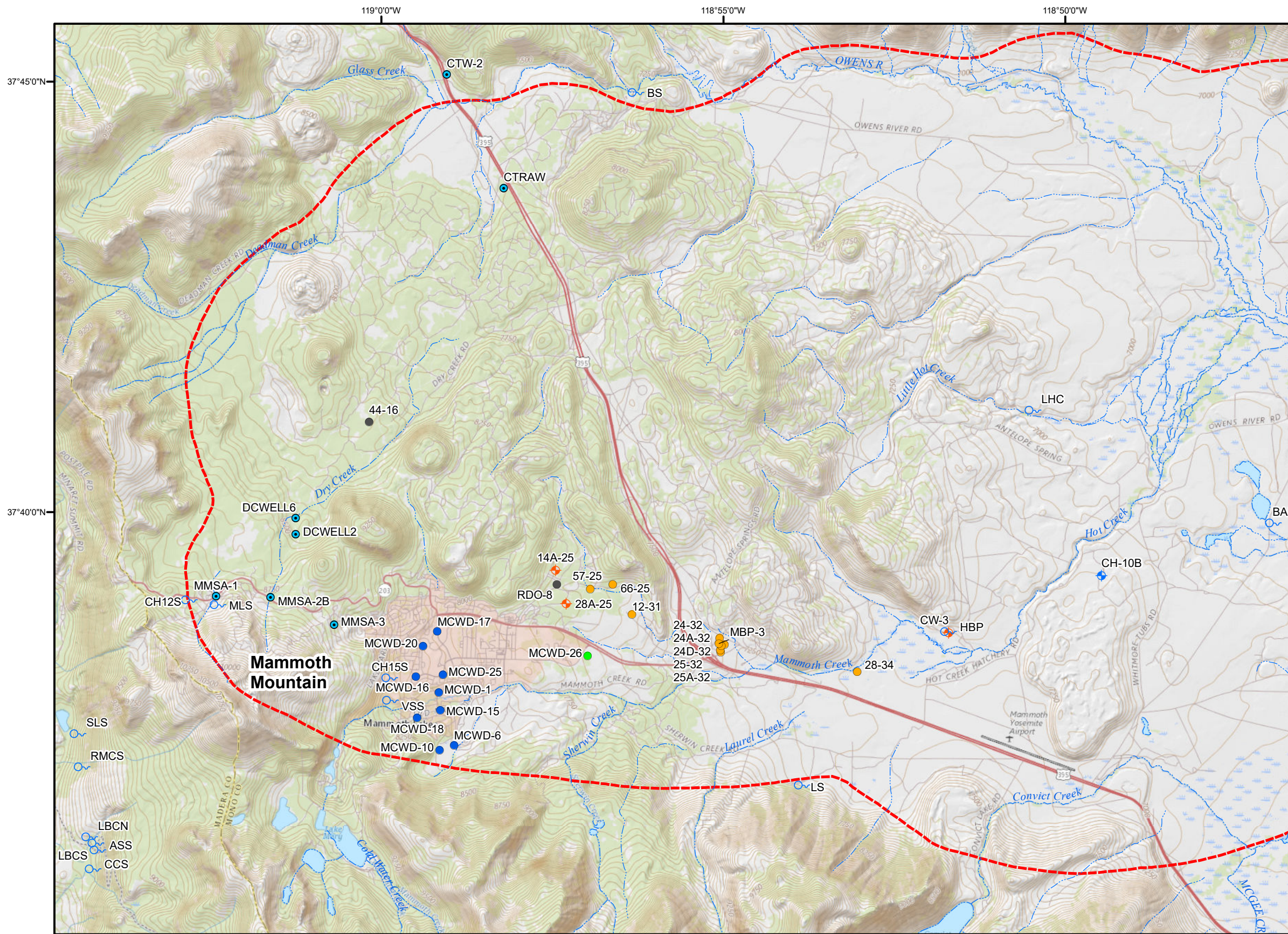
Author: MAB  
 Date: 3/14/2018  
 Document Name: 20171222\_MCWD\_OrmatWells11x17



**CD-IV Project and MCWD Well Locations**

**Figure 1**

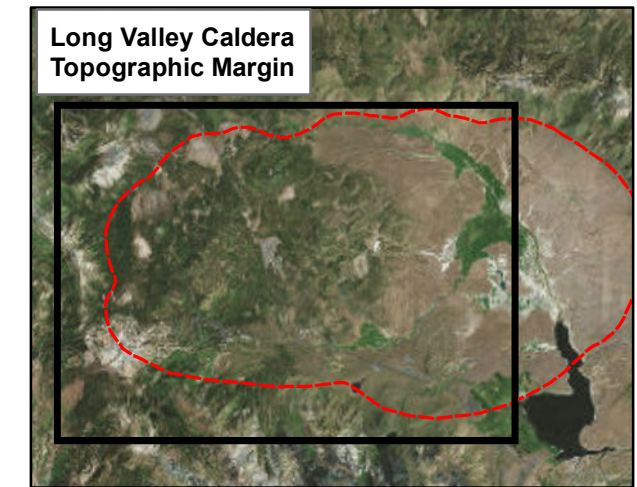




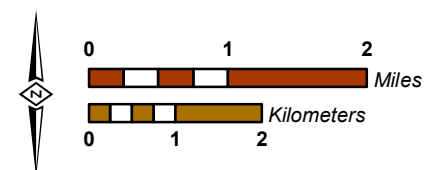
**Well and Spring Sampling Locations**

- MCWD Monitoring Well
- MCWD Production Well
- ⊕ USGS Monitoring Well
- ⊕ Ormat Geothermal Monitoring Well
- Existing Geothermal Well
- Groundwater Well
- Surface-water Site

--- Caldera Topographic Margin



Author: MAB  
 Date: 3/14/2018  
 Document Name: 20171114\_MCWD\_OrmatWells11x17\_v2



**GMRP and Long Valley Caldera  
 Water Quality Sampling Locations**

Figure 2



Figure 3  
Groundwater Temperatures from the Basalt Canyon Production, MCWD, and 28A-25 Dual-nested Wells

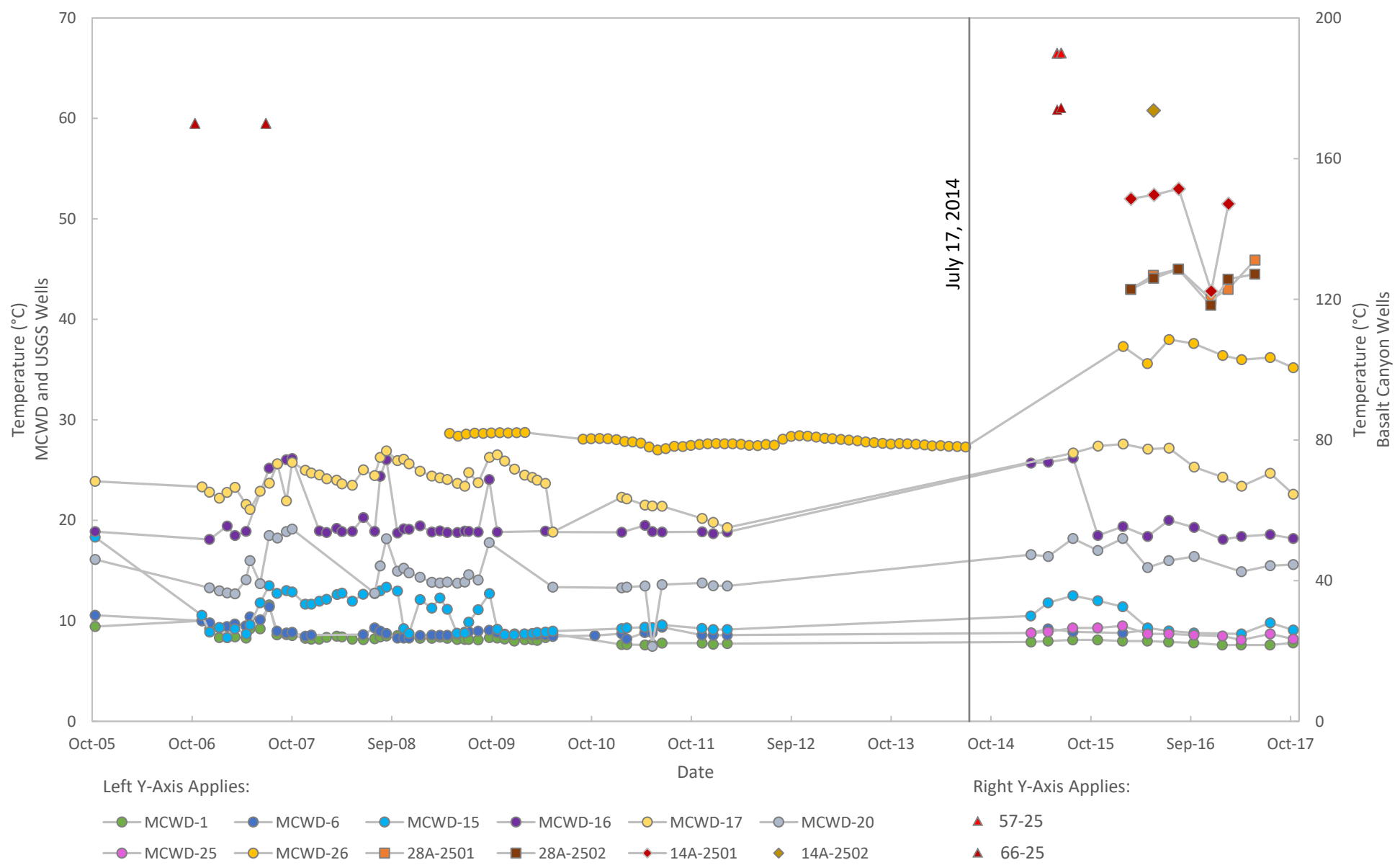




Figure 4a  
 Chloride and Bromide Concentrations for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera  
 (pre-July 17, 2014)

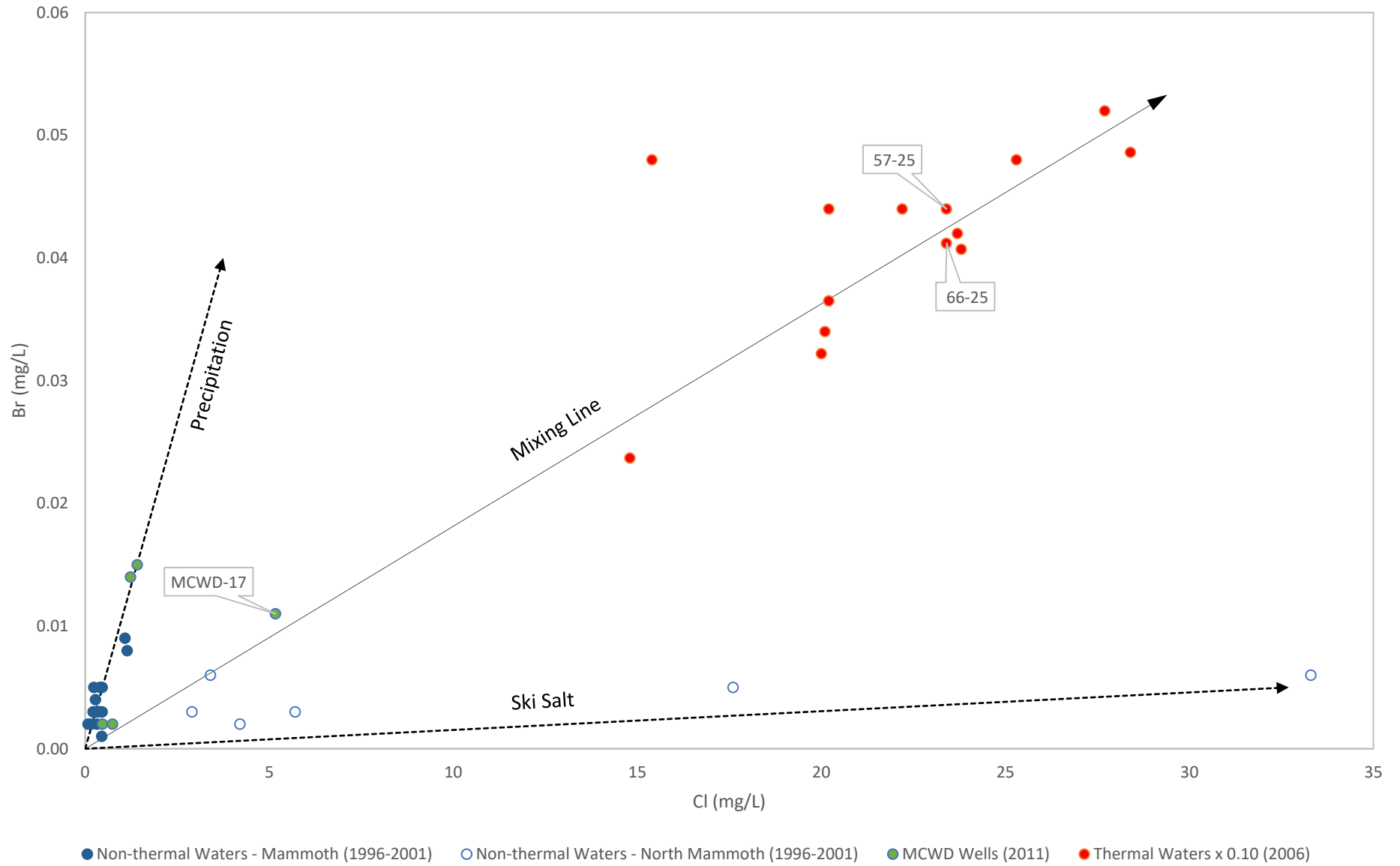


Figure 4b  
 Chloride and Boron Concentrations for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera  
 (pre-July 17, 2014)

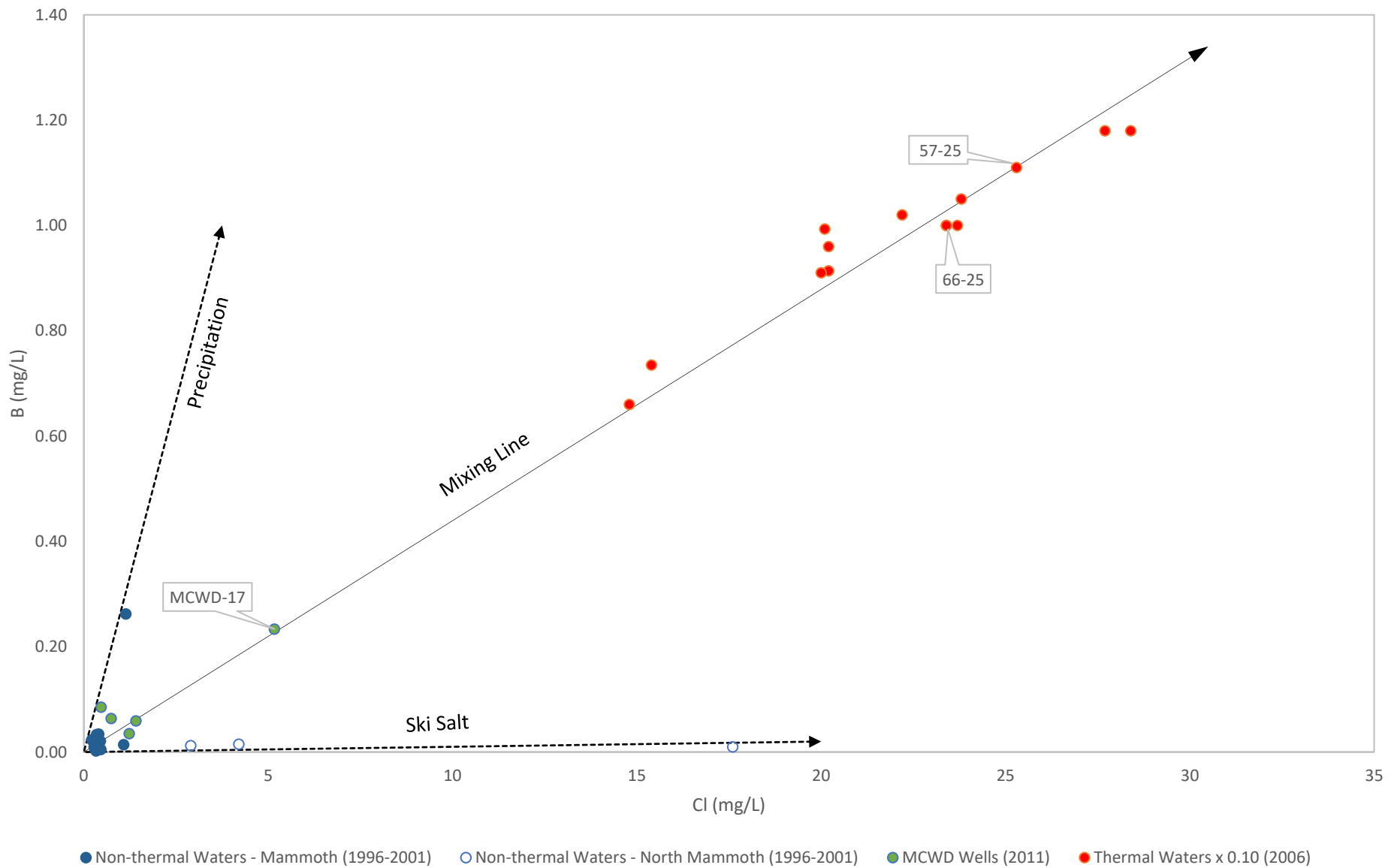


Figure 5a  
 Chloride and Bromide Concentrations for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera  
 (pre- and post-July 17, 2014)

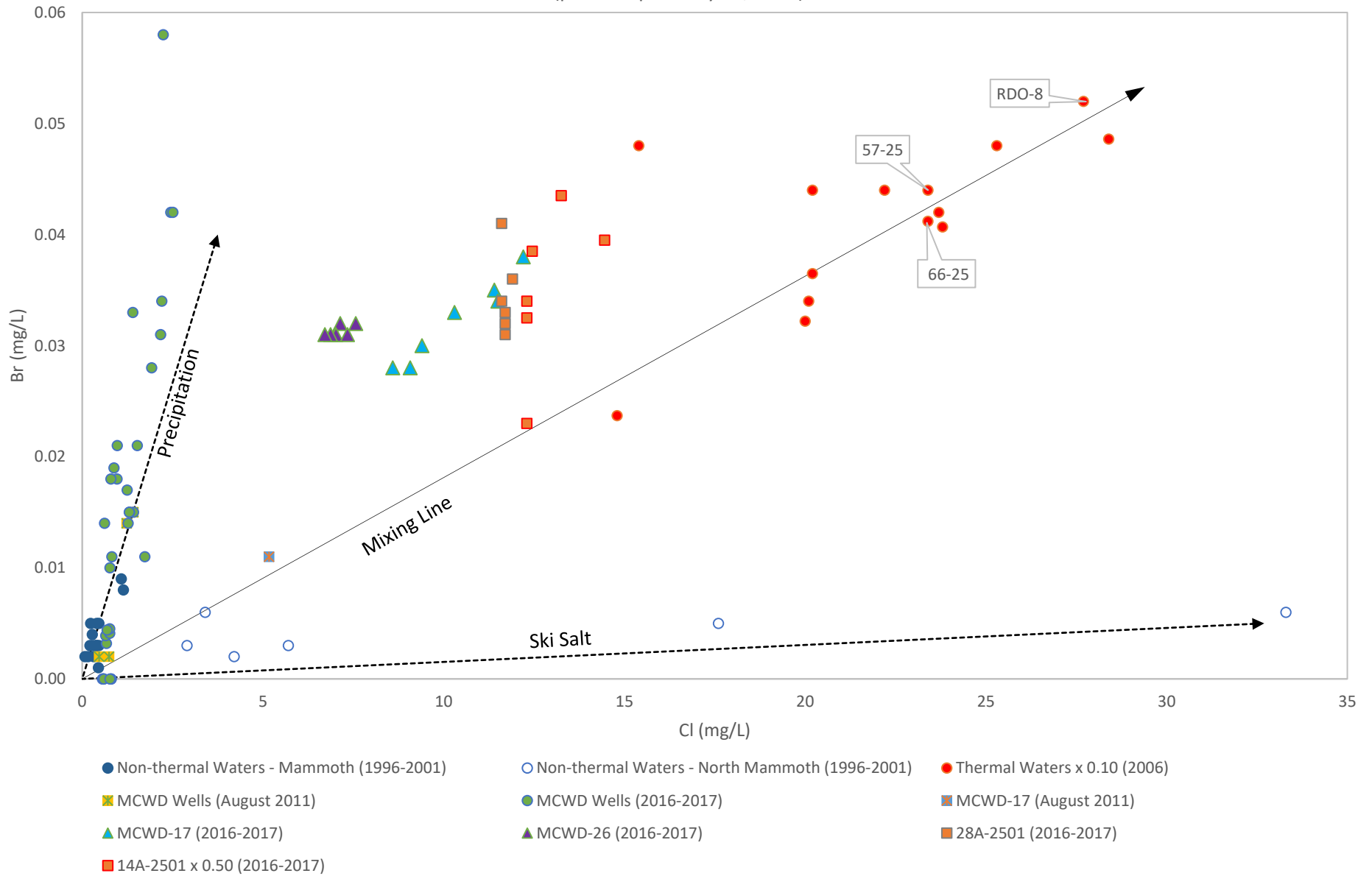


Figure 5b  
 Chloride and Boron Concentrations for Geothermal Fluids and Non-Thermal Waters in the Long Valley Caldera  
 (pre- and post-July 17, 2014)

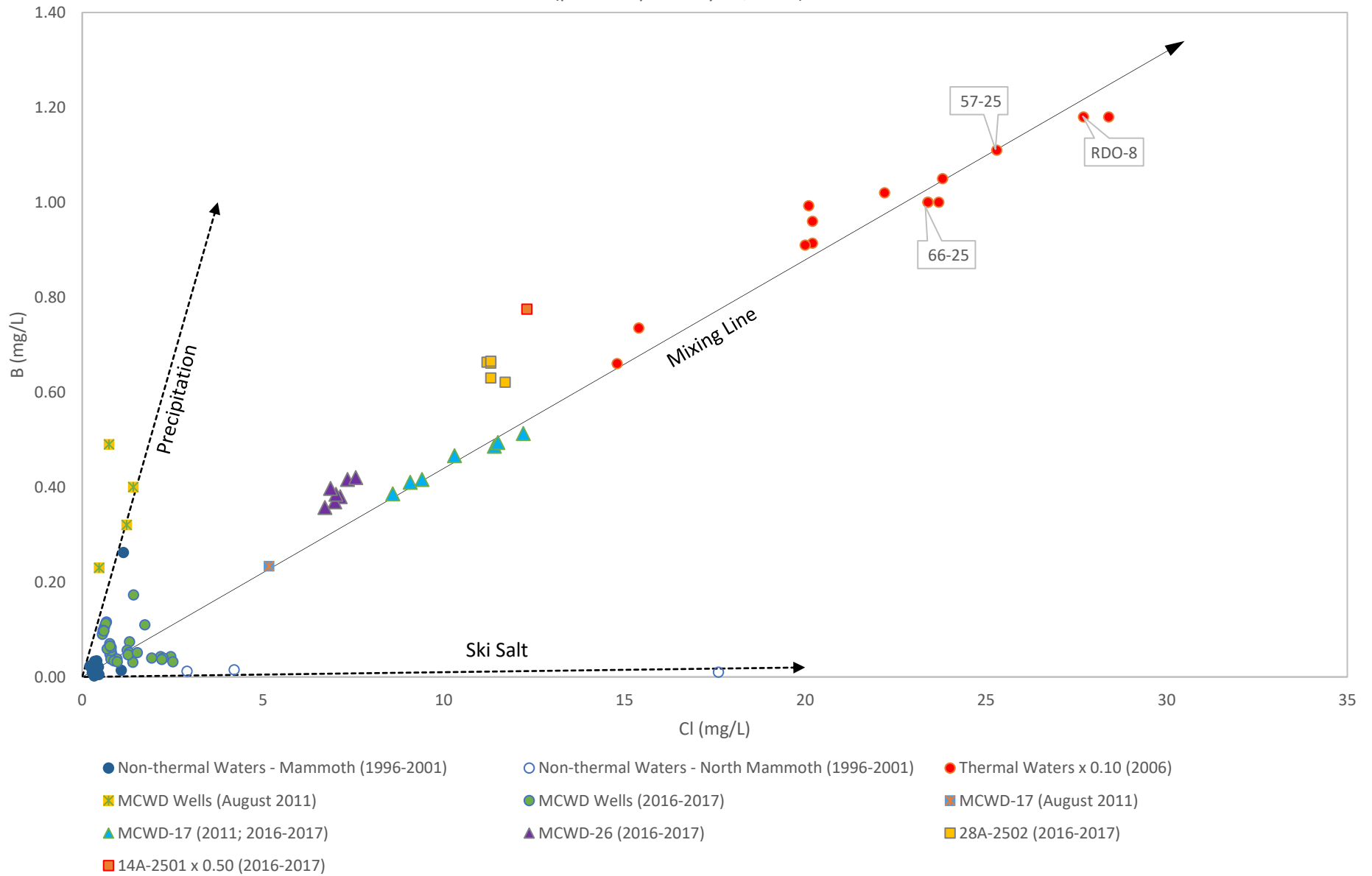


Figure 6a  
 Stable Isotopic Compositions for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera  
 (pre- and post-July 17, 2014)

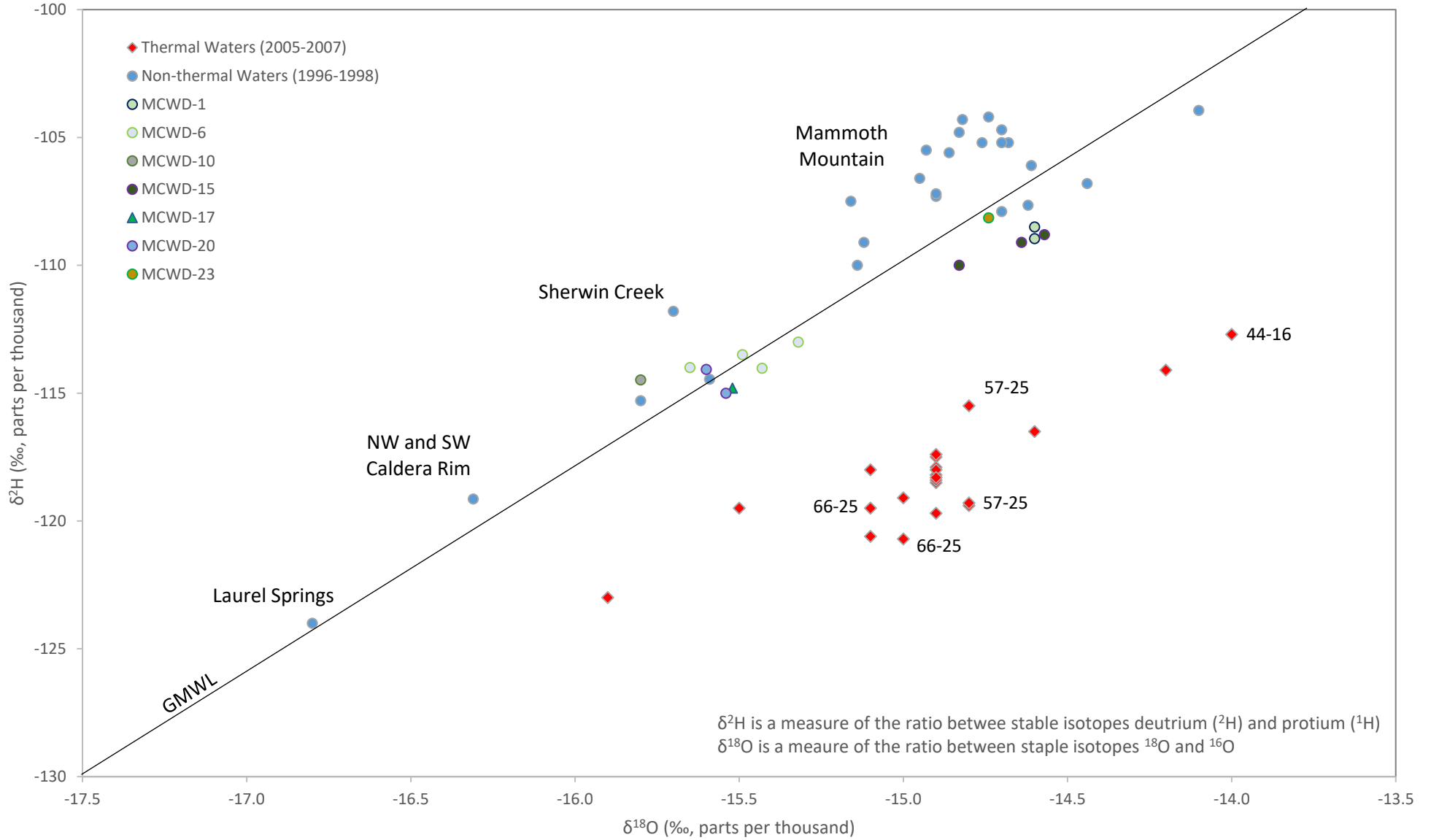




Figure 6b  
 Stable Isotopic Compositions for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera  
 (pre- and post-July 17, 2014)

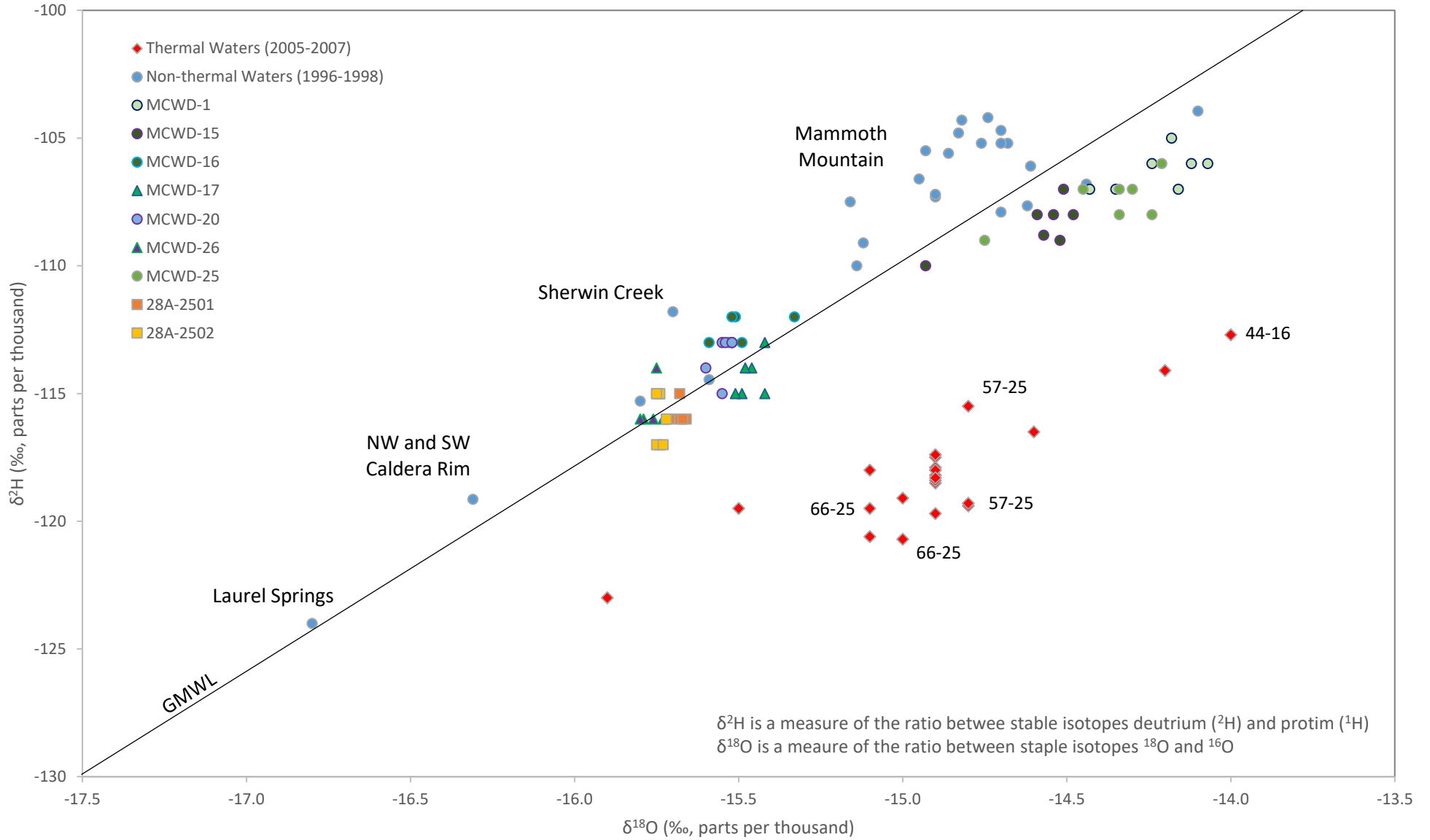
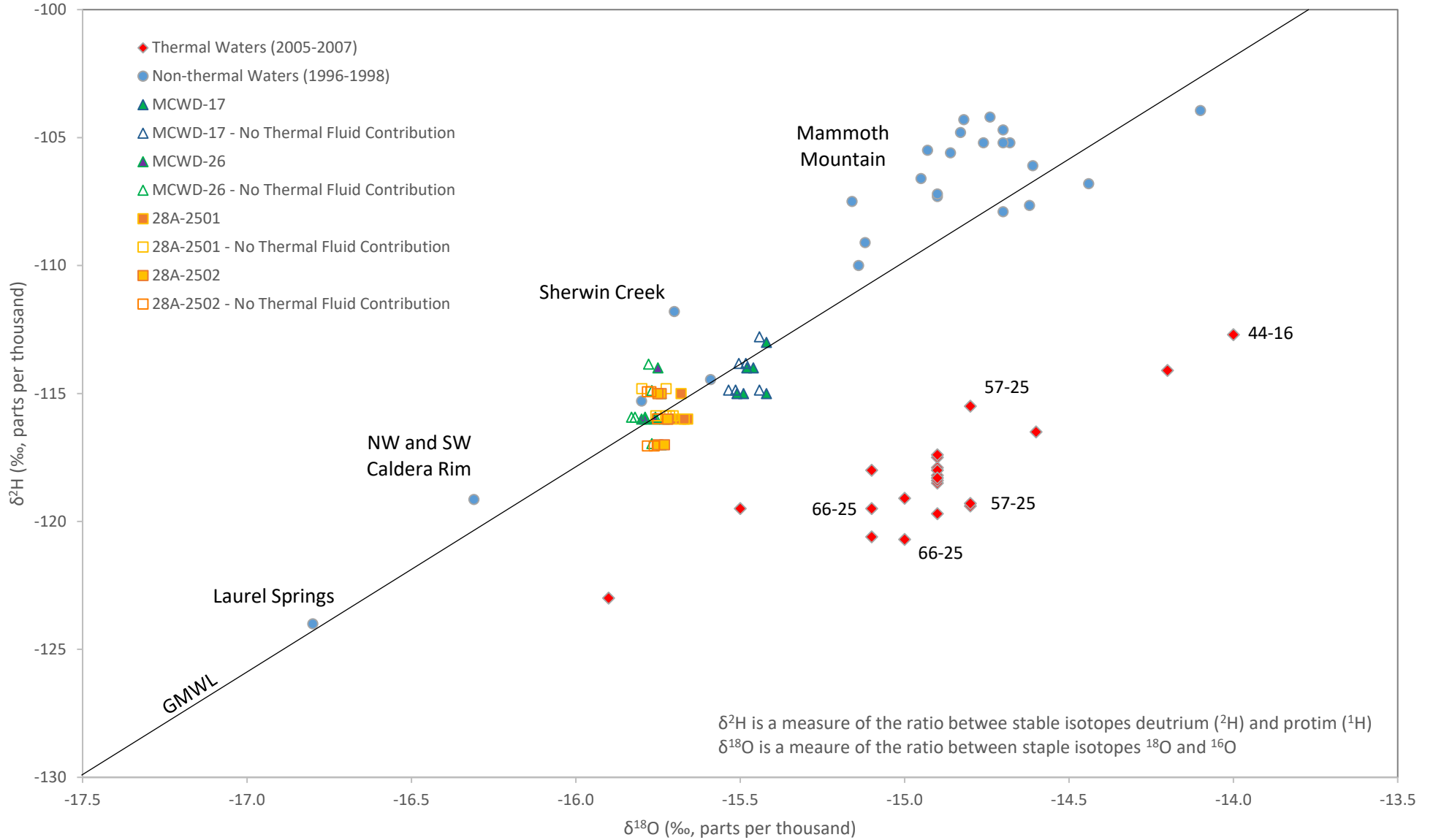
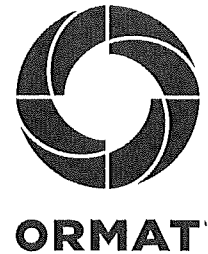


Figure 6c  
 Stable Isotopic Compositions for Geothermal Fluids and Non-Geothermal Waters in the Long Valley Caldera  
 (pre- and post-July 17, 2014)





May 10, 2018

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

RE: Mammoth Community Water District Press Release and Letter Campaign

Dear Supervisors,

Ormat develops clean, sustainable energy projects. The projects do not leave carbon footprints. As the governmental agencies that reviewed CD IV found, the project is consistent with and promotes state and federal air quality and renewable energy standards. Geothermal development is not new to the Mammoth Lakes, California area, where geothermal power plants have been operating for over 30 years. The Casa Diablo IV Project will be the fourth geothermal project developed in the area which has been the focus of an extensive monitoring and mitigation plan that has been in place throughout the development process.

The Casa Diablo IV Project has been approved by the appropriate state and federal regulatory agencies after an extensive environmental review, which included thorough analysis on the risk of any possible impacts of the project on cold groundwater resources in the region. This expert analysis has been confirmed as the Mammoth Community Water District (MCWD) has repeatedly challenged the analysis via litigation, attacking Ormat's validly issued government approvals. In each case they have failed.

Extensive study, analysis, testing and 30 years of operational data has demonstrated that there is no interaction between the geothermal reservoir Ormat has developed, has expanded, and is expanding in support of the Casa Diablo IV Project and the groundwater aquifer serving the Town of Mammoth Lakes. This conclusion has been endorsed by state and federal agencies, administrative review boards, and courts. Nevertheless, out of an abundance of caution, the Bureau of Land Management has implemented a robust monitoring program, which MCWD helped design and to which MCWD will have access to all data, as a safeguard measure to ensure that the cold water resources are never affected by Ormat's geothermal development and future operation of the Casa Diablo IV Project.

It is unfortunate that the MCWD has spent over a million dollars of ratepayer money on meritless legal battles and misinformation-based PR campaigns. (See attached)

What is missing in MCWD's letter is the extensive efforts Ormat has already completed in cooperation with MCWD, including drilling new groundwater monitoring wells, extensive water sampling and analysis and testing for interaction with the groundwater by shutting down for several days and subsequently restarting the equivalent of 50% of the proposed flow for Casa Diablo IV Project while monitoring MCWD wells and our own. All of this work has constantly demonstrated no impact to groundwater resources.

**ORMAT NEVADA, INC.**

6225 Neil Road, Reno, NV 89511-1136, USA • +1-775-356-9029 • ormat@ormat.com

ormat.com



Ormat takes its environmental responsibilities very seriously and has been and will continue to be a valuable community member. For more information please visit the project website at [www.mammothpacific.com](http://www.mammothpacific.com) or contact us at [info@ormat.com](mailto:info@ormat.com).

## **Ormat Has Prevailed in All Litigation Challenging the Approvals for the Casa Diablo IV Geothermal Project**

### *U.S. Department of the Interior Project Review and Approval*

As required under federal law, Ormat submitted an application for the Casa Diablo IV Geothermal Project to the U.S. Department of the Interior's Bureau of Land Management (BLM) on February 17, 2010. As part of the application process, Ormat submitted expert analyses that evaluated the geothermal reservoir and whether the project would impact local cold groundwater. BLM used these analyses in its National Environmental Policy Act (NEPA) review of the project. The NEPA process is public, and MCWD actively participated. Indeed, as part of its technical review of the groundwater of the region, BLM relied on a 2009 report from MCWD's expert for the proposition that "MCWD generally considers [the geologic units between the cold, shallow aquifer and the geothermal resource] as *impermeable* unproductive consolidated bedrock."<sup>1</sup> Ultimately, on August 13, 2013, BLM concluded that the Casa Diablo IV Geothermal Project would not adversely affect the cold groundwater and approved Ormat's application for drilling, construction, operation, maintenance, and decommissioning of a commercial geothermal energy-generating facility in connection with the project. To ensure that cold water resources were protected, BLM conditioned its approval on Ormat implementing the Groundwater Monitoring and Response Plan.

Federal regulations allow any party adversely affected by a BLM decision to appeal to the Department of Interior's Board of Land Appeals (IBLA). MCWD filed an appeal under these regulations and requested a stay that would have prohibited Ormat from moving forward with the project; the IBLA rejected the petition for stay on July 14, 2014 and denied MCWD's appeal on August 31, 2015.<sup>2</sup> Central to both decisions were IBLA's determinations that (1) the evidence affirmatively supports BLM's conclusion that the Casa Diablo IV Geothermal Project will not adversely affect cold groundwater resources, and (2) MCWD failed to proffer anything other than speculation in support of its allegations to the contrary.

### *California Environmental Quality Act and Mono County Superior Court Litigation*

In addition to the thorough evaluation of the NEPA process, the Casa Diablo IV Geothermal Project was subjected to an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA). After losing its appeal at IBLA, MCWD then sued Ormat and the Great Basin Unified Air Pollution Control District (which certified the CEQA EIR for the Casa Diablo IV Geothermal Project), making similar allegations. On June 26, 2015, MCWD's challenge was denied by the Mono County Superior Court, and MCWD decided once again to continue its litigation attack by appealing that decision. The appeal is still pending.

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<sup>1</sup> Casa Diablo IV Geothermal Development Project Final EIS/EIR, Appedix D, "Geological and Geothermal Resources Technical Report" at D-25 (emphasis added), citing Wildermuth, 2009, Mammoth Basin groundwater model report, MCWD internal report.

<sup>2</sup> *Mammoth Community Water District*, 186 IBLA 108, 110, 115 (2015).



## **The “New” Information in the Wildermuth Report Does Not Demonstrate that the Casa Diablo IV Development Project Will Adversely Affect Cold Groundwater Resources**

A new Wildermuth Report purports to provide evidence for the unsupported claims that MCWD made in its unsuccessful litigation arguing that the Casa Diablo IV Geothermal Project may affect cold groundwater resources.<sup>3</sup> MCWD alleges that the Wildermuth Report “confirms” a hydraulic connection between the groundwater aquifer and the geothermal reservoir that Ormat has been tapping into, based on new unsurprising geochemical data.

Despite MCWD’s claims, the new data in the Wildermuth Report fails to demonstrate that Ormat’s activities in any way affect MCWD’s aquifer and wells. The fact of the matter is that naturally occurring geothermal constituents have always been present in several of MCWD’s wells<sup>4</sup>. The Wildermuth Report notes changes in MCWD’s aquifer chemistry, alleging that Ormat’s activity may be the cause,<sup>5</sup> but entirely ignores the effects of MCWD’s own pumping activities, recent drought conditions, and poor construction of some of the MCWD water wells – all of which can greatly impact water chemistry.

The Wildermuth Report attempts to blame Ormat’s distant downgradient geothermal operations for MCWD’s water chemistry issues, but in doing so, the report ignores relevant, contradictory data. To make its case, the Wildermuth Report *omits* 10 years of Ormat’s geothermal production data, pumping test and tracer test data, and computer groundwater models that were completed by both Ormat and Wildermuth.<sup>6</sup> The omitted data confirms that Ormat’s reservoir and wells have had remarkably stable flow rates, temperatures, chemistry, and water levels for over a decade, while MCWD’s aquifer has demonstrated significant changes due to their production pumping combined with the effects of the record drought. The fact that MCWD’s aquifer is seeing measurable chemistry changes while Ormat’s operations have had stable unchanging data is yet more evidence (in addition to the substantial evidence Ormat has already presented to state and federal agencies and courts) that interaction between the geothermal reservoir and the MCWD aquifer does not exist.

### **Ormat Is Implementing Appropriate Monitoring Approved by All Applicable Agencies**

MCWD claims in its press release and letters that Ormat is rejecting “readily available” solutions that would protect the cold water aquifer.<sup>7</sup> To the contrary, Ormat is actively moving forward with the Groundwater Monitoring and Response Plan as required by BLM. In its press release, MCWD contends that Ormat’s mitigation plan should include (1) a necessary monitoring well, (2) sharing information, and (3) a plan with “checks and balances” with monitoring thresholds and response actions.<sup>8</sup> The Groundwater Monitoring and

---

<sup>3</sup> *Id.* at 1. The authors admit that this position contradicts the position they took in the 2009 report which was used in the EIS/EIR. *Id.* at 14.

<sup>4</sup> Evans, 2018 Unpublished Data

<sup>5</sup> Wildermuth Report at 14-15.

<sup>6</sup> Casa Diablo IV Geothermal Development Project Final EIS/EIR, Appedix D, “Geological and Geothermal Resources Technical Report” at D-25 (emphasis added), citing Wildermuth, 2009, Mammoth Basin groundwater model report, MCWD internal report.

<sup>7</sup> MCWD Press Release at unpaginated 4.

<sup>8</sup> *Id.* at unpaginated 3.





Response Plan (GMRP), which Ormat is implementing and which MCWD helped design, already includes all three elements.

First, Section 4 of the GMRP sets out in great detail the “monitoring plan,” which includes wells to monitor the shallow, cold water aquifer, wells to monitor the geothermal resource, and “dual-completion” wells that measure both resources in the same location.<sup>9</sup> Section 4 also includes monitoring parameters and protocols.<sup>10</sup> Second, Section 5 governs data management, reporting, and plan evaluation, with a specific “data sharing” protocol pursuant to which Ormat will maintain a database for the monitoring information to which all agencies monitoring the project, as well as MCWD and the United States Geological Survey, will have access.<sup>11</sup> Third, Section 6 is a “Response Action Plan,” which requires specific actions to be taken if monitoring data indicates notable departures from baseline and/or historical trends on any of a variety of parameters.<sup>12</sup>

Ormat is putting the GMRP into action. Ormat has recently completed drilling the new deep monitoring well<sup>13</sup> and BLM has completed a dual depth shallow monitoring well.<sup>14</sup> With the completion of these two wells and the 26 previously drilled wells, the monitoring plan provides all necessary data points needed to ensure the cold water aquifer is protected. As noted, data from each and every one of these wells is carefully monitored and available in a shared database to ensure that geothermal operations have no effect on the cold water aquifer.

## Conclusion

Extensive study, analysis, and 30 years of operational data has demonstrated that there is no interaction between the geothermal reservoir Ormat has developed, expanded and is expanding in support of the Casa Diablo IV Geothermal Project, and the groundwater aquifer serving the Town of Mammoth Lakes. This conclusion has been endorsed by federal and state agencies, administrative review boards, and courts. Nevertheless, out of an abundance of caution, BLM is implementing a robust monitoring program, which MCWD and the experts at the USGS helped design and to which MCWD will have access, as a safeguard measure to ensure that the cold water resources are never affected by Ormat’s geothermal development and future operation of the Casa Diablo IV project.

Sincerely,

A handwritten signature in black ink that reads "Paul A. Thomsen".

Paul A. Thomsen  
Executive Director, Government and Regulatory Affairs  
Ormat Technologies

---

<sup>9</sup> Groundwater Monitoring and Response Plan at 6-10.

<sup>10</sup> *Id.* at 10-18.

<sup>11</sup> *Id.* at 18-23.

<sup>12</sup> *Id.* at 24-26.

<sup>13</sup> Well identification number: 28-25.

<sup>14</sup> Well identification number: BLM-1.

## BARTKIEWICZ, KRONICK & SHANAHAN

RICHARD P. SHANAHAN  
ALAN B. LILLY  
RYAN S. BEZERRA  
JOSHUA M. HOROWITZ  
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TEL. (916) 446-4254  
FAX (916) 446-4018  
EMAIL: bks@bkslawfirm.com

*Retired*  
PAUL M. BARTKIEWICZ  
STEPHEN A. KRONICK

*Of Counsel*  
JENNIFER T. BUCKMAN

March 23, 2018

RECEIVED

MAR 27 2018

LMCR

Mr. James S. Reed  
Liebersbach, Mohun, Carney & Reed  
Post Office Box 3337  
549 Old Mammoth Road, Suite 10  
Mammoth Lakes, CA 93546-3337

Re: California Public Records Act Request Dated February 9, 2018 – Final Response

Dear Mr. Reed:

This letter constitutes the Mammoth Community Water District's final response to the above-referenced request under the California Public Records Act ("PRA"), and follows up on my previous response dated February 20, 2018.

Your letter of February 9, 2018 requested the following information and documents:

1. Report: Guacci and McCann, exploratory drilling in the vicinity of Mammoth Lakes, California. Internal report prepared by LeRoy Crandall and Associates, Los Angeles, California (1984);
2. Monthly temperature data from January 1, 2012 – December 31 2017 for the wells described in the enclosed "List of Wells for Data Request";
3. Documentation of the amount of the District's legal fees and costs, including expert witness fees in costs, in connection with:
  - a. *Mammoth Community Water District v. Great Basin Unified Air Pollution Control District, et al.*, Mono County Superior Court Case No. CV140076; and
  - b. *Mammoth Community Water District v. Great Basin Unified Air Pollution Control District, et al.*, California Court of Appeal, Third Appellate District Case No. C080262; and
4. Documentation of:
  - a. The identity and address of each public relations firm that has represented the District since the date case no. CV140076 was commenced in Mono County Superior Court; and
  - b. The amounts paid to each such public relations firm during that period.

The District's final response to your requests of February 9, 2018 is as follows:

1. Attached under cover of this letter is a copy of the 1984 report on exploratory well drilling in the vicinity of Mammoth Lakes, California prepared by LeRoy Crandall and Associates.
2. Attached under cover of this letter is a report providing monthly temperature data from January 1, 2012 to December 31, 2017 for the MCWD wells enumerated on the list enclosed with your February 9, 2018 letter entitled "List of Wells for Data Request."
3. The request for documentation of the amount of MCWD's legal and expert witness fees and costs incurred from the inception of the trial court proceedings in or about July 2014 and continuing through the pending appellate proceedings in *Mammoth Community Water District v. Great Basin Unified Air Pollution Control District, et al.* (Mono County Superior Court Case No. CV140076 and California Court of Appeal, Third Appellate District Case No. C080262) constitutes a request for records exempt from disclosure because they are privileged communications between MCWD and its legal counsel protected from disclosure by Evidence Code section 954, and exempted from disclosure under Government Code section 6254, subdivision (k), and *L.A. Cty. Bd. of Supervisors v. Superior Court* ((2016) 2 Cal.5th 282, 297; see also *Cty. of L.A. Bd. of Supervisors v. Superior Court* (2017) 12 Cal.App.5th 1264, 1273-74). Accordingly, the District will not disclose any such documentation. However, without waiving the assertion of all applicable privileges and CPRA exemptions as to all other information contained in the privileged, non-disclosable records you have requested, and solely for the purposes of transparency and full public disclosure of the costs that MCWD has been forced to incur as a result of your client's refusal to agree to a proper monitoring and mitigation plan to protect the Mammoth Lakes community's only reliable dry year public water supply, the District is hereby disclosing the *amounts* that it has expended on legal and expert witness fees and costs in the subject litigation from July 2014 to the present, as follows:
  - Legal fees and costs paid: \$351,485.69
  - Expert witness fees and costs paid: \$318,372.98
4. The request for documentation of the identity and address of each public relations firm that has represented MCWD since the date case no. CV140076 was commenced in Mono County Superior Court; and the amounts paid to each such public relations firm during that period constitutes a request for records exempt from disclosure because they are within the ambit of privileged communications between MCWD and its legal counsel protected from disclosure by Evidence Code section 954, and exempted from disclosure under Government Code section 6254, subdivision (k) and

Mr. James S. Reed  
March 23, 2018  
Page 3 of 3

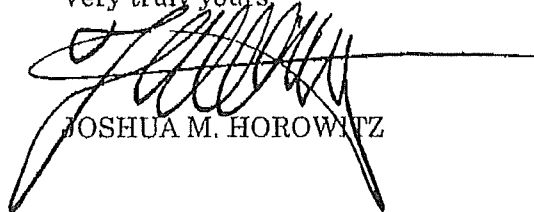
*L.A. Cty. Bd. of Supervisors v. Superior Court* ((2016) 2 Cal.5th 282, 297; see also *Cty. of L.A. Bd. of Supervisors v. Superior Court* (2017) 12 Cal.App.5th 1264, 1273-74). Accordingly, the District will not disclose any such documentation. However, without waiving the assertion of all applicable privileges and CPRA exemptions as to all other information contained in the privileged, non-disclosable records you have requested, and solely for the purposes of transparency and full public disclosure of additional costs that MCWD has been forced to incur as a result of your client's refusal to agree to a proper monitoring and mitigation plan to protect the Mammoth Lakes community's only reliable dry year public water supply, the District is hereby disclosing the *amounts* that it has expended on the identified public relations firm that has represented MCWD since the subject litigation was commenced in Mono County Superior Court, as follows:

- Fiona Hutton & Associates; 12711 Ventura Blvd. #170, Los Angeles, California 91604
- Amounts paid to FHA: \$422,361.63

Pursuant to Government Code section 6253(d), the persons responsible for determining which items are exempt from disclosure based on the exemptions described in this letter are Patrick A. Hayes, MCWD's General Manager, and the District's general counsel, Joshua M. Horowitz of Bartkiewicz, Kronick & Shanahan.

Again, in the spirit of promoting public disclosure of MCWD's expenditures to protect one of its two main water sources and its only reliable dry year water supply from the refusal of your client to do its part to help protect the community that it has voluntarily entered for purposes of making profits by extracting the public's resources, the District has determined to waive all allowable costs for extracting, compiling, and reproducing the enclosed documents and information.

Very truly yours



JOSHUA M. HOROWITZ

JMH:tmo  
Encls.

cc: Pat Hayes, General Manager, MCWD







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: Economic Development**

**TIME REQUIRED** 20 minutes

**SUBJECT** Air Service Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

John Urdi - Executive Director,  
Mammoth Lakes Tourism

**AGENDA DESCRIPTION:**

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

Presentation by John Urdi, Executive Director of Mammoth Lakes Tourism, regarding an update on scheduled commercial Air Service and the summer/fall Minimum Revenue Guarantee (MRG) partnership program.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None at this time. NOTE: In FY17-18, Mono County contributed \$35,605 to the Minimum Revenue Guarantee program for summer/fall 2017 flight service. Over the past several years, county participation has ranged from \$50,000 to \$80,000 annually. For consideration in the FY18-19 budget process, Mammoth Lakes Tourism is requesting a county contribution of \$100,000.

**CONTACT NAME:** John Urdi or Alicia Vennos

**PHONE/EMAIL:** John Urdi: 760-934-2712 x1259 or 760-417-2004 / Alicia Vennos: 760-924-1743 /  
jurdi@visitmammoth.com

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Letter from Mammoth Lakes Tourism</a>
<input type="checkbox"/> <a href="#">Presentation</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/10/2018 3:16 PM	County Administrative Office	Yes
5/10/2018 5:29 PM	County Counsel	Yes
5/10/2018 4:30 PM	Finance	Yes



## **STAFF REPORT**

### **Mono County Board of Supervisors Regular Meeting – May 8, 2018**

**SUBJECT:** Air Service Presentation by John Urdi, Executive Director, Mammoth Lakes Tourism.

**RECOMMENDATION:** Receive presentation.

**BACKGROUND:** Since 2011 the Mono County Board of Supervisors has approved an annual financial contribution (ranging from \$35,605 in FY17-18 to \$85,000) to help support direct air service from Los Angeles International Airport to Mammoth Yosemite Airport in the spring/summer/fall months. Mr. Urdi's presentation will touch on the benefits of year-round air service, a recap of 2017 summer air service including enplanement data, passenger research, economic impact, opportunities and challenges, as well as an overview of the Minimum Revenue Guarantee program.

**DISCUSSION:** After the presentation, the Board is welcome to ask questions and provide comments.

**FISCAL IMPACT:** None at this time. Mammoth Lakes Tourism is requesting a contribution of \$100,000 for FY18-19 which is included in the Economic Development Department requested budget, and will be reviewed by the Board during budget hearings.



April 9, 2018

Leslie Chapman  
County Administrative Officer  
Mono County  
PO Box 696  
Bridgeport, CA 93517

Dear Leslie,

As you know, air service continues to be a major economic driver for Mono County providing access not only for our visitors to come enjoy all that the Eastern Sierra has to offer, but also for our residents of Mono County to access the world.

For the past nine years, Alaska Airlines has provided spring, summer and fall air service to Mammoth Yosemite Airport from Los Angeles between April and November as part of a guaranteed subsidy program. The subsidy, or Minimum Revenue Guarantee (MRG), is the only way we can provide this air service for both visitors and Mono County residents alike. Air service to the Eastern Sierra continues to be a major reason why we have real estate developers interested in future projects here in Mammoth Lakes, and will be essential to future growth in property tax income for Mono County.

Mono County has been a partner in summer air subsidy for the past eight years starting in 2010 by providing \$40,000 to ensure service through the fall season for our visitors. In 2011 and again in 2012, Mono County increased the support to \$85,000 and from 2013 through 2016, it was \$50,000. This past summer's (2017) subsidy came in at \$845,009 with Mono County contributing \$35,000 towards the fall season service (September-November), the Mammoth Lakes TBID contributing \$510,000 with the remainder coming from Mammoth Lakes Tourism's Measure A budget in the amount of \$300,009.

Based on our updated economic impact research conducted in fall 2017 – the estimated total direct spending by air travelers throughout Mono County during the spring, summer fall air service timeframe (April – November) is \$12,289,165 which is calculated below:

- 5,645 total inbound visitors @ average of \$2177 per visit (7,056 total inbound passengers and we removed roughly 20% of passengers that were local Mono County residents)
- 2017 summer subsidy commitment was \$845,009
- Return on investment = \$14.54 for every dollar collectively spent on air subsidy

Some other interesting statistics about air service's impact on the Mono County economy:

- Air Travelers spend on average 31% more than drive visitors (\$2,177 per trip vs. \$1,657)
- Length of stay by air visitors is much longer than drive (5.1 nights for air vs. 4.6 nights for drive)
- 93% indicated having a very good, to excellent experience
- Among the top 5 attractions noted:

- Mammoth Mountain, Mammoth Lakes Basin, June Lake, Convict Lake and Bishop
- Roughly 20% of total flying traffic are local Mono County residents (9,000+ annually inbound and outbound) Locals use service for work trips, doctors' visits, family trips and vacations
- 27% of air visitors to Mono County are here visiting friends and family

For the 2018-19 budget cycle, Mammoth Lakes Tourism is looking for a continued partnership with Mono County and would request Mono County consider participating in the air service program at a level of \$100,000 for summer/fall 2018 air service.

I welcome the opportunity to discuss this further with the Board of Supervisors and can be reached at any time at [jurdi@visitmammoth.com](mailto:jurdi@visitmammoth.com) or 760-934-2712 ext. 1259. As always, thank you for your consideration for this very successful air service program.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Urdi', with a long, sweeping horizontal line extending to the right.

John Urdi  
Executive Director  
Mammoth Lakes Tourism





# AIR SERVICE

**Mono Count Board of Supervisors**

May 15, 2018



# WHAT'S INSIDE THE PRESENTATION

- Economic Impacts of Air Travellers
- Summer 2017 Air Service Recap
- Winter 2017-18 Routes and Service
- Marketing Efforts Winter 2017-18 and Beyond

# ECONOMIC IMPACTS



Air travellers have major impact on our local economy

Based on our 2016 air service quantitative study:

Air travellers overall spend on average 31% more as compared to drive visitors

- 29% more on dining and nightlife
- 36% more on shopping
- 29% more on groceries
- DOUBLE on entertainment
- 3% more on lodging
- 4% more on outdoor activities and attractions

Individual air travellers spend more than 65% more per person as compared to drive visitors





## LOCAL BENEFIT

Roughly 20% of all air traffic are Mono County Residents

- Business trips
- Vacations
- Doctors Appointments
- Family trips

21% of air travellers are visiting friends and family vs. just 12% of the drive market

Air service provides jobs, creates access and ultimately brings revenues like property taxes that contribute to Mono County's general fund

Real Estate developers have consistently remarked that they would not consider building hotels or resorts in Mammoth Lakes and Mono County without air access

# SUMMER RECAP

	Available	Paid Seats	Load %	Cancelation Rate
2013	23,678	16,237	68.5%	7.5%
2014	23,688	15,536	65.6%	6.7%
2015	25,047	16,401	65.4%	6.3%
2016	24,776	13,681	55.2%	8.1%
2017	24,928	14,111	57.1%	7.9%







## WHAT IS AIR SUBSIDY?

### **Air Subsidy = Minimum Revenue Guarantee**

The subsidy is based solely on the estimated operating costs of flying to/from Mammoth Yosemite Airport plus a capped profit margin for the airline (20% in summer 13% in winter). Any negative difference between the actual passenger revenue generated by the airline over the life of the contract period, equals the subsidy due. Without a revenue guarantee, a county our size would not have air service as the airline would fly the plane on a more profitable route to maximize their own revenue

# SUMMER SUBSIDY & SPENDING

	Subsidy Paid	Visitor Spend
2013	\$854,114	\$10,050,703
2014	\$865,264	\$9,616,784
2015	\$641,192	\$10,152,219
2016	\$672,207	\$8,468,539
2017	\$845,000	\$8,727,900



# WINTER 2017-18 ROUTES

## Alaska Airlines

- Los Angeles Daily
- Los Angeles 4x per week
- San Diego 4 x per week

## United Airlines

- San Francisco Daily

## JetSuiteX

- Burbank 4x per week

\*4x per week Thursday, Friday, Sunday & Monday



*Alaska*  
AIRLINES

UNITED 

JETSUITE X

# DEDICATED AIR SERVICE MARKETING PROGRAM



## Phase 1 Strategy

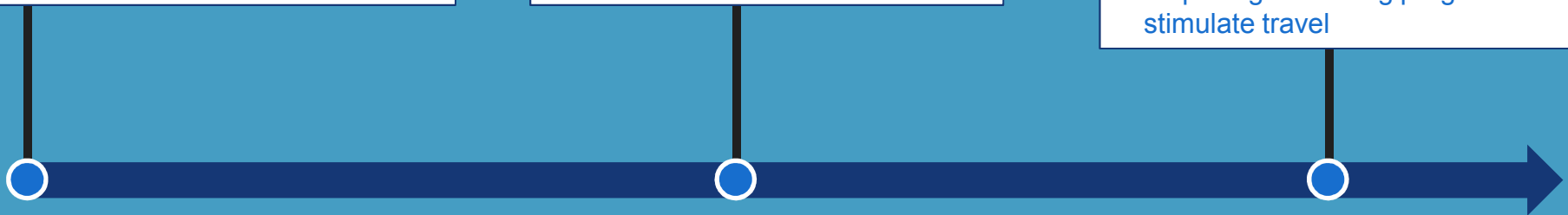
- Strategy development and budgeting
- Community/Resort outreach
- Collaborate with Air Service lead to discuss pricing/scheduling optimization

## Phase 2 Engagement

- Solicit co-operative partnerships from airlines and 'sell' airline marketing strategy
- Build local partnership and obtain air service marketing commitments

## Phase 3 Implementation and Maintenance

- Ensure all partners are engaged and all programs are executed
- Manage logistics, fare sale and promotion execution
- Work collaboratively with partners on pricing/marketing programs to stimulate travel







QUESTIONS?





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 15, 2018

**Departments: Health**

**TIME REQUIRED** 45 minutes (30 minute presentation,  
15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Louis Molina

**SUBJECT** Local Area Management Program  
(LAMP) Presentation

### AGENDA DESCRIPTION:

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

Presentation by Louis Molina regarding Mono County's proposed Local Area Management Program (LAMP). The LAMP prescribes requirements and conditions for onsite wastewater treatment systems (OWTS), which include construction standards, siting, servicing, and reporting requirements.

### RECOMMENDED ACTION:

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

### FISCAL IMPACT:

None.

**CONTACT NAME:** Louis Molina

**PHONE/EMAIL:** 760-924-1845 / lmolina@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Presentation</a>
<input type="checkbox"/> <a href="#">Table of Contents</a>
<input type="checkbox"/> <a href="#">LAMP</a>
<input type="checkbox"/> <a href="#">OWTS Ordinance</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/10/2018 10:17 AM	County Administrative Office	Yes
5/10/2018 5:41 PM	County Counsel	Yes
5/10/2018 4:23 PM	Finance	Yes



# MONO COUNTY HEALTH DEPARTMENT

## Environmental Health

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

May 15, 2018

**To:** Honorable Board of Supervisors

**From:** Louis Molina, Environmental Health Director

**Subject:** Local Area Management Program (LAMP) Presentation

**Recommended Action:** None. Presentation only.

**Discussion:** The Local Area Management Program (LAMP) is the required end result of California Assembly Bill 885, which was approved on September 27, 2000. This legislation directed the State Water Resources Control Board (SWRCB) to develop uniform, statewide standards for onsite wastewater treatment systems (OWTS) that are to be implemented by qualified local agencies. The SWRCB adopted the Water Quality Control Policy for Siting, Design, Operation and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy) on June 19, 2012 and it became effective on May 13, 2013. The OWTS Policy allows local agencies to approve OWTS, based on a local ordinance, after approval of a LAMP by the relevant regional water quality control board, in this case, the Lahontan Regional Water Quality Control Board.

This presentation is intended to describe to the Board our present OWTS program and the types of systems that are currently installed in Mono County, and under what conditions. It will also briefly describe the history of AB 885 and details of the proposed Mono County LAMP. Finally, this presentation will outline next steps in the LAMP approval process and what the LAMP will mean to the future of our OWTS program in Mono County.

**Fiscal Impact:** None.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: \_\_\_\_\_  
Louis Molina, Environmental Health Director                      Date

Reviewed by: \_\_\_\_\_  
Sandra Pearce, Public Health Director                      Date

# MONO COUNTY

## Local Area Management Program (LAMP)

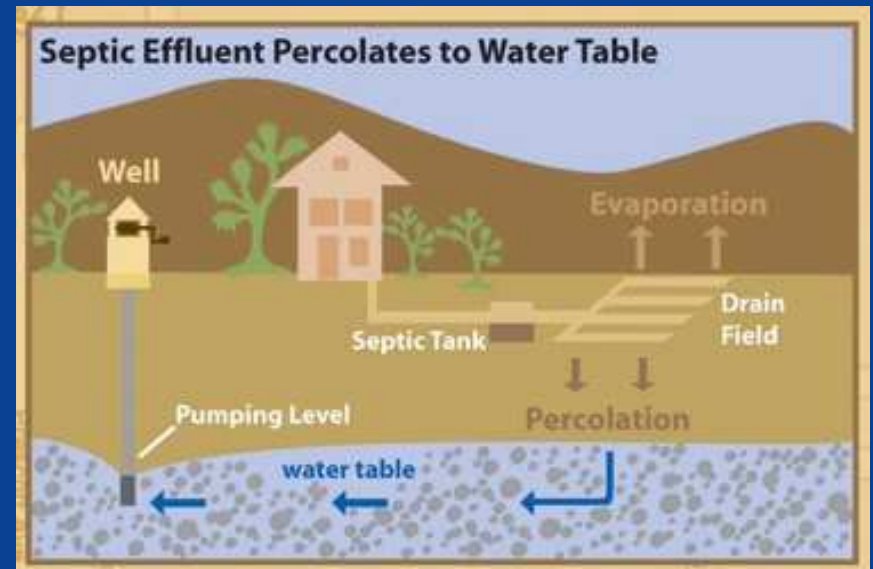


Mono County Environmental  
Health

May 15, 2018

# Overview

- Background
- Types of OWTS
- AB 885
- OWTS Policy
- Local Implementation
- Next Steps





# Background

- Onsite Wastewater Treatment Systems (OWTS), for the purposes of this talk, will be synonymous with Septic Systems.
- The State Water Resources Control Board (SWRCB) is the authority that regulates OWTS in California.
- The policies of the SWRCB are implemented locally through nine regional water quality control boards.
- Each regional board developed “Basin Plans” that identified water quality parameters, policies, and programs to achieve the objectives within their respective jurisdiction.

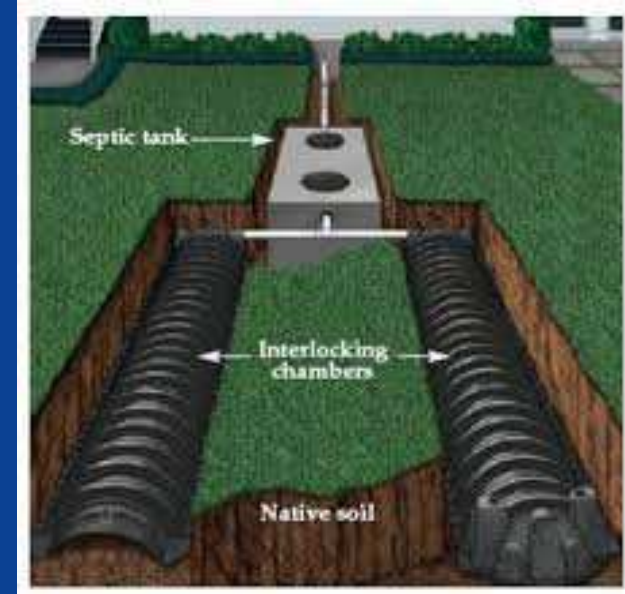
# Background

- Waste Discharge Requirements for septic systems with wastewater flows of under 10,000 gallons per day were waived and the permitting and oversight of new and replacement septic systems were generally delegated to local agencies.
- Mono County is delegated OWTS oversight through an MOU with the Lahontan Regional Water Quality Control Board (Region 6).
- General guidelines for the siting, design, and construction of new septic systems are part of the Water Quality Control Plan for the Lahontan Region (Basin Plan). These provisions of the Basin Plan expire on May 18, 2018.

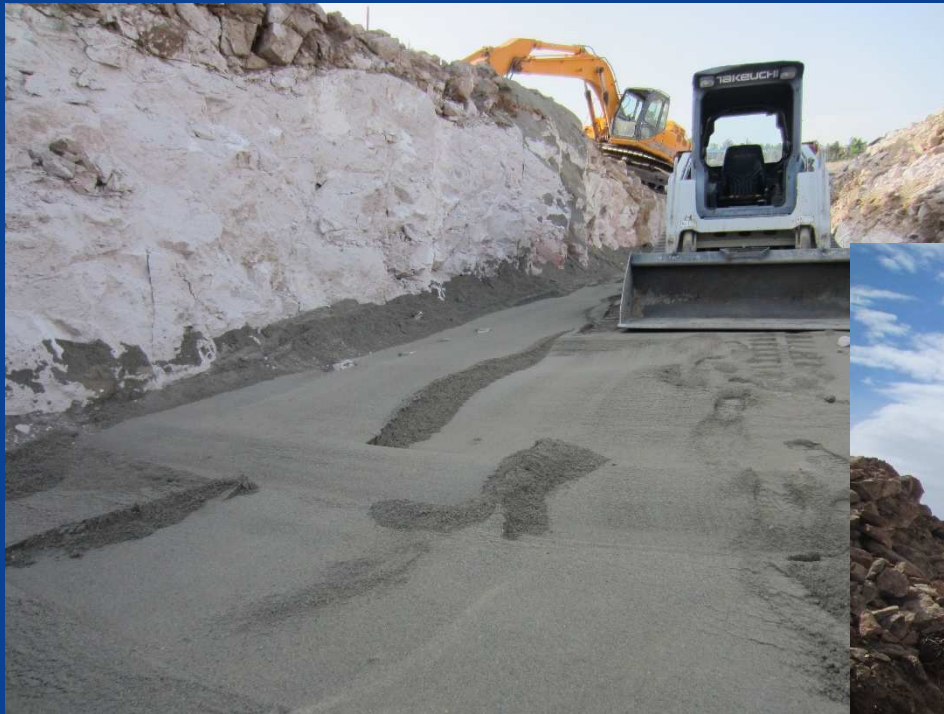
# Types of OWTS - Definitions

- A Conventional Septic System is a septic tank and a leach field that generally accepts sewage via gravity flow.
- An Alternative System is an engineer designed OWTS system for conditions that aren't acceptable for a conventional system (e.g. slow percolation rates or high groundwater).
- An OWTS with Supplemental Treatment is an engineer designed system that incorporates one or more processes within the design to achieve a secondary treated (higher quality) effluent.

# Conventional OWTS

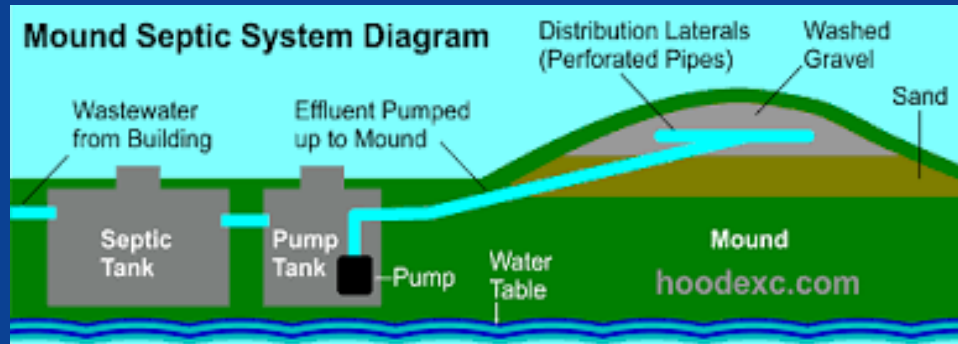


# Alternative OWTS – Pressurized Dispersal Bed

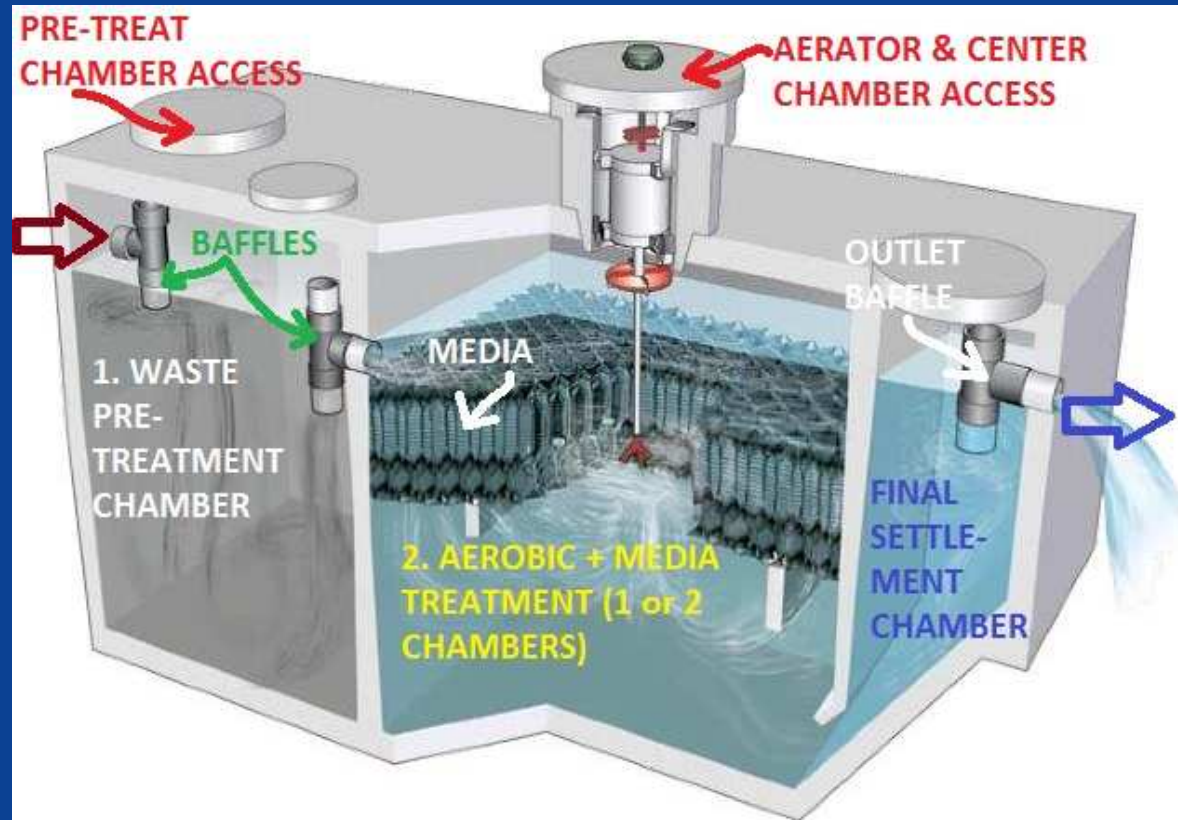




# Alternative OWTS – Mound System



# OWTS with Supplemental Treatment



InspectApeia.com

Adapted from Jet Inc., [www.jetincorp.com](http://www.jetincorp.com) BAT® MEDIA SEPTIC SYSTEM

# What We Do Now

1. Accept and review permit applications for new or replacement OWTS, or for repairs.
2. We require accompanying documentation with the permit application, which may include an engineered design, a soils report (e.g. percolation test results and soil profiles), and a detailed site plan.
3. A site visit is conducted for a thorough survey of setbacks and site conditions.
4. The permit and conditions is then issued. We offer suggestions and provide guidance, as necessary.
5. Construction inspections are then conducted.

# Enter AB 885

- AB 885, which required the State Water Resources Control Board to adopt standards or regulations for the permitting and operation of septic systems by January 1, 2004, was signed into law by Governor Gray Davis on September 27, 2000.
- AB 885, originally written to address coastal onsite wastewater treatment systems, was amended to address septic systems throughout the state.

# AB 885

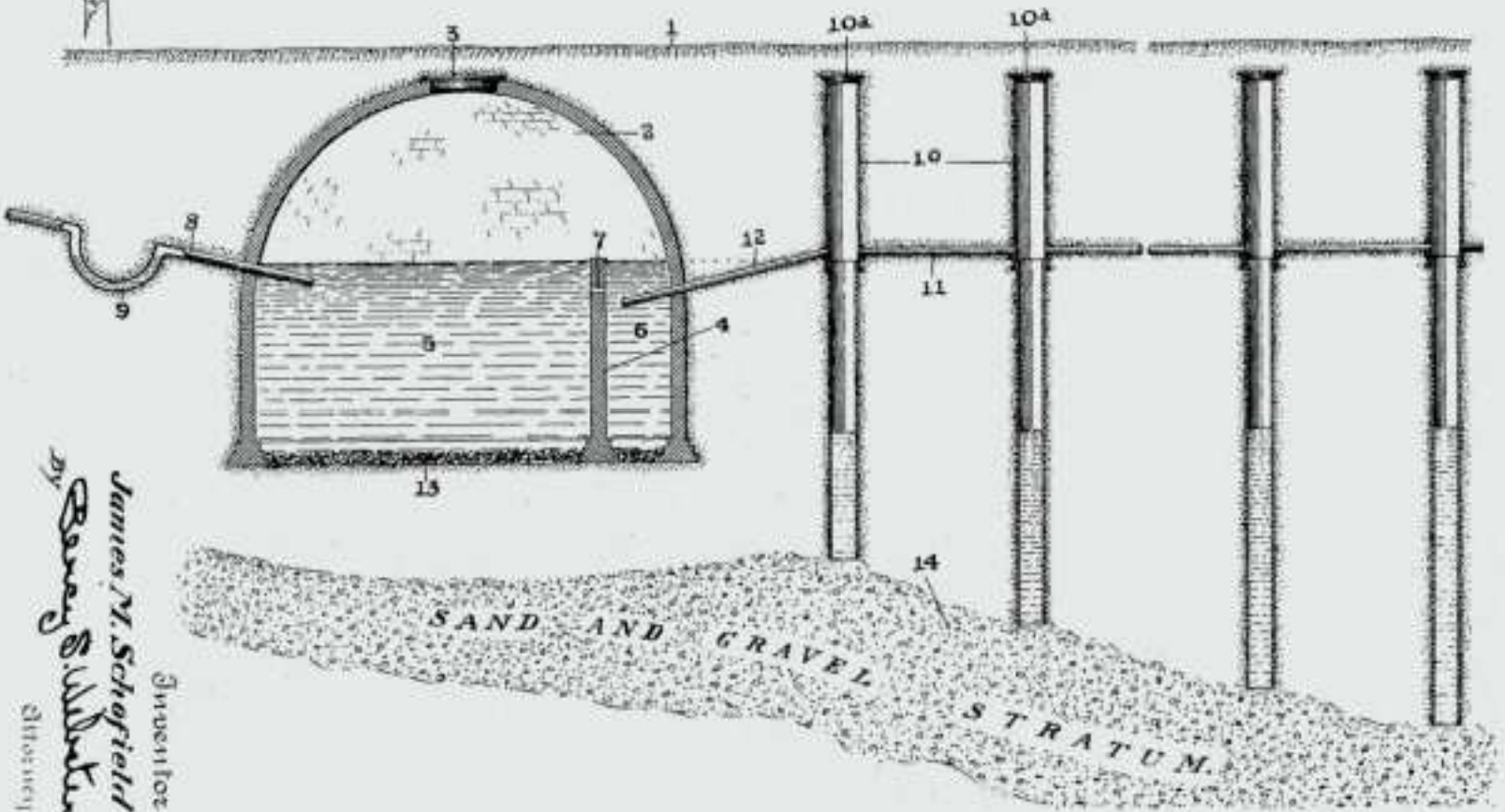
- Due to opposition by the public and interest groups, the adoption of statewide standards was delayed until June 19, 2012.
- The SWRCB approved Resolution No. 2012-0032 adopting the *Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems* (OWTS Policy).



933,121.

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ODORLESS SEWER SYSTEM.  
APPLICATOR FILED SEPT. 8, 1904.

Patented Sept. 7, 1909.



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# OWTS POLICY

# The OWTS Policy

- The Policy recognizes that responsible local agencies can provide the most effective means to manage OWTS on a routine basis in their respective areas.
- The Policy's intent is to efficiently utilize and improve upon, when necessary, existing local programs through coordination between the local agency and its Regional Board.

# The OWTS Policy

The Policy established a statewide, risk-based, tiered approach for the regulation and management of OWTS installations and replacements, and set the level of performance and protection expected from OWTS.

- Tiers?
- Performance measures?
- Minimum standards?

# The OWTS Policy

California is well known for its extreme range of geological and climatic conditions. As such, the establishment of a single set of criteria for OWTS would either be too restrictive, for the most sensitive cases, or would be too broad and not protective enough under some circumstances.

# The OWTS Policy Tiers

- Tier 0 – existing OWTS that are functioning properly.
- Tier 1 – minimum standards for low risk new or replacements OWTS.
- Tier 2 – allows customized management programs (LAMP) that address conditions specific to the local jurisdiction, in Lieu of Tier 1 standards.
- Tier 3 – applies special, enhanced standards to OWTS located near a water body listed as impaired pursuant to Section 303(d) of the Clean Water Act. Mono County has none.
- Tier 4 – applies to OWTS that require corrective action.



## OWTS Policy Tier 2

- The Mono County LAMP provides septic system management and approval processes under Tier 2 of the OWTS Policy.
- The LAMP requires RWQCB approval.
- Next available opportunity for Mono County is the Lahontan Board meeting, scheduled for July 18 & 19, 2018, in Bishop.
- LAMP implementation requires an accompanying BOS approved OWTS ordinance.

# Mono County LAMP

Approval of the LAMP would allow the County to continue to provide local oversight of OWTS by implementing practices that:

1. Are suited to environmental and geological conditions in Mono County,
2. Meet or exceed the minimum “default” siting and design requirements identified in Tier 1 of the OWTS Policy, and
3. Utilize the best comprehensive management of OWTS in order to safeguard public health and water quality.

# Status of Mono County's LAMP

- EH has drafted the Mono County LAMP and OWTS Ordinance. Both have been reviewed by County Counsel. Copies of both of these draft documents were supplied to the BOS for this presentation.
- Several drafts of the LAMP have been reviewed by Lahontan. The last revision has been submitted to Lahontan staff for inclusion onto the Lahontan Board agenda for July.
- The LAMP, once approved, will maintain the status quo to the greatest extent possible, hence minimizing financial impacts to our residents.
- The Basin Plan's OWTS requirements expire on May 18, 2018. By default, Mono County's OWTS program will fall to Tier 1 until the LAMP and OWTS are effective.

# The Good

We believe our LAMP will be approved by the Lahontan Regional Board and we will, for the most part, be able to maintain our current practices for the following reasons:

1. We're a small rural county of 15,000 people spread over 3,000 square miles.
2. 90% of the land is government owned and not available for future development.
3. We have no knowledge of any receiving water degradation due to septic systems. (Twin Lakes?)
4. Over the past ten years, we have issued on average about 25 OWTS permits a year, with the majority being issued for replacement systems or repairs.
5. The great majority of residents live in defined prohibition areas for OWTS, which are served by municipal sewer systems.

# The Good(er) Twin Lakes Subdivision

- The Twin Lakes Subdivision is currently “built out” with respect to density requirements set forth in the Basin Plan for OWTS – 2 EDU/acre (200 permits have been issued).
- The Mono County LAMP proposes to include the Twin Lakes Subdivision, in with the other subdivisions that were granted a density requirement waiver at the time that the Basin Plan was adopted. All “pre-Basin Plan” subdivisions will continue to be allowed to install septic systems on lot sizes smaller than ½ acre, under certain conditions.
- OWTS with supplemental treatment on undeveloped lots at Twin Lakes will be permitted, per the Mono County LAMP. This will apply to some replacement systems in the subdivision, as well.



# The Bad

- Under the LAMP (or under Tier 1), a water quality assessment program (WQAP) must be implemented to assess groundwater or surface water degradation due to OWTS influence. We propose utilizing existing water wells for sample analyses, but the construction of dedicated monitoring wells may be required by the Regional Board in the future.
- All new alternative and supplemental treatment OWTS will require operating permits, with prescribed routine maintenance and monitoring, which will represent an ongoing expense to the OWTS owner.

## The REALLY Ugly

If the LAMP were not to be approved, then all new OWTS will have increased siting and construction requirements, per Tier 1. The most significant of these relates to density and would require a minimum lot size of 2.5 acres for all newly created lots that will have an OWTS. Currently, per the Basin Plan, the maximum density requirement is one OWTS per ½ acre.

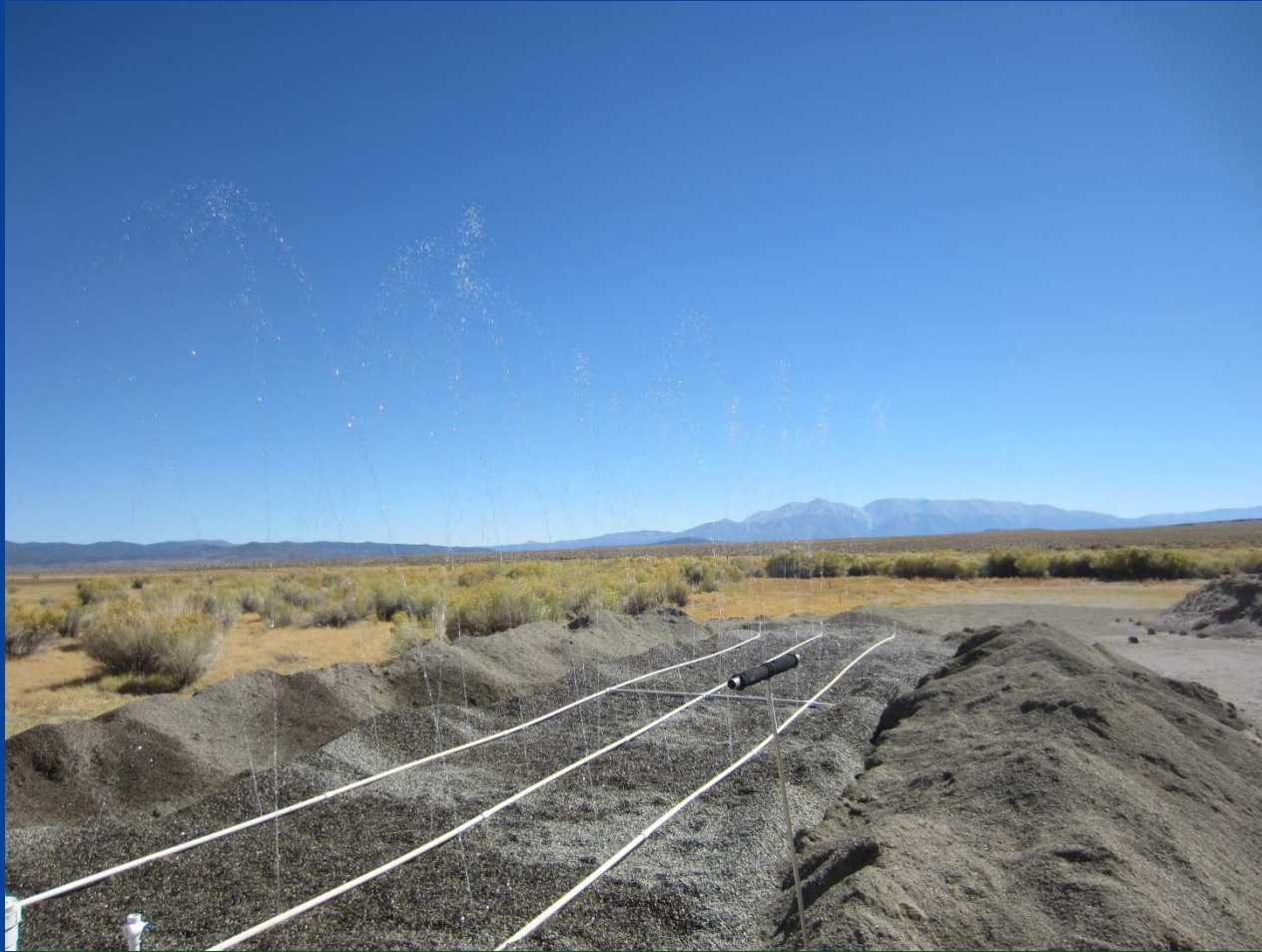
# What's Next?

- BOS approval of the Mono County LAMP (June 5<sup>th</sup> Meeting?).
- BOS approval of new OWTS Ordinance (not part of Lahontan Board approval process). Ideally this process can be completed in June.
- BOS approved LAMP is to go to the Lahontan Regional Board for approval at the July 18 & 19 board meeting, in Bishop.

# Summary

- Currently, Mono County utilizes requirements set forth in the Basin Plan, in Appendix H of the California Plumbing Code, and elements from other design documents, for the permitting, siting, and construction of OWTS.
- Under AB 885, the Basin Plan criteria for OWTS siting and design goes away and is replaced with the risk based, tiered approach set forth in the OWTS Policy.
- Tier 2 allows for LAMP approval to reflect local needs.
- LAMP must include a Board approved ordinance.
- Failure to approve a LAMP would result in more restrictive Tier 1 requirements for OWTS.

# Questions???





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# **MONO COUNTY LOCAL AREA MANAGEMENT PROGRAM**

## **SECTION I INTRODUCTION**

The Local Area Management Program (LAMP) is the required end result of California Assembly Bill 885, which was approved on September 27, 2000. This legislation directed the State Water Resources Control Board (SWRCB) to develop uniform, statewide standards for onsite wastewater treatment systems (OWTS) that are to be implemented by qualified local agencies. The SWRCB adopted the Water Quality Control Policy for Siting, Design, Operation and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy) on June 19, 2012 and it became effective on May 13, 2013. The OWTS Policy allows local agencies to approve OWTS, based on a local ordinance, after approval of a LAMP by the relevant regional water quality control board, in this case, the Lahontan Regional Water Quality Control Board, Victorville Branch (Lahontan Regional Water Board).

The implementation of this LAMP will allow the continued use of OWTS within the jurisdiction of Mono County while protecting public health and water quality. The LAMP is designed to protect groundwater and surface waters from contamination through the proper design, placement, installation, maintenance and assessment of OWTS. This plan develops minimum standards for the treatment and ultimate disposal of sewage through the use of OWTS in Mono County. The LAMP does not regulate or otherwise cover the following, which will require the owner of these projects to file a report of waste discharge with the Lahontan Water Board, obtain waste discharge requirements, and pay annual fees:

- Any OWTS designed for multiple dwelling units or commercial developments with a projected wastewater flow of over 500 gallons per day per acre;
- Any OWTS that generates industrial or commercial high strength wastewater;
- Projects utilizing package wastewater treatment plants with onsite disposal;
- Any OWTS with domestic waste peak flows that exceed 10,000 gallons per day; or
- Any other projects with the potential to result in water quality impacts that the Mono County Health Department, Environmental Health Division (MCEH) may refer to the Lahontan Regional Water Board for waste discharge requirements.

MCEH has managed the OWTS program in Mono County for many decades. For conventional OWTS, permitting criteria has been based on the Water Quality Control Plan for the Lahontan Region (Lahontan Basin Plan), the California Plumbing Code (CPC), Appendix K, concepts from the USEPA Design Manual – Onsite Wastewater Treatment and Disposal Systems (EPA Manual), and some design concepts of the

Manual of Septic Tank Practice published by the U.S. Department of Health, Education and Welfare (1975). Alternative and supplemental system designs are also in use in the County and these designs have been reviewed by the Lahontan Regional Water Board. In addition, a Memorandum of Understanding (MOU) between Mono County and the Lahontan Regional Water Board, established and signed in January 1989, has been in effect and it prescribes OWTS standards that have been enforced by MCEH since that date. Although this MOU will expire on May 13, 2018, this LAMP incorporates the majority of those same standards.

Mono County is a relatively large county (greater than 3,000 square miles), and is also a remote, rural county with a permanent population of around 15,000. Additionally, more than 90% of Mono County lands are public lands owned by different agencies of the federal government or private land owned by the City of Los Angeles. As a result, the Mono County population remains steady and it is assumed there will not be significant development and/or population growth in the future. Historical records indicate that communities served by onsite wastewater disposal systems in Mono County show little degradation of groundwater aquifer quality due to OWTS. All of the county's larger population centers are served by public sewers and OWTS are banned in these areas, as properties must be serviced by a community sewer when one exists within 200 feet of the property, with certain allowances related to excessive cost. Sewered areas include the communities of Crowley Lake/Hilton Creek, Mammoth Lakes, June Lake, Lee Vining, and Bridgeport. Residential communities adjacent to the larger sewered systems, and all other rural areas in the County, are served by OWTS. Due to the relatively low loading rates from existing OWTS, in combination with minimal new development, there has been little history of failing systems over the years. Historically, groundwater analyses from public water system water wells, as well as from private water wells, have shown virtually no groundwater contamination in any community where OWTS are presently used in Mono County. Towards that purpose, this LAMP will maintain the "status quo" wherever possible, while striving to incorporate the new requirements of the OTWS Policy.

In June 2012, the SWRCB adopted the OWTS Policy and it became effective in May of 2013. For the first time, it established a statewide, risk-based tiered approach for the regulation and management of OWTS. The OWTS Policy regulates OTWSs pursuant to the classification within one of four different tiers. Tier 0 sets regulatory standards for existing OWTS which are functioning properly and require no changes. Tier 1 establishes minimum standards for low risk new or replacement OWTS. Tier 2, once approved by the appropriate regional water quality control board, allows local agencies to develop customized management programs that address the conditions specific to that jurisdiction. This customized management program is the LAMP. Once approved, the standards contained in a LAMP supersede the Tier 1 standards. Tier 3 applies special, enhanced standards to both new and existing OWTS that are located near waterbodies listed as impaired due to nitrogen or pathogens, pursuant to Section 303(d) of the Clean Water Act. The final tier, Tier 4, is for those OWTS that are presently failing and require corrective action.

In addition to the LAMP, the County has produced its Implementing Ordinance, which

will function in conjunction with the LAMP, to establish OWTS policies, procedures, and requirements governing the OWTS Program in the County. A complete copy of the Implementing Ordinance is attached hereto as Appendix XX. This LAMP conforms to all of the applicable Tier 2 criteria listed in Section 9 of the OTWS Policy, including the prohibitions contained in Section 9.4. MCEH acknowledges that the Tier 1 standards afford an essential level of public health and water quality protection. Accordingly, the County's LAMP and Implementing Ordinance incorporate many Tier 1 standards. Further, while this LAMP does not require regulatory oversight for regular maintenance of conventional systems, it does require all non-conventional types of OWTS to obtain operating permits that include provisions that require regular maintenance and reporting. Finally, the provisions of this LAMP shall apply to all unincorporated areas of Mono County where a sewer system is not available. This includes all public lands controlled by the USDA/USFS, and the BLM that are located in Mono County. It also covers lands owned by the City of Los Angeles. It does not apply to the incorporated Town of Mammoth Lakes, which is served by the Mammoth Community Water District, or any other prohibition areas that are defined in the Lahontan Basin Plan (OWTS Policy, Purpose and Scope of the Policy). MCEH will continue to issue permits for, and inspect construction of, OWTS constructed in a small portion of public lands in Madera County within the San Joaquin River drainage in the Red's Meadow area, per an MOU between Mono County and Madera County. OWTS permit requirements for this region will adhere to those requirements outlined in the Madera County LAMP.

While every effort was made to make this LAMP comprehensive, MCEH anticipates that it will be necessary to modify this LAMP in the future. This opportunity is built into the OWTS Policy in Section 9.3.3, which requires a complete evaluation of the LAMP every five (5) years to determine its efficacy in meeting water quality objectives with respect to impacts from OWTS. Modifications may also be necessary as technology, conditions, and experience improve and change over time. Any proposed changes will be made only after consultation and approval of the Lahontan Regional Water Quality Control Board and the Mono County Board of Supervisors.

## **SECTION II GENERAL POLICY RECOMMENDATION AND PROVISIONS**

Any structure, regardless of use, that produces wastewater shall have an adequate wastewater treatment and dispersal system. Unless otherwise specified in this LAMP, the following criteria shall apply for the construction of OWTS in Mono County, unless otherwise specified in this LAMP.

- When a public sewer is available within 200 feet of a structure producing wastewater, the structure must connect to the public sewer.
- This LAMP shall not supersede requirements set forth in Section 4.1 of the Water Quality Control Plan for the Lahontan Region (Basin Plan) for Prohibition Areas.
- Chemical, portable toilets are acceptable for temporary use and during special events. Portable toilets are not acceptable for permanent use.
- Composting, solar, incinerating or other unconventional toilets shall not be installed in any permanent structure unless a standard toilet, attached to a permitted OWTS, is also available within the same structure.
- Holding tanks are not acceptable for wastewater disposal for residential use in lieu of a permitted OWTS.
- Minimum Depth to Groundwater/Minimum Soil Depth: In lieu of Table 2 of the State OWTS Policy, for sites with percolation rates from 5 to 60 minutes per inch (MPI) there shall exist a soil thickness layer of not less than 5 feet from the bottom of the disposal area to groundwater or to an impervious layer such as clay, bedrock or fractured bedrock. Impervious is defined as a stratum with percolation rates greater than 120 MPI. For sites with percolation rates from 1- 5 MPI, the anticipated high groundwater level shall be at least 40 feet below the bottom of the leach trench. For sites with percolation rates greater than 60 MPI, OWTS with supplemental treatment will be required, where applicable, or other types of non-conventional OWTS. Only Supplemental treatment systems and components certified by NSF, or an equivalent third-party tester, will be approved.
- The average density for any new subdivision of property made by tentative approval pursuant to the Subdivision Map Act, where OWTS will be utilized for onsite sewage disposal, where the parcels are served by a public water system, and where the subdivision occurs after the effective date of this LAMP, shall not exceed two equivalent dwelling units per acre (2 EDU/acre), or its equivalent
- Proposed subdivisions, where an OWTS and individual water supply well will exist on each lot, shall have lots with a minimum lot size of 40,000 square feet.
- Lots within existing subdivisions in Mono County, created prior to June 16, 1988 (effective date of the Lahontan Basin Plan OWTS criteria), shall not be required to meet the maximum 2 EDU/acre requirement. Undeveloped lots in these subdivisions will be issued OWTS permits and held to all OWTS siting requirements outlined in the LAMP, to the greatest extent possible, for all criteria with the exception to density, as long as groundwater protection can be



maintained. Furthermore, these subdivisions will be the focus areas of the Water Quality Assessment Plan, described in greater detail in Section IX of this LAMP.

- Dispersal systems shall be designed per Appendix H of the CPC. Accordingly, for gravel-less chamber systems, no sidewall credit is given, only trench bottom area. However, for these systems, a 0.7 factor/credit of the rock and perforated pipe system infiltrative area requirements is allowed. Leach field sizing shall be calculated based on the appropriate application rate for the soil characteristics observed on site.
- Ground slope in the disposal area shall not be greater than 30%.
- New cesspools and seepage pits will not be approved for use in Mono County. Where a seepage pit is presently being used and functioning satisfactorily, no action will be taken to require its replacement until such time that the system is failing or no longer functioning satisfactorily. Cesspools, when discovered, will be required to be abandoned and properly destroyed, and replaced with an approved OWTS.
- For existing undeveloped lots and replacement systems, the standards stipulated in this LAMP for new OWTS shall be required wherever possible. Where existing physical constraints will not allow this, new OTWS will be installed as close to standards as possible, but in no case will be allowed where significant degradation of the environment or a threat to human health would occur.
- Horizontal setbacks shall adhere to the requirements set forth in the most recent addition of the CPC, or the Mono County Code, whichever is greater.

Maximum density for developments utilizing OWTS shall be 2 EDU/acre (two single family dwellings per acre). Per the OWTS Policy, wastewater generated from a single family dwelling is expected to be 250 gallons per day. However, for the purposes of designing and sizing leach fields, wastewater flows will be calculated using 150 gallons per day per bedroom, per the CPC. This conservative calculation criteria (relatively high wastewater flows) will help to assure ample leach field sizing. Leach field size will be calculated based on the number of bedrooms in the residence (wastewater flows), and the appropriate application rate, in gallons per square foot per day (g/sf/d), for the soil characteristics observed on site. Application rates for various soils are derived from the most recent edition of the USEPA Manual. Septic tank minimum capacity will be determined using sizing criteria from the most recent edition of the California Plumbing Code (CPC).

Commercial disposal field designs shall be determined by peak waste flows for the specific occupancy designations listed in the most recent edition of the CPC. Septic tank minimum capacity will likewise be required to meet CPC criteria. Commercial operations that produce greater than 500 gpd per acre will require supplemental treatment.

Provisions of this LAMP and the Implementing Ordinance apply to wastewater flows of 10,000 gpd or less. Projects with flows calculated to exceed 10,000 gpd do not qualify for the OTWS Policy conditional waiver of waste discharge requirements. The project

owner will be referred to the Lahontan Regional Water Board for submittal of a report of waste discharge, obtaining waste discharge requirements, and payment of fees.

### **Notifications to Owners of Water Systems and SWRCB**

Existing or proposed OWTS in close proximity to public water wells and surface water drinking water supplies have some potential to cause an impact on the water quality of that water source. The owner/operator of a public water system, or SWRCB Division of Drinking Water (DDW) if the owner of the system cannot be identified, will be notified of a pending permit and subsequent construction of an OWTS under the following conditions:

1. Prior to issuance of a permit to install a new or replacement OWTS, the water system owner will be notified when the OWTS will be within a horizontal sanitary setback to a public well. Likewise, the owner will be notified if the water system source is surface water and the OWTS is within 1,200 feet of an intake point for a surface water treatment plant for drinking water, is in the drainage catchment in which the intake point is located, or is otherwise located such that it may impact water quality at the intake point. This will provide opportunity for the water system owner to submit comments to MCEH prior to permit issuance. Notification will be done electronically or in writing by MCEH with a copy of the OWTS permit application that includes:

a. A topographical plot plan for the parcel showing the OWTS components, property boundaries, proposed structures, physical address, and name of the property owner.

b. The estimated wastewater flows, intended use of proposed structure generating the wastewater, soil data, and estimated depth to seasonally saturated soils.

c. An advisement that the public water system owner or SWRCB/DDW shall have 15 days from receipt of the permit application to provide recommendations and comments to MCEH.

2. The owner of a public water system will be notified upon discovery of a failing OWTS that is within 150 feet of a public water well. For surface water sources, notification will take place when the failing OWTS is within 400 feet of the high water mark of a surface water drinking water supply where the dispersal system is within 1,200 feet of the water system's surface water treatment plant intake, or is in the catchment of the drainage and located such that it may impact water quality at the intake point; or is within 200 feet of the high water mark of a surface water drinking water supply where the dispersal system is between 1,200 and 2,500 feet of the water system's surface water treatment plant intake, or is in the catchment of the drainage and located such that it may impact water quality at the intake point. Notification will be done electronically or in writing and will include proposed corrective action that will be taken to mitigate the failure.

## **OWTS Near Impaired Water Bodies**

Currently, there are no water bodies in Mono County listed on Attachment 2 of the OWTS Policy as impaired pursuant to the federal Clean Water Act. If and when a water body in Mono County is subject to being listed on Attachment 2 because it has been listed as impaired under Section 303(d) of the Clean Water Act, MCEH will follow the applicable specific requirements found in Tier 3 of the OWTS Policy or develop an Advanced Protection Management Program (APMP), approved by the Lahontan Regional Water Board, for the impaired water body. This LAMP will require an APMP for any newly proposed development in all Tier 3 – Impaired Areas listed in Attachment 2 of the OWTS Policy and will require appropriate supplemental treatment systems (STS) within those areas.

## **Twin Lakes Subdivision**

Although not listed on Attachment 2 of the OWTW Policy, Upper Twin Lakes, near Bridgeport, has been identified as having elevated nitrate levels. At present, the Twin Lakes Subdivision is at build-out based on the current Basin Plan density requirement of no more than 2 EDU/acre. Unlike other existing subdivisions in Mono County that received exemptions from the Lahontan Regional Water Board for higher densities, the Twin Lakes Subdivision received no exemption. Upon the effective date of this LAMP, the maximum density exemptions granted by the Lahontan Regional Water Board, for existing subdivisions in Mono County that exceed the 2 EDU/acre, will no longer be valid. Instead, the provisions and requirements outlined in this LAMP and its Implementing Ordinance will take effect.

The Twin Lakes Subdivision is approximately 100 acres in area. To date, 200 OWTS permits have been issued which leaves approximately 60 lots that cannot currently be built upon due to the maximum density requirement in the Lahontan Basin Plan. Upon the effective date of this LAMP, a portion of those remaining 60 lots may be developed provided that horizontal setback requirements set forth in this document can be met. However, due to the elevated nitrate levels known to exist in Upper Twin Lakes, this LAMP will require construction and monitoring requirements that are similar to Tier 3 requirements for all new OWTS on the remaining undeveloped lots within the Twin Lakes Subdivision. This requirement will also apply to replacement OWTS to be located on developed lots, when deemed necessary, under the following conditions:

1. All new and replacement OWTS shall incorporate STS with designs certified by the National Sanitation Foundation (NSF), such as NSF 245 for nitrogen removal, or another approved third-party tester, so as to ensure that total nitrogen concentrations in OWTS effluent are reduced by 50% or greater. The owner must periodically (at least annually) sample the influent and effluent for total nitrogen to verify that limits are met. In addition, the owner must sample the effluent for BOD and total suspended solids to verify achievement of 30 mg/L for BOD and total suspended solids.
2. STS shall be designed by a licensed civil engineer. The engineer shall design an STS for the specific lot or parcel where the STS will be installed. The engineer shall

prepare a report that identifies all components of the STS and submit that report to MCEH along with the OWTS permit application.

3. STS shall be designed by a licensed civil engineer. The engineer shall design an STS for the specific lot or parcel where the STS will be installed. The engineer shall prepare a report that identifies all components of the STS and submit that report to MCEH along with the OWTS permit application.
4. Setbacks for all new and replacement OWTS with STS shall meet the same criteria set forth in the LAMP for other Tier 2 - OWTS.
5. A routine inspection and maintenance program for all STS in the Twin Lakes subdivision shall be developed and implemented by the Twin Lakes Subdivision homeowners' governing body.
6. An APMP shall be developed by MCEH for the Twin Lakes Subdivision if, in the future, Upper Twin Lakes is listed in Attachment 2 of the OWTS Policy.

DRAFT

## **SECTION III**

### **REQUIREMENTS FOR EXISTING OWTS**

#### **Existing Functioning OWTS**

Consistent with the criteria outlined in Tier 0 of the OWTS Policy, systems that are functioning properly will not be affected by this LAMP for as long as they continue to function properly. As part of MCEH education and outreach program (LAMP Sec 6), MCEH will encourage owners to perform regular inspection and maintenance, as necessary, to ensure that an OWTS continues to operate satisfactorily and to extend the life of the system. OWTS that fail will be repaired consistent with the criteria outlined in Tier 4 of the OWTS Policy and MCEH standards.

The Mono County Code has an effective voluntary maintenance and mandatory reporting program for standard OWTS. Although the ordinance does not require routine maintenance, it does stipulate that whenever an OWTS is serviced, the system is to be inspected and a written report is to be completed and submitted to the MCEH.

Further, under the Implementing Ordinance, whenever an OWTS is serviced it must be serviced and inspected by a Qualified Inspector. A Qualified Inspector means a Registered Environmental Health Specialist, Professional Engineer, Qualified Contractor, or others deemed to have professional knowledge and experience to evaluate an OWTS, such as a Registered Pumper Company employee who has received proper training. The Qualified Inspector shall inspect the septic tank and look for signs of deterioration, corrosion and that all components of the tank are in place and functioning. In addition, the Qualified Inspector shall look for evidence that the dispersal field has failed or is in the process of failing. The Qualified Inspector shall prepare a written report that includes the property owner's name and site address, a description of the type of OWTS, and any deficiencies noted during the inspection. The report must be submitted to MCEH within 30 days of the date of servicing and inspection. A copy of the inspection form is attached hereto as Appendix XX. In cases where an OWTS has been determined to be failing, the Qualified Inspector must submit a report to MCEH within 24 hours. Once the report is received by MCEH, the report will be reviewed, and appropriate corrective action will be initiated. All reports will be uploaded to the MCEH database with inspection findings.

#### **Failing and Failed OWTS**

When an OWTS has failed or is found to be failing by either a Qualified Inspector, MCEH staff, or other means, appropriate mitigation measures may be required, which may include repeated pumping of the septic tank to eliminate further sewage discharges. Subsequently, the failing OWTS will be required to be repaired as soon as practicable by a Qualified Contractor and must meet current standards. A conventional OWTS may be repaired by the homeowner.

When it is determined that a system is failing or has failed and MCEH has a permit



on record, the replacement dispersal field will be required to be the same type and size, or larger.

Replacement or repairs of OWTS shall be in conformance with Tier 4 standards of the OWTS Policy and shall meet requirements of the Implementing Ordinance. If site conditions preclude the installation of a new dispersal field that meets required standards, supplemental treatment will be required, if deemed necessary, to provide treatment equivalent to the required standards.

All repairs or modifications to an OWTS require an approved permit from MCEH.

### **OWTS in Degraded Basins**

If the Lahontan Regional Water Board identifies a groundwater basin in the County where use of OWTS is causing or contributing to an exceedance of nitrate or pathogen maximum contaminant levels, the County will develop an APMP following consultation and approval by the Lahontan Regional Water Board. The APMP shall provide the same level of protection as the Tier 3 standards in the OWTS Policy and may include additional regulatory requirements including but not be limited to: (i) supplemental treatment for all new and replacement systems; (ii) mandatory, routine inspections, and maintenance; (iii) shallow ground water monitoring; (iv) connection to a public sewer if one exists; (v) or other appropriate actions.

### **OWTS Evaluation/Modification**

Existing functioning OWTS that would otherwise be expected to continue to function properly may become overtaxed when homes are remodeled or expanded in a manner that increases the sewage flow or changes the characteristics of the sewage generated. When a building remodel results in a potential increase in wastewater flow, the OWTS shall be evaluated by MCEH. If MCEH determines that the current OWTS is not sized to accept the additional wastewater flow, then MCEH will require appropriate modification to the OWTS. Examples of changes that would result in an increased flow to the system include the addition of a bedroom, increased number of occupants, or installation of a fixture or device that would increase the average daily wastewater flow to the OWTS.

Additionally, improvements on the property that encroach on the OWTS or its designated expansion area would trigger the need for review and evaluation by MCEH. If it is determined that a remodel or improvement to a property presents no impact to the OWTS or that the existing system design and sizing is adequate, then no modification to the OWTS will be required.

## **OWTS Abandonment Standards**

Unless properly abandoned, an OWTS no longer in use represents a safety hazard. The top or lids of the septic tank may deteriorate and collapse over time. Therefore, MCEH will ensure that septic tanks and other components of the OWTS are properly abandoned.

An existing OWTS or a portion thereof shall be properly abandoned, under the following conditions:

- Upon the discovery of a hollow seepage pit or cesspool;
- When the structure is connected to a public sewer; or
- When the structure served by the OWTS is demolished unless the owner demonstrates their intention to use the system in the future.

Standards for abandonment of a septic tank include:

- The tank shall be pumped to remove all contents;
- The tank will then be removed entirely and transported to a landfill for disposal, unless MCEH approves abandoning the tank in place; and
- If abandoned in place, the top of the tank shall be removed or crushed, the bottom of the tank punctured or cracked to allow drainage through the tank, and the tank then filled with clean soil or approved fill material.

Standards for abandonment of a dispersal field include:

- Seepage pits shall be excavated to a depth of 2 feet below grade and the center pipe cut. The center pipe and the excavation shall then be backfilled with clean soil or other fill material approved by MCEH.
- Standard leach lines composed of perforated pipe and gravel may be abandoned in place when MCEH determines that doing so will not negatively impact future development.
- If hollow chambers are used, also called a chamber system, the chambers shall be removed and the trench backfilled. In some cases, a chamber system may be abandoned in place with MCEH approval.

## **SECTION IV REQUIREMENTS OF NEW OWTS**

MCEH review of new OWTS will occur on two levels. An initial review to verify OWTS feasibility occurs as part of the discretionary review process for proposals to create new lots through the Mono County Community Development Department (MCCDD) procedures. A second, more detailed review occurs when an application to construct an OWTS is submitted to MCEH. The issuance of a permit to construct an OWTS is a ministerial process.

The initial, discretionary review is performed by MCEH staff working in the Land Use Program. The role of the Land Use Program staff is to review projects within the unincorporated portions of Mono County to ensure conformity with state and local regulations and policies enforced by MCEH. These projects may involve a number of programs overseen by MCEH, including retail food, recreational health, solid waste, drinking water, and other programs, and, for the purposes of this LAMP, sewage or wastewater dispersal.

For projects that involve subdivisions, development plans, and conditional use permits, a determination must be made as to whether adequate public water and sewer services are available. If such services are available, MCEH will make it a condition of project approval that the applicant obtain approvals from the public water and sewer agencies and connect to these systems. For those projects where public water or sewer services are not available and a private water well and/or use of an OWTS is proposed, MCEH reviews well and soil test data to confirm their feasibility for the proposed project.

MCEH shall determine OWTS feasibility by reviewing the proposed site conditions and the preliminary engineering and layout of the system to ensure that adequate disposal area for both the primary and 100% expansion area exists. Appropriate setbacks to property lines, existing structures, water courses, water wells and other features are also reviewed. A minimum of 2 soil profiles and 2 percolation tests are also required for each proposed lot. In cases where uniform soil conditions are anticipated or are discovered through this process, the number of soil profiles and/or percolation tests may be reduced with MCEH approval. Soil profiles are required in the area of the proposed disposal field in order to determine the long-term suitability of the soils to accept wastewater. In most cases, MCEH will visit the site to confirm the accuracy of the map and the location of any limiting features of the property.

If upon review MCEH finds that the proposed project site is unsuitable for wastewater treatment and dispersal, then the project cannot move forward unless a suitable site is identified. For projects proposed in areas known to be problematic for use of OWTS, MCEH will apply strategies to address those specific conditions and to mitigate impacts to surface water or groundwater. Additionally, if an OWTS is inadequate or inappropriate for a proposed project, MCEH will communicate this determination to the project applicant and MCCDD during the Land Use Program's review process.

The standards for new OWTS, as well as specific siting, design and construction

criteria are contained in the Implementing Ordinance, which outlines general provisions for the repair, upgrade, modification or abandonment of existing systems. Tier 1 standards of the OWTS Policy apply unless otherwise specifically addressed in the Implementing Ordinance.

### **Protection of OWTS**

All OWTS require regular maintenance to ensure that they are operating as designed and to prolong the useful life of the system. This is especially true for alternative systems and those that utilize supplemental treatment. In order to facilitate inspection and maintenance, OWTS components must be accessible.

In most OWTS designs, a 100% expansion area must be identified and set aside for future dispersal field use. Development in this expansion area that would preclude its future use as a dispersal field will not be allowed.

### **Prohibitions**

The LAMP and the Implementing Ordinance will continue to administer current MCEH policies and implement the following prohibitions and requirements:

- The use of seepage pits and cesspools for sewage dispersal is prohibited.
- The use of holding tanks as a permanent means of wastewater management is prohibited.
- Sewage dispersal in fill material, unless the material is engineered fill designed for that purpose, is prohibited.
- A discharge to an OWTS that exceeds peak design flow or maximum permitted capacity is prohibited.
- No OWTS shall utilize any form of effluent disposal that discharges on or above the post installation ground surface such as sprinklers, exposed drip lines, free-surface wetlands, or a pond.

### **Professional Qualifications**

To ensure performance that is consistent with the goals and objectives of this LAMP, OWTS must be sited, designed and constructed properly. Once placed into operation, regular inspection and maintenance are necessary to keep the system functioning as designed and to prolong its useful life. Therefore, specific qualifications and licenses necessary to design, construct maintain and/or repair an OWTS in Mono County include:

- Soil evaluations must be performed by a Professional Civil Engineer, Professional Geologist, Certified Soil Scientist, or Registered Environmental Health Specialist (REHS).
- OWTS must be designed by a Qualified Professional, such as a Professional Civil Engineer, Professional Geologist or REHS.

- Construction, modification, repair and abandonment of an OWTS must be performed by a Qualified Contractor. A Qualified Contractor is a California State License Board (CSLB) licensed contractor who possesses an “A”, C-42 or C36 license. A contractor who possesses a “B” license may construct an OWTS associated with a building project, provided that he is performing 3 or more building trades on that project.
- Inspections, maintenance and servicing must be performed by a Qualified Inspector or a Qualified Contractor. “Qualified Inspector” means a Registered Environmental Health Specialist, Professional Engineer, Qualified Contractor, or an individual that meets the requirements of the State OWTS Policy.

### **Site/Soil Evaluation**

A general site evaluation must be completed that will assess topographical features of the lot, setbacks to water courses or water bodies, as well as distances to neighboring wells, neighboring OWTS and other surface features.

A soil evaluation will be required for all newly created lots prior to issuance of an OWTS permit. In most cases, this soil evaluation will include soil profiles to determine the depth and quality of soil and to assure minimum separation to groundwater or to bedrock or another confining zone. Percolation tests will also be required on newly created lots to determine wastewater acceptability of the soil and the appropriate application rate to use in the OWTS design. Soil profiles are required in the area of the proposed primary dispersal field, as well as in the expansion field. Soil profiles and percolation tests should be conducted in the spring and early summer months when anticipated groundwater is at its highest level (shallowest soil depth).

MCEH may waive the requirement for soil profiles and/or percolation tests in some developments, on existing lots, where ample data exists of the soil characteristics in the area and where soil condition have been shown to be relatively uniform throughout the development. MCEH will make this determination on a case by case basis.

### **Tank Requirements**

The construction standards and sizing criteria for septic and treatment or pump basin tanks must be consistent with standards contained in state regulations and adopted documents. As stipulated in the California Plumbing Code (CPC), all tanks are to be watertight and constructed of durable, corrosion resistant material such as reinforced concrete or approved plastics and must conform to the International Association of Plumbing and Mechanical Officials (IAPMO), the National Sanitation Foundation (NSF) or the American Society for Testing and Material (ASTM) standards.

If an OWTS design calls for placing a tank beneath areas subject to vehicular traffic, such as a driveway, the tank, risers and manhole covers must be traffic rated.



Septic tanks must have a minimum of 2 compartments and a minimum capacity and size based on criteria stated in the latest edition of the CPC. Each compartment shall be accessible through a manway or port that is a minimum of 20 inches in diameter.

In general, all tanks should be buried as shallow as practicable, with a minimum cover of 6 inches. When site conditions warrant a tank being buried deeper than 12 inches below grade, each compartment opening is to be fitted with a watertight riser that extends to within 12 inches of grade, or to grade whenever practicable. When risers are required and extend to finish grade, corrosion and tamper resistant fasteners shall be used to secure the riser lids.

A minimum separation of 5 feet is required between structures, patios and decks so that all tank lids are accessible for tank inspection, servicing and maintenance.

### **Dispersal Fields**

Dispersal fields will be constructed based on the calculated area needed to treat sewage produced from a proposed or existing residence or structure. Additional area shall be identified and set aside for a future OWTS dispersal field that is equal to the area of the original dispersal field, otherwise known as 100% replacement or expansion area. This expansion area will be used when the original dispersal field no longer functions adequately.

### **Standard/Conventional Leach Line Construction**

Leach lines are the preferred method of OWTS effluent dispersal. Leach trenches that consist of either perforated PVC pipe installed over a layer of leach rock, or chamber system leach lines, are considered a standard or conventional dispersal field. Conventional leach lines are preferred over other types of dispersal fields for several reasons. Shallow conventional trenches allow for better dispersal by means of both percolation of liquid waste downward and evaporation of liquid upward. Soil microbes that break down or utilize the effluent are more numerous at shallow soil depth and can more effectively treat OWTS effluent.

In a standard rock and perforated pipe system, leach line trenches are to be constructed to a minimum width of 18 inches, to a maximum of 36 inches. The depth of the trenches will vary dependent on design. The depth of leach rock beneath the perforated pipe will vary between 1 foot minimum and 3 feet maximum. The perforated pipe will be covered with a minimum of 2 inches of leach rock, with the rock and pipe covered with filter fabric prior to backfill. A minimum of 12 inches (18 inches is preferred) of earth cover shall then be applied.

When a chamber system leach field is installed, trenches shall be wide enough to accommodate the width of the chambers used. No leach rock is required for standard installations. Instead, the chambers shall be placed directly on the bottom of the trench. The chambers shall be covered with a layer of untreated filter fabric and then backfilled

with earth cover to a minimum depth of 1 foot.

For rock and pipe systems and for chamber systems, trenches shall be constructed on contour (if a slope exists) and trench bottoms shall be level. In most cases where more than a single leach line is to be installed, a distribution box shall be installed between the septic tank and dispersal field. This will help to ensure even distribution of effluent to the leach lines. A distribution box shall be installed at least 5 feet from the septic tank, as well as 5 feet from the dispersal field. The distribution box shall be set onto a concrete pad on compacted earth, or set in concrete mixed on site, to eliminate the settling of the distribution box upon backfilling.

To facilitate future inspections of the dispersal field, inspection ports (or viewing ports) shall be installed at the end of each leach trench. If warranted, inspection ports may be required elsewhere in the leach field dependent upon site conditions.

### **Low Pressure Distribution**

The preferred method of wastewater dispersal is by gravity flow. However, when site conditions preclude gravity distribution, effluent may be distributed to a disposal field under pressure.

Pressure distribution systems must be designed by a Qualified Professional.

### **Alternative OWTS**

Alternative OWTS utilize dispersal fields consisting of components other than a conventional or supplemental treatment system, such as a mound, at-grade, and evapotranspiration systems. There are a number of developments in Mono County that utilize Alternative OWTS. These developments include portions of Paradise Estates, Swall Meadows, and Sunny Slopes.

Alternative OWTS must be designed by a Qualified Professional in conformance with state guidelines. MCEH has received recommendations from the Lahontan Regional Water Board for various Alternative OWTS designs that can be used in Mono County. Other Alternative OWTS could be approved in the future, provided that the systems are certified by NSF or another approved third-party tester.

Prior to final approval, the property owner shall record a notice stating that an Alternative OWTS has been installed on the property. This "Notice to Property Owner" shall run with the land and will act as a notice to any future property owner that the property is served by an Alternative OWTS and is therefore subject to an operating permit and regular maintenance, monitoring, and reporting requirements. A copy of the recorded document shall be provided to MCEH before final OWTS approval will be given.

To ensure that the Alternative OWTS continues to function properly, it will need to be inspected by a Qualified Inspector at least annually or as otherwise approved by

MCEH. Inspection reports shall be submitted to MCEH detailing the findings of the inspection. These reports shall be submitted within 30 days of the inspection.

### **Supplemental Treatment**

Due to site conditions or due to water quality objectives specific to a particular site, some OWTS will require supplemental treatment prior to discharging of effluent to a dispersal field. Supplemental Treatment Systems (STS) are often used to overcome constraints having to do with high groundwater, shallow soils, or setback requirements to surface waters. STS include processes that can effectively reduce wastewater constituents such as Total Suspended Solids (TSS), Bio-chemical Oxygen Demand (BOD) and Total Nitrogen (TN). All STS will require plan review and approval from MCEH prior to installation. All STS must be tested and certified to meet NSF Standard 245 for nitrogen reduction, or a testing standard(s) specific to the contaminant(s) of interest.

All STS owners shall be provided with an informational maintenance or replacement document by the system designer or installer. This document shall specify homeowner procedures to ensure maintenance, repair or replacement of critical items within 48 hours following failure. A copy of these documents shall be maintained at the site and shall be available to the qualified service provider.

An STS shall be equipped with a visual and audible alarm that alerts the owner if the system malfunctions. All failures, malfunctions, service requests, alarms, or other instances where an STS requires the attention of a qualified service provider shall be reported to MCEH within 72 hours of the incident occurring. If upon inspection the system is determined to be failing, then the report must be submitted within 24 hours.

Because supplemental treatment is provided as a mitigation factor, every STS must receive regular maintenance, by a qualified technician who has been trained in the operation and maintenance of the specific STS design, to ensure that it is operating as designed. MCEH requires that a maintenance contract be signed and in place prior to installation of the system. This agreement is to remain in force for the life of the STS.

Prior to final approval of the installation of a STS, a Notice of Installation of the Supplemental Treatment System shall be recorded with the Mono County Clerk-Recorder's Office. This document shall run with the land and shall serve as constructive notice to all future owners that the property is served by an OWTS that utilizes supplemental treatment and is subject to an operating permit as well as maintenance, monitoring, and reporting requirements. A copy of the recorded document shall be provided to MCEH.

## **Operating Permits**

Operating permits will be required for OWTS that utilize an Alternative OWTS or a STS to ensure that they are functioning properly and as designed. Permit conditions will require annual or more frequent analytical influent and effluent laboratory data results to be submitted to the MCEH and inspections of the system performed by a Qualified Inspector or a trained manufacturer's representative. In addition, a report detailing the findings of the inspection must be submitted to MCEH within 30 days of the date of servicing and inspection. In cases where an OWTS has been determined to be failing, the Qualified Inspector must submit a report to the MCEH within 24 hours.

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## **SECTION V ALTERNATIVE MEANS OF WASTEWATER DISPOSAL FOLLOWING OWTS FAILURE OR GROUNDWATER DEGRADATION**

OWTS must be located, designed, installed and operated in accordance with state and County standards. Systems built to these standards should last decades if they are properly maintained and regularly serviced. However, even a properly maintained OWTS has a finite lifespan and will eventually fail and require repair. When repairs are necessary, it is the general policy to upgrade the system to the standards in effect at the time of failure, to the greatest extent feasible.

There are a number of developments in Mono County that have residences with OWTS that do not conform to current state and County standards implemented by MCEH. Factors that make these existing OWTS nonconforming include:

- Inadequate area available for the dispersal field and/or expansion area;
- Inadequate setback from drainages or watercourses;
- Inadequate setback from steep slopes; and/or
- Inadequate vertical separation from groundwater or an impervious subsurface layer.

When an existing, nonconforming OWTS fails, it is often not possible to make repairs that meet all current standards. In these cases, replacement OWTS will be constructed to meet current standards to the greatest extent possible. However, in no case will a permit be issued for a replacement OWTS where the system will pose an imminent health risk or hazard, or a threat to groundwater or surface water, unless the threat can be mitigated to adequately protect public health and the environment. Mitigation may include replacement of a failing system with an Alternative OWTS or an OWTS that incorporates supplemental treatment.



## **SECTION VI EDUCATION AND OUTREACH**

The primary method of education and outreach is by direct interaction between MCEH staff and the public. Staff routinely receives and responds to phone calls, email and office visits by private property owners, consultants and contractors with questions about the regulations, site specific requirements and/or the permit process. MCEH also regularly participates in Land Use Technical Advisory Committee meetings and provides information to property owners and their consultants on new development that will involve the use an OWTS. As necessary, MCEH staff will also brief the Board of Supervisors or the Planning Commission on onsite wastewater issues regarding proposed developments and projects.

MCEH also maintains a county website where all OWTS permit application forms and instructions are available. In addition to forms, MCEH posts or provides links to various regulatory information and documents related to OWTS and to Mono County's LAMP and OWTS Ordinance. The website also provides general information about proper OWTS maintenance.

Stakeholder or community meetings will be conducted as outreach efforts for significant or important projects such as writing or implementation of new regulations, such as this LAMP.

## **SECTION VII ENFORCEMENT**

The County's OWTS Ordinance includes provisions and procedures to enforce state and County wastewater disposal laws and ensure protection of the public health and the environment. In general, enforcement actions are limited to situations where all other means to correct a problem or an ongoing violation have been exhausted. In situations where an imminent threat to public health or the environment exists, appropriate enforcement action will be initiated immediately. Circumstances or conditions that would result in MCEH initiating enforcement action are described below.

### **Failure to Obtain a Permit**

Under the County's OWTS Ordinance, a permit is required to construct, repair, modify, or abandon an OWTS. It is unlawful to cover, conceal, or put into use an OWTS without having first obtained an inspection and final approval from MCEH. When MCEH staff discover or are made aware of the fact that an OWTS is being installed, modified, repaired, or abandoned without a permit, and the work is in progress, MCEH will issue a Notice of Violation to the property owner ordering him to cease further work. The Notice of Violation and order shall require the property owner to submit a permit application with the appropriate permit fee, the applicable penalty, and any other required information to MCEH. The Notice of Violation and order shall prohibit all work on the OWTS from recommencing until MCEH has issued a permit.

An OWTS that was installed, modified, repaired, or abandoned without a permit and inspection has no legal standing. When these situations are discovered, the property owner will be required to submit an application to construct an OWTS "after-the-fact", and submit documents and photographs to identify what activities were conducted or what components were installed.

When appropriate, components of the OWTS may be required to be uncovered to show evidence of what was installed. If inadequate information is available and/or field investigation cannot confirm the finished construction of the OWTS, a permit will not be issued for the unlawful OWTS and reconstruction under a new OWTS permit will be required.

### **Inspection and Maintenance**

The County does not require ongoing, routine inspections of standard OWTS or systems not required to have a permit to operate. However, voluntary inspection and maintenance is encouraged. The County requires that any time an OWTS is serviced, the tank is to be inspected by a Qualified Inspector for signs of deterioration and other system deficiencies. In addition, a report detailing the results of the inspection must be submitted to MCEH within 30 days. If upon inspection the system is determined to be failing, the report must be submitted within 24 hours.

In addition, owners of OWTS utilizing supplemental treatment, as well as Alternative OWTS, are required to perform at least annual monitoring and reporting by a Qualified Inspector, as described in the conditions of the permit to operate for each specific system.

Once the report is received it will be reviewed by MCEH staff. If the report identifies any deficiencies, a tiered enforcement response is implemented. Initially, a notice is generated and mailed to the property owner. The notice will describe corrective action to be taken and direct that appropriate repair of the OWTS be completed by a specified date. If the property owner makes the needed repairs, then MCEH shall not take further action. If the property owner fails to take corrective action, then a process of increasing enforcement action will be taken until the problem is resolved. This progressive enforcement process includes the initial notice, followed by a Notice of Violation, and finally formal legal action that may include penalties and fines.

Failure to complete and/or submit reports of inspection for any OWTS that has been serviced will result in appropriate enforcement, as outlined above. Enforcement shall be directed at either the owner of the OWTS, the company that serviced the system, or both, as appropriate for the situation.

The goal of an enforcement action is to correct a violation. The assessment of a fine does not end the matter as abatement of the violation is still required. This would be handled by increased enforcement action including additional fines.

### **OWTS Failure**

In General terms, a system has failed when wastewater is no longer safely treated and/or dispersed and therefore represents a health risk or a threat to the environment. Signs of a failing system range from an elevated liquid level in the septic tank to a discharge of effluent to the surface of the ground.

MCEH will respond to all reports or complaints of failing OWTSs and sewage surfacing on a particular property. MCEH will conduct a site visit of the property to confirm the validity of the report. If confirmed, MCEH will issue a Notice of Violation to the property owner directing them to take immediate action to stop the discharge of sewage and to repair the system. A permit will be required to repair the system and a follow up inspection will be conducted. Under normal circumstances, repairs will be required within 30 days of the issuance of the Notice of Violation, unless a work plan requiring more time is approved by MCEH. In any case, the discharge of sewage to the ground surface must be abated during this timeline.

In most cases, MCEH will become aware of a failing OWTS by the inspection report produced following servicing, as described in the Inspection and Maintenance section. Failure to repair or replace a failing system will result in enforcement as provided in Section VII of this LAMP.

## **SECTION VIII SEPTAGE MANAGEMENT**

Septage is the partially treated waste from an OWTS. It consists of all the liquid wastes that are generated from a building or structure and drain through the structure's plumbing to the septic tank. In the septic tank, where primary treatment takes place, the waste separates into three distinct layers: the upper scum layer, the clarified middle layer and the lower sludge layer.

Over time, the scum and sludge layers accumulate to the point where the biologically active clarified area is minimized. When this occurs, the tank should be pumped out. The liquid waste pumped from the tank is referred to as septage. Septage, like all sewage, must be disposed of in a manner that protects public health.

This LAMP and the Implementing Ordinance require all septage, once removed from the tank by the registered pumper, to be transported to a disposal facility that operates under the authority of a permit issued by the Lahontan Regional Water Board. Currently, there are two facilities in Mono County that receive septage. These two facilities are the Mammoth Community Water District and the June Lake Public Utilities District. In addition, septage is accepted by Inyo County at the Bishop/Sunland evaporative sewage ponds, from registered septic pumpers working in the County.

With approximately 2,200 septic systems in the County, it is anticipated that on average 440,000 gallons of pumped septage will be distributed amongst these three sewage treatment facilities on an annual basis. This is based on 20% of those septic systems being pumped annually.

Although MCEH recommends that each OWTS septic tank be pumped at least every 5 years, in reality many go longer than this interval between pumping. By contrast, some septic tanks will be pumped more often than every 5 years for those OWTS that have a permit to operate and must be inspected more frequently than every 5 years.

## **SECTION IX PROGRAM ADMINISTRATION AND RECORDS MAINTENANCE**

### **Program Administration**

MCEH is responsible for oversight of 13 County programs that involve permitting responsibilities. These programs are divided between 4 full-time and one half-time employees. All MCEH staff are Registered Environmental Health Specialists and senior or journey-level staff positions. Over the course of the past 3 years (2014-2016), an average of 120 hours per year was coded to the County's OWTS Program. This equates to 0.06 Full Time Equivalent (FTE) of a position dedicated to the OWTS Program. Although one staff person handles the majority of the work, other MCEH staff are dedicated to cover OWTS Program responsibilities, as necessary.

For time accounting purposes, all staff complete a Daily Activity Report (DAR) that provides details of time spent in each program each day. DARs can be used to account for all time spent by staff in any given program and will be used to generate reports required by this LAMP for OWTS activities.

EnvisionConnect, a data management system used by MCEH to manage their regulatory programs and processes, will be used to notify MCEH staff of upcoming required inspections and maintenance for all OWTS operating permits in the database. MCEH is likely to develop a separate Microsoft Excel spreadsheet to track OWTS with operating permits and their inspection and maintenance schedules.

MCEH is a division of the Mono County Health Department (MCHD). The OWTS Program is funded by a combination of OWTS permit fees and MCHD general funds, which receives a large portion of its budget from State Realignment funds. MCHD receives no funds from the

County's general fund. All MCEH fees (including OWTS Program fees) are determined by multiplying the amount of time spent in a program by the calculated hourly rate for MCEH staff.

The standards for the construction, operation, and maintenance of OWTS are contained in this LAMP and the Implementing Ordinance, as incorporated into the Mono County Code. While the LAMP and the Implementing Ordinance are comprehensive, some aspects may be governed by administrative policy. This typically occurs when there is a need to clarify a procedure or address issues related to administration of the code. These policies will be approved by the Director of MCEH after consultation with staff and, as appropriate, the County Public Health Director.



## **Reporting and Data Collection**

Permit records are currently maintained in paper and electronic formats. The Implementing Ordinance requires that a permit be obtained to construct, modify, repair or abandon an OWTS. When a permit application is received, the information is maintained on a Microsoft Excel spreadsheet and a record of the permit entered into the EnvisionConnect database. Information compiled includes the property owner's name and contact information, the site address, the Assessor's Parcel Number, the contractor information, as well as a description and the specifications of the OWTS. When the project is completed and has received final approval, the permit, supporting documents, and photographs are maintained in paper files and electronic files, and the EnvisionConnect database and Microsoft Excel spreadsheet are updated to show that the project has been completed.

As required in this LAMP, permits to operate will be issued for all new Alternative OWTS and OWTS that utilize supplemental treatment. Implementation of operating permits will entail tracking, inspection, and maintenance records being maintained. These records will be maintained as electronic files in the EnvisionConnect database, as well as in saved electronic files within the County's server database. Paper files will also be maintained for the foreseeable future until such time that MCEH makes the decision to no longer utilize a paper filing system for this program. Sewage pumper company registration and monthly pumping reports will also be compiled and stored via a Microsoft Excel spreadsheet and/or entered into EnvisionConnect for reporting purposes.

## **Water Quality Assessment Program**

MCEH will implement a Water Quality Assessment Program (WQAP) to evaluate the impact of OWTS discharges on groundwater and surface water quality in the County. The WQAP will include monitoring and analysis of water quality data, review of complaints, OWTS failures, and OWTS inspections. This water quality data will be obtained from the following sources:

- Random well samples
- Well samples taken to establish a well as a "potable source"
- Routine water samples taken by Small Community Public Water Systems
- Water quality data from water management agencies/organizations
- Any other sampling data deemed relevant or necessary for the protection of groundwater and surface water supplies

Wells in existing subdivisions, either public supply wells or private water wells, will be sampled and analyzed for total nitrogen on a prescribed routine basis. In addition, for developments where nearby surface water sources exist (e.g. Mono City, Twin Lakes, Virginia Lakes, and areas north and south of Bridgeport), routine water sampling will be conducted upgradient and downgradient of these developments to further monitor for

the effects of OWTS on these water sources. To date, none of the the Public Water System water sources serving these existing subdivisions exceed drinking water standards for total nitrogen.

As required by Sections 3.3 and 9.3 in the OWTS Policy, MCEH shall submit an annual report by February 1 of each year to the Lahontan Regional Water Board for the previous calendar year. This annual report will summarize MCEH's OWTS Program. This report shall include: The numbers and locations of complaints pertaining to OWTS operation and maintenance, and the results of those findings; applications and registrations of septic tank pumping companies; the number, location, and description of permits issued for new and replacement OWTS and which Tier the permit was issued; monitoring results and Supplemental Treatment System performance data, as well as an evaluation of the effectiveness of MCEH's OWTS program with respect to water quality objectives; and all other pertinent information required in the OWTS Policy listed in Sections 9.3.1 and 9.3.2. This report will be submitted in a format that is acceptable by the Lahontan Regional Water Board.

In addition, every fifth year the annual report will include an evaluation of the WQAP. This report will include an assessment of whether water quality is being impacted by OWTS, and it will identify any changes needed in the LAMP. This, however, will not apply to public lands or property owned by the City of Los Angeles due to the fact that the number of OWTS permitted and installed on those lands is extremely limited and those OWTS present little to no impact to water quality from their use.

## **OWTS Ordinance – MONO COUNTY**

Ordinance Number \_\_\_\_\_

### **CHAPTER 14.04 – Onsite Wastewater Treatment Systems**

Sec. 14.04.010 Purpose and Intent

Sec. 14.04.020 Definitions

Sec. 14.04.030. General Provisions

Sec. 14.04.040 Permits

Sec. 14.04.050 New System Standards

Sec. 14.04.060 Repair, Upgrades, Evaluation, Modification and Abandonment Standards

Sec. 14.04.070 Servicing, Inspections and Reporting

Sec. 14.04.080 Violations and Conflicting Provisions

Sec. 14.04.090 Right of Entry

Sec. 14.04.100 Remedies

Sec. 14.04.110 Powers and Duties of the Administrative Authority

#### **Sec. 14.04.010. Purpose and Intent**

The purpose of this chapter is to regulate onsite wastewater treatment systems as defined herein. It is the intent of the Board of Supervisors, in adopting this chapter, to ensure that onsite wastewater treatment systems are constructed, modified, repaired, abandoned, maintained, inspected and serviced in a manner that prevents environmental degradation and protects the health, safety and general welfare of the people of Mono County. This chapter is intended to implement and comply with the Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy), adopted by the California State Water Resources Control Board on June 19, 2012, and as may be amended, the policy and purpose of which is to protect water quality and public health.

#### **Sec. 14.04.020. Definitions**

The definitions set forth in this section shall govern the construction of this chapter.

(A) “Accessible” means being readily reached and located and opened for purposes of servicing, inspection, repair, upgrade or modification, as defined in this chapter.

(B) “Accessory Structure” is any structure, which is subordinate to a main structure. Examples include, but are not limited to, residential second units, guesthouses, decks, cabanas, pools, tennis courts, greenhouses and paved or impervious driveways.

- (C) "Adequate Access" means unobstructed tank ports with a minimum of a twenty inch inside diameter.
- (D) "Administrative Authority" is the Director of the Environmental Health Services Division of the Mono County Public Health Department, or a duly authorized representative thereof.
- (E) "Alluvium" means unconsolidated rock and/or soil that has been redeposited and typically lies above consolidated bedrock.
- (F) "Alternative Wastewater Treatment System" is an onsite wastewater dispersal field that consists of components other than a conventional or supplemental treatment system as defined in this chapter. Examples include, but are not limited to, "mound," "evapotranspiration," and "at grade" systems.
- (G) "ANSI" means the American National Standards Institute.
- (H) "Bedroom" is any room in a dwelling that has a door for privacy, a closet, and an egress window.
- (I) "Bedrock" is any consolidated rock, either weathered or not, which usually underlies alluvium. Bedrock would include sedimentary rocks excluding alluvium. "Bishop Tuff" would be considered bedrock for the purposes of this chapter.
- (J) "Building Official" means an employee of the Mono County Community Development Department, working in the Building Division, and works under the general supervision of the Department Director.
- (K) "Cesspool" is an excavation with permeable sides and/or bottom that receives sewage, wastewater, or drainage and is designed to retain organic matter or solids but permits liquids to seep through the bottom or sides.
- (L) "Community System" is a residential wastewater treatment system serving more than two single family housing units on a single lot, or on more than two parcels; or commercial, industrial, or institutional systems that treat 2,500 gallons or more of domestic/sanitary wastewater per day (peak daily flow).
- (M) "Conventional Onsite Wastewater Treatment System" is an onsite wastewater treatment system composed of a septic tank and a dispersal field that uses leach lines or a leach bed that is gravity fed.
- (N) "Dispersal Area" is the location of a dispersal field and expansion area.
- (O) "Dispersal Field" means a location used for discharge of liquid sewage effluent from a septic tank, dosing tank or treatment tank. Standard dispersal fields include, but are not limited to, leach lines, leach beds, and seepage pits.
- (P) "Drywell" is synonymous with the term "Seepage Pit."
- (Q) "Effluent" means the partially treated wastewater discharge from an onsite wastewater treatment system.
- (R) "Emergency Repair" is a repair that is intended to immediately remedy a failing onsite wastewater treatment system where wastewater has surfaced and is a threat to health and safety or creates a nuisance as defined in this chapter.

(S) "Expansion Area" means an undeveloped area designated as a location for an additional or replacement dispersal field.

(T) "Failing Onsite Wastewater Treatment System," is any onsite wastewater treatment system where wastewater is no longer safely treated or discharged and presents a health risk to humans or adversely impacts the environment, as determined by the Administrative Authority. Evidence of a failing system includes, but may not be limited to:

- (1) A backup of sewage into a structure which is caused by a septic tank or dispersal area problem other than a plumbing blockage;
- (2) A discharge of sewage or onsite wastewater treatment system effluent to the surface of the ground that creates a health and safety concern, creates a nuisance, or contaminates the waters of the state;
- (3) A septic tank that requires pumping more frequently than once a year in order to provide adequate dispersal of sewage;
- (4) Inability to use the system as intended.

(U) "Graywater System" means an onsite wastewater treatment system as defined by the California Plumbing Code.

(V) "Groundwater" is water located below the land surface in the saturated zone of the soil or rock. Groundwater includes perched water tables, shallow water tables, and zones that are seasonally or permanently saturated.

(W) "Inspection" means checking, observing, testing, and/or evaluating an onsite wastewater treatment system to determine the condition of an onsite wastewater treatment system.

(X) "IAPMO" means the International Association of Plumbing and Mechanical Officials.

(Y) "Inspection Port" is a pipe installed directly into a leaching trench, mound system and/or other dispersal field to monitor the performance of the system through visual inspection or collection of samples.

(Z) "LAMP" is an acronym for a "Local Agency Management Program" used for implementation of the Tier 2 standards in the State Water Resources Control Board's Policy for Siting, Design, Operation and Management of Onsite Wastewater Treatment Systems.

(AA) "Leach Line" is a subsurface soil absorption wastewater dispersal system installed in a trench, usually consisting of a perforated distribution pipe placed over gravel or other media and backfilled with native material. For purposes of this chapter, "leach line" also includes a trench with gravel-less leaching chambers.

(BB) "Limiting Conditions" are geological, hydrological or soil conditions that restrict the ability of the soil in a dispersal field to eliminate effluent. Examples of limiting conditions may include but are not limited to: impervious material, bedrock, high groundwater, fractured rock, consolidated rock, and extreme percolation rates (less than one minute per inch or greater than 120 minutes per inch).



(CC) "Low Pressure Distribution" means a wastewater dispersal system of small diameter pipes equally distributing effluent throughout a trench or bed at greater than atmospheric pressure.

(DD) "Maintenance" means work related to the upkeep of a wastewater treatment system. Examples include, but are not limited to, any installation, repair or replacement of septic tank baffles, risers, tees, ells, tops, access port lids, pumps, and blowers. For purposes of this chapter, "maintenance" may also include cleaning of any wastewater treatment system components.

(EE) "Modification" means replacement or enlargement of any component of an onsite wastewater treatment system, not defined as "maintenance" or "repair" in this chapter, which results in a change in flow, capacity or design of the system.

(FF) "NSF" means the National Sanitation Foundation or NSF International, a not-for-profit, nongovernmental organization that develops health and safety standards and performs product certification.

(GG) "Nuisance" is an onsite wastewater treatment system that has created an obnoxious situation such as, but not limited to, unpleasant odors, saturated surface soils, or surfacing effluent.

(HH) "Onsite Wastewater Treatment System" (OWTS) is a system composed of a septic tank and a dispersal field and related equipment and appurtenances. Onsite wastewater treatment systems may also be referred to as septic systems, onsite sewage disposal systems, individual sewage disposal systems or private sewage disposal systems and may include alternative and supplemental treatment systems.

(II) "Operating Permit" is a written authorization to operate an OWTS issued by the Administrative Authority.

(JJ) "Parallel Distribution" means a dispersal field in which the OWTS effluent is distributed simultaneously through a distribution box.

(KK) "Percolation Test" means a subsurface test conducted to measure the absorption rate of water in soil strata. The test is conducted after initial pre-saturation and results are usually expressed in minutes per inch.

(LL) "Person" means any individual, firm, partnership, association, corporation, estate, trust, joint venture, receiver, county, or other political subdivision, or any other group or combination acting as a unit.

(MM) "Primary Treatment" means temporary holding of wastewater in a septic tank where heavy solids can settle to the bottom while oil, grease and lighter solids float to the surface.

(NN) "Public Water System" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year.

(OO) "Qualified Contractor" means a contractor holding a license that is current and active from the Contractors State License Board for Plumbing (C-36), Sanitation Systems (C-42), or General Engineering Contractor (A). A contractor holding a license as a General Building Contractor (B) shall be considered a

Qualified Contractor when constructing, modifying, or abandoning an OWTS as part of a larger construction project involving a new structure or major addition to an existing structure.

(PP) "Qualified Inspector" means a Registered Environmental Health Specialist, Professional Engineer, or Qualified Contractor or an individual that meets the requirements of the State OWTS Policy.

(QQ) "Qualified Professional" means an individual licensed or certified by a State of California agency to design OWTS and practice as professionals for other associated reports, as allowed under their license or registration. Depending on the work to be performed and various licensing and registration requirements, this may include an individual who possesses a Registered Environmental Health Specialist certificate or is currently licensed as a Professional Engineer or Professional Geologist.

(RR) "Regional Water Quality Control Board" (Regional Board) means, for the purposes of this chapter, the Lahontan Regional Water Quality Control Board, also known as Region 6, is one of nine Regional Boards in California. Each Regional Board is charged with protecting water quality and exercising rulemaking and regulatory activities within its jurisdictional boundaries. Each Regional Board is supported by and coordinates with the State Water Resources Board. Mono County falls within Region 6.

(SS) "Registered Pumper" is a firm or person that pumps and/or hauls septage or wastewater from chemical toilets has been issued a registration by the Administrative Authority, and as otherwise outlined in the Mono County LAMP.

(TT) "Repair" means restoration, replacement, or alteration of any malfunctioning or damaged component of an OWTS except those defined in this chapter as maintenance.

(UU) "Secondary Treatment" means wastewater treatment which removes dissolved and suspended biological matter. Secondary treatment is typically performed by indigenous, water-borne microorganisms in a septic tank or treatment tank.

(VV) "Seepage Pit" means an excavation, typically cylindrical in shape and filled with rock, constructed for the purpose of disposing of sewage effluent from a septic tank or treatment tank.

(WW) "Septic Tank" means a water tight, compartmentalized, covered receptacle designed and constructed to: receive the discharge of sewage; separate the solids from the liquid; digest organic matter; store digested solids for a period of retention; and allow the resultant effluent to discharge from the tank to the dispersal field.

(XX) "Serial Distribution" means the distribution of septic tank effluent by gravity flow that progressively loads one section of a dispersal system to a predetermined level before overflowing to the succeeding section.

(YY) "Servicing," means inspection pumping and cleaning of a septic tank, dispersal field, or other system components.

(ZZ) "Severely Constrained Lot" is a lot of record that contains limiting conditions that prevent the installation of an OWTS that conforms to the provisions of this chapter.

(AAA) "Sewage" is any and all waste substance, liquid or solid, associated with human habitation, or which contains or may contain human or animal excreta or excrement, offal or any feculent matter. Industrial wastewater shall not be considered as sewage.

(BBB) "Shallow Drip System" means a treated wastewater dispersal system using filters, flexible tubing, drip emitters and a flushing mechanism to disperse directly to the soil without stone aggregate or chambers.

(CCC) "Subdrain" is an underground passage for the re-direction of water, typically made by filling a trench with loose stones and/or a perforated pipe and covering with earth. Subdrains are also called curtain drains, rubble drains or French drains.

(DDD) "Supplemental Treatment System" is an OWTS that utilizes engineered designs and/or technology to treat effluent to reduce one or more constituents of concern in wastewater. It may also be referred to as an Advanced Treatment System or Enhanced Treatment System. Examples include, but are not limited to, sand filters, textile filters and aerobic treatment units but do not include composting or incinerating toilets.

(EEE) "Tertiary Treatment" means wastewater that has already undergone primary and secondary treatment and will be disinfected prior to discharge.

(FFF) "Treatment Tank" is a tank other than a septic tank in which wastewater is acted on either by chemical or biological means, to reduce the concentrations of constituents of concern.

#### **Sec. 14.04.030. General Provisions**

##### **(A) Requirement for Adequate Wastewater Treatment**

(1) Any structure, regardless of use, that produces wastewater shall have adequate wastewater treatment as required by the California Plumbing Code, as amended and adopted by Mono County at Section 15.04.030 of the Mono County Code. Wastewater treatment shall either be accomplished by means of an approved OWTS or connection to a public sewer.

(2) When a public sewer exists within 200 feet of a structure that produces wastewater, an OWTS will not be permitted and the structure must connect to the public sewer system.

(3) The minimum daily design flow for residences shall be calculated using 150 gallons per day per bedroom.

(4) Chemical toilets may be used only on a temporary or occasional basis.

(5) A supplemental treatment system for new or replacement OWTS shall be required under any one of the following conditions:

a) Areas identified by the Regional Water Quality Control Board as having groundwater basins experiencing significant groundwater degradation due to OWTS.

b) Areas identified by the Regional Water Quality Control Board as having surface waters experiencing degradation due to OWTS.

c) On previously developed severely constrained lots where a repair is required but no conforming OWTS can be constructed.

(6) Composting and incinerating toilets may only be utilized, with written permission from the Administrative Authority, when the residence or structure is also equipped with a standard toilet served by an OWTS, regardless of whether such OWTS is a conventional, alternative, or supplemental treatment system.

(7) Graywater systems are allowed as per the requirements of the California Plumbing Code.

(8) For OWTS utilizing parallel distribution for wastewater dispersal, each trench line shall be of equal length to the maximum extent practical. For dispersal systems using serial distribution, trenches shall be maintained at the shallowest depth possible and no deeper than five (5) feet below ground surface.

#### (B) Protection of OWTS

(1) OWTS shall be located so as to be accessible for servicing, inspection, upgrades, modification and repairs.

(2) Designated expansion areas shall not be developed in a manner that precludes their availability for the new dispersal field.

(3) Each OWTS shall be designed, installed and maintained so as to prevent infiltration and exfiltration.

(4) If subdrains discharge diverted water to subsurface soils, the minimum upslope separation from any dispersal field shall be twenty feet and the minimum down slope separation shall be fifty feet. If the subdrain is provided for the sole purpose of protecting the integrity of a structure, such as a retaining wall, then the Administrative Authority may modify the separation requirements provided above.

#### (C) Permit Issuance Does Not Allow Continued Violation

The issuance of a permit or approval of plans shall not be deemed or construed to allow a violation of any of the provisions of the Mono County Code or California state law. The issuance of a permit or approval of plans shall not prevent the Administrative Authority from requiring the correction of errors in said permit or approved plans when a condition allowed in the approval is found to be in violation of the Mono County Code or California state law. Continued violation may result in administrative fines assessed to the responsible party pursuant to Chapter 1.12 of the Mono County Code.

#### (D) Prohibitions

(1) Discharges from new OWTS are prohibited if they could result in noncompliance with state and county regulations.

(2) Seepage pits and cesspools are prohibited. Upon discovery, cesspools shall be properly abandoned and replaced with an OWTS that meets the requirements of this chapter. The continued use of a properly functioning, existing seepage pit will be evaluated on a case by case basis.

(3) Holding tanks are prohibited as a permanent method of sewage disposal for both residential and commercial applications. Approved vault toilets, such as those used in campgrounds, are exempt from this prohibition.

(4) Sewage dispersal shall not be permitted in fill material or on slopes greater than 30% unless it is specifically designed by a Registered Civil Engineer to accommodate the discharge without creating a nuisance or public health hazard as approved by the Administrative Authority.

(5) Discharge from an OWTS that exceeds peak design flow or maximum permitted capacity is prohibited.

(6) An OWTS that discharges above grade, including but not limited to sprinklers, exposed drip lines, and ponds is prohibited.

(7) Dispersal fields are prohibited in roadways, but may be allowed with prior approval of the Administrative Authority in designated parking areas if they are designed to withstand vehicle load ratings and are covered with a permeable surface.

#### (E) Industrial Operations

(1) Any industrial operation which generates wastewater other than, or in addition to, domestic wastewater shall have separate OWTS for the domestic and the industrial wastewater unless a single system is approved by the Regional Water Quality Control Board. Separate applications, plans, and specifications must be submitted for each system.

(2) Industrial wastewater may be subject to regulation by the Regional Water Quality Control Board.

#### (F) Inspections

(1) Inspections shall be scheduled with the Administrative Authority a minimum of two working days in advance of the time requested. Inspections are required prior to final covering of any components of a system.

(2) A Qualified Professional, with the approval of the Administrative Authority, may conduct construction inspections of OWTS after excavation and prior to the placement of any rock or fill material. Prior to final approval, a signed report shall be submitted to the Administrative Authority confirming that the OWTS installation has been completed in accordance with the approved design. This does not preclude the normal inspection process associated with any other building permit or requirement.

(3) When the system is installed outside the permitted/approved area, additional testing will be required, or approved by the Qualified Professional that designed the OWTS. The previously approved plans shall be revised to reflect the new location or design change.

#### (G) Permit Suspension and Revocation.

(1) The Administrative Authority may suspend or revoke a permit whenever it is determined that the permittee has violated any provisions of this chapter; has misrepresented any material



fact in the permit application or supporting documents for such permit; and/or performed any work under the permit that has resulted in a nuisance.

(2) No person whose permit has been suspended or revoked shall continue to perform the work for which the permit was granted until, in the case of a suspension, the permit has been reinstated by the Administrative Authority. The permit shall not be reinstated until the violation causing the suspension has been abated.

(3) Upon suspension or revocation of any permit, if any work already done by the permittee has left an OWTS in such a condition as to constitute an emergency, the Administrative Authority may order the permittee to perform any work reasonably necessary to protect the health and safety of the public. No permittee or person who has held any permit issued pursuant to this chapter shall fail to comply with any such order.

(H) Professional Qualifications, Signatures, and Stamps

(1) An OWTS shall be designed by a Qualified Professional as defined by this chapter.

(2) In order to construct, modify, repair, abandon or replace any OWTS, a person must be a Qualified Contractor as defined by this chapter. However, a property owner may construct, repair or modify a system on his/her own property provided the owner complies with all the provisions of this chapter.

(3) A Qualified Inspector, Qualified Contractor, or professional engineer shall perform inspection, maintenance and servicing required by this chapter.

(4) Prior to approval by the Administrative Authority, percolation and performance test reports and final OWTS plans, shall have an original signature and stamp of the professional engineer or the Registered Geotechnical Engineer who performed the tests, wrote the reports and designed the onsite sewage treatment system.

**Sec. 14.04.040. Permits**

No person shall construct, reconstruct, repair, modify, destroy, or abandon any OWTS or graywater system, or any portion thereof, without having first obtained a permit from the Administrative Authority. It shall be unlawful for any person to cover, abandon, destroy, modify, repair, conceal, or put into use an OWTS or graywater system, or any portion thereof, without having first obtained a permit and final approval from the Administrative Authority. Alternative systems and systems with supplemental treatment require an operating permit in conformance with Section 14.04.050(I) of this chapter which shall be issued by the Administrative Authority prior to the final approval of the construction of the system.

(A) Applications

(1) An OWTS permit application shall be submitted on a form approved by the Administrative Authority for new construction, repair, abandonment or modification of an OWTS, alternative system, or graywater system. The application shall be accompanied by plans and specifications submitted in a format prescribed by the Administrative Authority. The approved application shall be deemed a permit to construct and will contain conditions that apply to the construction,

operation and maintenance of the system. The permit conditions shall be binding upon the property owner and successive property owners for the life of the system.

(B) Fees

(1) Submission of an application shall be accompanied by payment of all appropriate fees. The Board of Supervisors may, by resolution, adopt such fees as are allowed under § 101325 of the California Health and Safety Code and may prescribe such terms and conditions as may be necessary to enable the County of Mono to recover the reasonable and necessary costs incurred by the County in administering this chapter.

(2) The Board of Supervisors shall determine fees for operating permits.

(C) Expiration

Construction permits shall expire by limitation and become null and void if the work authorized is not commenced within one (1) year from the date of issuance of the permit. If the work authorized by such permit is started and then suspended or abandoned for a period of one (1) year or longer, the work shall not be recommenced until a new permit is obtained. Upon written request from the applicant, the Administrative Authority may issue a one-time renewal of the permit for a maximum of one (1) year beyond the initial expiration date, provided that the plans, specifications, and site conditions have not changed. The renewal request must be received by the Administrative Authority prior to the expiration of the previously approved permit. When such renewal is authorized the work must comply with current requirements. Upon the expiration of a permit, no further work shall be performed unless a new permit is issued.

(D) Exemption for Maintenance and Servicing

OWTS maintenance and servicing, as defined in this chapter, may be performed by a Qualified Contractor without a permit as long as a written report of work performed is submitted to the Administrative Authority and such work complies with all codes, regulations, and procedures applicable in Mono County at the time the maintenance is performed. The written report shall be submitted on a form approved by the Administrative Authority within 30 days of completion of the maintenance. If the report is not received by the Administrative Authority within 30 days of the completion of the maintenance or servicing, the Qualified Contractor may be subject to administrative fines.

(E) Transfers

An OTWS permit for operation, construction, modification, repair, or abandonment is not transferable. If there is a sale or transfer of a property upon which a permit has been issued and the work authorized in the permit was not completed by the previous owner, the new property owner must submit a new application.

(F) Zoning Clearance

Approval and/or appropriate permits to construct must be issued by the Mono County Community Development Department for any new structure utilizing an OWTS prior to the issuance of a permit to construct the OWTS.

#### (G) Administrative Fines and Penalties

Any person who commences work on an OWTS for which a permit is required, without first having obtained a permit, shall be required to obtain a permit and pay double the permit application fee established by the Board of Supervisors and may be subject to administrative fines as provided in Chapter 1.12 of the Mono County Code.

#### (H) Suspension and Revocation

(1) The Administrative Authority may suspend or revoke any permit to construct, repair, modify, or abandon an OWTS, or any component of the system, issued pursuant to this chapter, whenever the permittee has violated any provisions of this chapter, misrepresented any material fact in the permit application or supporting documents for such permit, and/or performed any work that was not authorized under the permit or has created a nuisance.

(2) Any permittee whose permit has been suspended or revoked shall discontinue work for which the permit was granted until such permit has been reinstated or reissued.

(3) If the work halted by the suspension or revocation of a permit has left an OWTS in a condition that constitutes a safety hazard, a nuisance, or threatens public health, the Administrative Authority may order the permittee to perform any work reasonably necessary to protect public health and safety or mitigate the nuisance, as provided in Section 7.20.020 the Mono County Code. If the permittee fails to mitigate the hazard or nuisance, the Administrative Authority may have the construction completed at the expense of the permit holder through the administrative fines process provided in Section 7.20.090 of the Mono County Code.

#### (I) Right to a Hearing

Any person, whose application for a permit has been denied, suspended, or revoked, may submit a request for an appeal hearing to challenge the denial, suspension, or revocation, to the Administrative Authority. The request must be submitted in writing to the Mono County Clerk in person or by mail within 10 business days after the permit is denied, suspended, or revoked. When such denial, suspension, or revocation is sent by mail, the hearing must be requested within ten business days from the date the citation was postmarked. The request must specify the grounds upon which the appeal is submitted and should contain documentation that substantiates the reason for the appeal. As soon as practicable after receiving the written request for a hearing, the county administrative officer shall appoint a hearing officer who shall be a planning commissioner. The county administrative officer, or his or her designee, shall then fix a date, time, and place for the hearing. Written notice of the date, time, and place of the hearing shall be served at least 10 business days prior to the date of the hearing to the person to which the denial, suspension, or revocation was issued and to the property owner (if different), as well as anyone else who received formal notice of the citation. The hearing officer shall independently consider the facts of the case and shall draw his or her own independent conclusions as to the merits of the appeal. The order and decision of the hearing officer shall be the final administrative action of the county. The county clerk shall serve the hearing officer's order and decision to the person who filed the appeal within five working days (after the decision is given to the clerk for filing) by certified mail, postage prepaid, return receipt requested.

## Sec. 14.04.050 New System Standards

The following requirements shall be met to ensure that all new OWTS are installed at locations that have been adequately evaluated and that methods used to conduct those evaluations meet specified minimum standards.

### (A) General Site Evaluation

(1) The Administrative Authority shall require the submission of all information necessary to thoroughly evaluate the suitability of a site for wastewater treatment and dispersal and to assess any limiting conditions. At a minimum, the site evaluation information shall include but is not limited to:

a) The Administrative Authority may require a geologic report, prepared by a Certified Engineering Geologist, describing soil characteristics, depth to groundwater, and bedrock or other confining zones. Slope stability shall be addressed when the proposed dispersal field is located on a slope greater than 30 percent.

b) The minimum separation from the bottom of the dispersal field to groundwater shall be confirmed by soil profiles or borings pursuant to §14.04.050(B) and §14.04.050 (C) of this chapter. Where fluctuations in groundwater levels may impact the dispersal field, the highest recorded depth shall be utilized.

c) Minimum site requirements shall be those provided in the California Plumbing Code as amended and adopted by the County and/or the OWTS Policy, whichever are more stringent.

d) Minimum setbacks for the components of an OWTS include:

- 100 feet from the septic tank or dispersal field to any private water well and 150 feet to any Public Water System well;
- 200 feet to any Public Water System well for dispersal fields greater than 10 feet in depth;
- 5 feet from the septic tank to a building foundation or permanent structure, including a deck;
- 8 feet from the dispersal field to a building foundation or permanent structure, including a deck;
- 5 feet from any portion of the OWTS to any property line, or as otherwise specified by a subdivision's Specific Plan or other similar planning regulation;
- 200 feet from a dispersal field to a water body and 50 feet to a stream.
- Other site-specific setbacks may be imposed to ensure water quality protection and satisfy public health concerns.

(B) Soil Evaluation for Leach Fields

(1) Leach Trenches:

a) At least two (2) deep soil borings or trenches shall be required within the primary dispersal area and expansion area. Deep borings or trenches shall be a minimum of five (5) feet beneath the proposed maximum depth of the dispersal field, or a minimum of 10 feet below ground surface, whichever is greater.

b) When using percolation tests to determine site suitability, not less than three (3) percolation tests shall be conducted in the primary dispersal field and expansion areas. Percolation tests shall be completed with adequate separation to characterize the primary dispersal field and the expansion area. The tests shall be performed at a depth corresponding to the bottom of the subsurface dispersal field.

c) Percolation tests shall be valid for five (5) years after completion. A professional engineer or soils engineer may recertify the tests for an additional term of five (5) years. After 10 years, the original percolation tests are no longer valid and must be repeated.

(2) Leach beds may be installed only if leaching trenches are not feasible, as determined by a Qualified Professional or registered geotechnical engineer with concurrence from the Administrative Authority. A determination of leach line infeasibility must be provided and shall include a certified written statement by the Qualified Professional or registered geotechnical engineer, which specifies the unfavorable conditions that render leach lines infeasible.

(3) Alternative systems may be utilized only if limiting conditions make leach lines infeasible, as determined by a Qualified Professional or registered geotechnical engineer with the concurrence of the Administrative Authority. A determination of leach line infeasibility must be provided and shall include a written statement that has been signed and stamped by the Qualified Professional or registered geotechnical engineer that specifies the unfavorable conditions, which render effluent dispersal using leach lines infeasible.

(C) Soil Profiles or Soil Borings

(1) Soil profiles or soil borings may be required by the Administrative Authority when available information indicates that variations in groundwater levels occur that may result in a failure to maintain the minimum separation required between the bottom of the dispersal field and groundwater.

(2) Soil Profiles or borings shall be performed during the period of highest anticipated groundwater, to be determined by the Administrative Authority, which is generally late spring to early summer.

(3) In the event of a drought or the project is constructed in the dry times of the year, the Administrative Authority may accept additional hydrologic or geologic information provided by a professional engineer experienced in soil mechanics, a registered geotechnical engineer, a



professional geologist, a certified engineering geologist, or a certified hydrogeologist that estimates the highest anticipated elevation of groundwater based on soil or historic data.

#### (D) Tank Requirements

- (1) Septic tanks and treatment tanks must be watertight. Water tightness shall be ensured prior to backfilling the excavation around the tank.
- (2) Septic tanks and treatment tanks shall be constructed of reinforced concrete, plastic, or other durable synthetic material. Tanks shall be corrosion resistant and shall be certified by IAPMO, NSF, or ASTM.
- (3) Septic tanks and treatment tanks shall only be installed beneath surfaces subject to vehicular traffic (e.g., driveways and vehicle turnarounds) when site constraints make other locations unfeasible. Tanks installed in vehicular traffic areas shall be traffic rated or engineered to support the additional load. Septic tanks and treatment tanks placed in areas subject to vehicular traffic shall be provided with lids or risers that are rated for traffic loading.
- (4) Septic tanks shall be sized based on the current California Plumbing Code or Mono County LAMP criteria, whichever is more restrictive.
- (5) All septic tanks for new systems and replacement tanks for existing systems shall be equipped with an effluent filter that is an American National Standards Institute (ANSI) listed. The filter must be accessible for cleaning, replacement and maintenance.
- (6) Septic tanks and treatment tanks shall be installed by a Qualified Contractor according to the manufacturer's specifications. Earth cover over the tank shall be clean fill material free of debris and rock.
- (7) Septic tanks shall have a minimum of two (2) compartments with access to each compartment and a lid with a minimum of 20 inches in diameter for each compartment. Access lids shall have a maximum separation of 10 feet. Treatment tanks may consist of a single tank if required by the manufacturer of an approved supplemental treatment system.
- (8) Septic tanks and treatment tanks shall be installed so as to be accessible for servicing, inspection, maintenance, upgrades, or replacement. Tanks shall have a minimum setback of five (5) feet to any foundation or structure.
- (9) Septic tanks shall be installed with the top of the tank no deeper than 12 inches below finish grade. If it is demonstrated that the top of a septic tank must be deeper than 12 inches below grade, each compartment of a septic tank shall be provided with a watertight riser, capable of withstanding anticipated structural loads and extending to within 12 inches of finish grade. Septic tanks and treatment tanks shall be installed as shallow as practical and in no case at a depth greater than factory recommendations.
- (10) When a Qualified Professional, other than the Administrative Authority, inspects a septic tank or treatment tank installation, the Qualified Professional shall provide written certification that the installation has been completed per the approved plans.

(11) Risers shall be installed to within 12 inches of grade to enhance access for maintenance.

(12) Distribution boxes, drop boxes, pump chambers, and stilling chambers shall be watertight and commercially manufactured with corrosion resistant materials.

(13) When septic tank risers are installed to finish grade, access lids shall be gas-tight, securely fastened with stainless steel or other corrosion resistant fasteners and be resistant to vandals, tampering, and access by children. Risers and lids on tanks installed in vehicular access areas shall be traffic rated.

(14) Surface water shall be diverted away from the riser cover or septic tank lid by providing a sloping surface away from the riser, or extending the riser at least six (6) inches above grade.

#### (E) Leach Line Construction

(1) Leach line construction shall conform to criteria outlined in the most recent edition of the California Plumbing Code.

(2) Application rates shall be in conformity with the Mono County LAMP. Leach field sizing will be calculated based on the appropriate application rate, in gallons per square foot per day (g/sf/d), for the soil characteristics observed on site. Application rates for various soils are derived from the most recent edition of the USEPA Onsite Wastewater Treatment System Manual.

(3) Inspection ports shall be installed at the end of each trench and at other locations if required by the Administrative Authority. Inspection ports shall extend to the bottom of the trench or bed. The portion of the inspection port within the rock filter material, or within the chamber if a chamber system leach field is used, shall be perforated to permit the free flow of liquid. The inspection ports shall have removable caps and may either extend above grade or set to grade if enclosed in a service box with removable lid. The boxes shall be made of non-degradable material such as PVC, fiberglass, or concrete.

#### (F) Low Pressure Distribution

(1) When required by site conditions, OWTS effluent may be distributed to a dispersal field under pressure. Dispersal utilizing pressure distribution shall meet the following requirements:

a) Pressure distribution systems shall be fully engineered. When system installation is inspected by other than the Administrative Authority, the Qualified Professional shall submit a stamped and signed letter to the Administrative Authority stating that the pressure distribution system has been constructed per the previously submitted plans.

b) The pump chamber shall include a visual and audible high-water alarm.

c) Emergency storage capacity shall be required equal to six (6) hours of peak flow or 375 gallons whichever is greater.

d) The dispersal field shall be dosed in compliance with design requirements.

e) The distribution network shall be accessible for inspection, testing, flushing and adjustment.

(G) Alternative Wastewater Treatment Systems

(1) OWTS utilizing an alternative dispersal field that may be approved for installation include mound and pressurized leach bed systems. The Administrative Authority may approve other types of systems.

(2) The Administrative Authority may adopt design standards for alternative systems after consultation with the Regional Water Quality Control Board.

(3) Operation, maintenance, and monitoring specifications shall be provided for review and approval for any alternative dispersal system

(4) A notice of the installation of an alternative onsite sewage dispersal field shall be recorded with the Mono County Clerk-Recorder's office. Said notice shall run with the land and serve as constructive notice to any future owner, heirs, executors, administrators, or successors that the OWTS serving the subject property has an alternative dispersal field for wastewater dispersal and is subject to an operating permit, regular monitoring, maintenance, and reporting requirements.

(5) The property owner shall ensure that a Qualified Inspector, acceptable to the Administrative Authority, conducts a visual and operational inspection of the system once every year to ensure that the system is functioning properly.

(6) The property owner shall submit a report a minimum of once a year, prepared by a Qualified Contractor or Qualified Professional in a form prescribed by the Administrative Authority. The report shall include the results of any inspections, a check of the high water alarm, and any other requirements specified by the Administrative Authority. Reports shall be submitted within 30 days of the completion of the inspection.

(H) Supplemental Treatment Systems

(1) The Administrative Authority shall review and approve the method of supplemental treatment proposed prior to construction. Treatment systems and their components shall be tested and certified by an independent testing agency, such as IAPMO, ANSI, NSF or similar, and shall be tested for the removal of total suspended solids, bio-chemical oxygen demand (BOD), and total nitrogen.

(2) A "Notice of Installation of a Supplemental Treatment System" shall be recorded with the Mono County Clerk-Recorder office. Said notice shall run with the land and serve as constructive notice to any future owner, heirs, executors, administrators, or successors that the OWTS serving the subject property has supplemental treatment and is subject to an operating permit with monitoring, reporting, and maintenance requirements.

(3) A maintenance contract between the property owner and the supplier of the supplemental treatment system or their representative shall be in force for the supplemental treatment unit and dispersal field prior to installation. The maintenance agreement shall be in force for the life of the supplemental treatment system.

## (I) Operating Permits

(1) An operating permit issued by the Administrative Authority is required for the operation of alternative and supplemental treatment systems. All OWTS requiring operating permits shall be operated, maintained and monitored pursuant to the requirements of this chapter and the permit. The operating permit shall be renewed every five (5) years following the review of satisfactory annual reports submitted to the Administrative Authority. The Administrative Authority may suspend or revoke an operating permit for failure to comply with any monitoring, maintenance, or other requirements of the permit. If a permit is suspended or revoked, operation of the system shall cease until the suspension or revocation is lifted or a new permit issued. Continued use of an OWTS where the operating permit has expired or has been suspended may cause the responsible party to be subject to administrative fines as provided in Chapter 1.12 of the Mono County Code.

(2) Operation, maintenance and monitoring specifications shall be provided for review and approval for any supplemental treatment.

(3) The property owner shall ensure that a Qualified Contractor, Qualified Professional, Registered Environmental Health Specialist, or manufacturer's representative conducts a visual and operational inspection of the system at the frequency specified by the manufacturer or a minimum of once per year to determine if the system is functioning properly.

(4) The property owner shall submit a report for every inspection or a minimum of once a year, within 30 days of inspection, prepared by a Qualified Contractor, Qualified Professional, Registered Environmental Health Specialist, or manufacturer's representative in a form prescribed by the Administrative Authority. The report shall include the inspection results, analysis of the wastewater from the inspection ports for total suspended solids, BOD, and nitrogen series, and any other requirements specified by the Administrative Authority.

### **Sec. 14.04.060 Repair, Upgrades, Evaluation, Modification and Abandonment Standards**

#### (A) Failed OWTS

(1) A Qualified Contractor as defined in this chapter shall perform all repairs. An owner-builder may perform the work in lieu of the Qualified Contractor but all repairs shall meet the provisions of this chapter.

(2) Upon failure of an OWTS, the system shall be repaired and shall conform to the provisions of this chapter. Failures in which there is surfacing of effluent shall be repaired immediately.

(3) If the OWTS to be repaired was constructed under a valid permit and the approved expansion area is known, then the replacement dispersal field shall be of equal or larger size. The permittee shall verify the size, type and location of the existing dispersal field. This information shall be submitted to the Administrative Authority as part of the repair application.

(4) If the replacement dispersal field was previously approved, an adjacent "like for like" or larger dispersal field shall be installed under permit and inspection of the Administrative Authority.

(5) An OWTS that has failed and for which a replacement dispersal field cannot meet current standards, shall meet all the requirements of this chapter for a new OWTS to the maximum extent feasible.

(6) An OWTS that has failed and was not constructed under a valid permit or was legally non-conforming, shall be replaced with a system that meets all the requirements of this chapter for a new OWTS to the maximum extent feasible.

(B) Upgrades

(1) Upon discovery, all existing hollow seepage pits shall be properly abandoned and replaced with a dispersal field approved by the Administrative Authority.

(2) Upon discovery, all cesspools and bottomless septic tanks or otherwise non-watertight tanks shall be properly abandoned and replaced with a septic tank that conforms to the provisions of this chapter.

(3) Cesspools or OWTS without adequate dispersal fields shall install a dispersal field approved by the Administrative Authority.

(4) Upon discovery, septic tanks made of wood, metal, or brick tanks with cracked or missing mortar, must be replaced with a septic tank that meets the requirements for new systems specified in Section 14.04.050 (D) of this chapter.

(5) Replacement septic tanks and treatment tanks shall meet the requirements for new systems specified in section 14.04.050 (D) of this chapter.

(6) Septic tanks and treatment tanks and all components must be constructed to provide adequate access so that all compartments can be inspected and pumped.

(7) Septic or treatment tanks constructed of concrete shall be replaced or structurally modified when the narrowest section of the lid or wall is found to have a remaining thickness of 2-1/2" or less at its narrowest point or if the remaining concrete is less than half the original thickness. Risers shall be removed and reinstalled after the tank top is repaired.

(8) Septic tanks shall be replaced or repaired when the height of the baffle between compartments is equal to the water depth within the tank or when the baffle between compartments deteriorates to the point where it no longer provides compartment separation as designed.

(9) Any septic tank or treatment tank, which has more than two (2) feet of cover and is uncovered for purposes of servicing, repair or modification shall be retrofitted with risers that have a minimum inside diameter of 20 inches and manhole covers as specified in this chapter.

(10) If the septic tank or treatment tank is located at greater than five (5) feet beneath ground surface, then the riser shall be a minimum of 30 inches in diameter. Risers must be installed to allow for the measurement of the thickness of the tank top.

(11) Septic tanks or treatment tanks that are found to be located within the required setback distance from a structure shall be evaluated for adequate access. If it is determined that the



septic tank or treatment tank is inaccessible, they shall be relocated to provide the required setback.

(12) Missing, deteriorated, or damaged components, including but not limited to, tees, ells, risers, and lids, must be repaired or replaced.

(13) Single compartment septic tanks requiring repair or modification must be replaced with a tank that meets the requirements for new systems specified in Section 14.04.050 (D) of this chapter.

(14) Fiberglass or plastic tanks which have warped, collapsed, deflected, or have a damaged baffle, shall be replaced.

#### (C) Evaluation of OWTS

An OWTS evaluation shall be performed, and approved in writing by the Administrative Authority, for projects that remodel the interior of a structure, change the footprint of the structure, or change the use of a structure. An evaluation can only be approved when it is determined by the Administrative Authority that the proposed improvements or change in use will not encroach into required setbacks or the 100% expansion area and the existing system will accommodate the proposed changes.

#### (D) Modification

(1) Modification of an existing OWTS shall be required by the Administrative Authority when any of the following occurs:

- a) Improvements to a property intrude upon the physical location of the system or the expansion area;
- b) The existing septic system does not meet required setbacks;
- c) The septic tank or treatment tank does not meet the minimum capacity requirements contained in this chapter;
- d) The dispersal area including the 100% expansion area is not adequately sized or functioning properly; or
- e) A project increases flow to the dispersal field.

(2) The modification permit approval shall be based on field testing, engineering calculations, and other information deemed necessary by the Administrative Authority in order to determine the adequacy of the dispersal field with respect to the proposed modification.

(3) Modifications that require replacement or expansion of the dispersal field shall meet the requirements for new systems provided in Section 14.04.050 (D) of this chapter to the maximum extent feasible.

(4) A modification permit is required when the proposed construction or change in use results in either of the following:

- a) Adds a bedroom as defined in this chapter to a residential structure; or
- b) Increases peak daily design flow or the number of plumbing fixture units to a nonresidential structure.

(5) A modification shall not be required if adequate information, as determined by the Administrative Authority, is provided to confirm that the existing system meets current requirements for the proposed project.

(E) General Abandonment Standards

(1) An existing OWTS, or portion thereof, shall be properly abandoned under permit and inspection by the Administrative Authority within 30 days of the occurrence of any of the following:

- a) The discovery of a hollow seepage pit that does not meet the criteria for seepage pits, as provided in this chapter;
- b) Connection of the served structure(s) to the public sewer; or
- c) Removal or demolition of the served structure(s), unless the owner demonstrates his/her intent to use the system to serve a replacement structure and demonstrates to the satisfaction of the Administrative Authority that the system can be maintained in a safe and secure manner until completion of the replacement structure.

(2) Prior to abandonment of any OWTS, or portion thereof, the property owner shall identify the replacement method of sewage treatment and dispersal, and specifically identify the structure(s) to be demolished.

(3) The abandonment of the OWTS shall not occur prior to obtaining the required permit from the Administrative Authority.

(4) During abandonment of an OWTS, the property owner shall provide evidence of the type of sewage dispersal field present on the property.

(5) Abandonment standards for septic tanks, treatment tanks, cesspools, and seepage pits shall include the following:

- a) Prior to abandonment, a Registered Pumper shall pump the septic tank, treatment tank, cesspool or hollow seepage pit to remove any standing wastewater;
- b) Whenever possible, the septic tank, treatment tank, piping and/or other appurtenances shall be removed and transported to an approved disposal facility or landfill;
- c) The top of the septic tank, treatment tank, cesspool, or hollow seepage pit shall be removed;

d) If a tank must be left in place, the bottom of the tank shall be cracked or perforated, or at least one wall of the tank shall be removed, prior to inspection;

e) The tank, cesspool or hollow seepage pit shall be filled with clean earth, sand, gravel, concrete or other material approved by the Administrative Authority. In the event the abandoned septic tank is filled with concrete or cement slurry, perforation of the bottom or removal of a wall shall not be required;

f) The Building Official shall be consulted regarding the abandonment of a septic tank, treatment tank or hollow seepage pit located within the setback distance of a structure.

(7) Abandonment standards for dispersal fields are as follows:

a) Seepage pits shall be excavated to a minimum depth of two (2) feet below grade and the inspection/vent pipe cut a minimum of 18 inches below grade. The perforated pipe and the excavation shall be backfilled with clean earth or other fill material approved by the Administrative Authority.

b) Gravel-filled leach lines may be abandoned in place without structural modification. Leach lines utilizing hollow chambers shall have the chambers removed and the trench backfilled with clean fill, or be evaluated by a Qualified Professional or geotechnical engineer, with the concurrence of the Administrative Authority, if the chambers are to be abandoned in place.

#### **Sec. 14.04.070 Servicing, Inspections, and Reporting**

##### **(A) Servicing and Pumping**

(1) Any individual who inspects OWTS shall be a Qualified Inspector as defined by this chapter. Inspections shall include a visual evaluation of the system to detect any deficiencies and a review of any documents in the files of the Qualified Inspector to identify previous inspections, servicing, or work performed on the system.

(2) Whenever an OWTS is serviced, the Qualified Inspector shall inspect the system in accordance with procedures adopted by the Administrative Authority. Such procedures shall include, but not be limited to:

a) A Registered Pumper shall pump the contents of all compartments of the septic tank and the septage shall be transported to an approved disposal facility;

b) The septic tank or treatment tank shall be inspected for signs of deterioration, corrosion, elevated liquid level or damage. The dispersal field shall be examined for failure;

c) Ascertain the existence of a hollow seepage pit or cesspool if the structure is served by a substandard septic tank (e.g. made of wood, steel or bottomless).

d) The OWTS inspection report shall be fully completed, legible, and submitted to the Administrative Authority and in conformity with subsection (B) of Section 14.04.070.

## (B) Reporting

(1) A report on a form, or in a manner approved by the Administrative Authority, shall be submitted by a Qualified Inspector to the Administrative Authority and the property owner no later than 30 days following inspection, servicing, or maintenance of an OWTS. If an inspection has determined that an OWTS has failed, as defined in this chapter, the written report shall be provided within 24 hours of servicing or maintenance.

(2) The report shall include:

- a) The name, address, and telephone number of the property owner as well as the street address of the property on which the OWTS is located;
- b) The name, address, and telephone number of the company that provided the service and conducted the inspection;
- c) A description of the system, including the type and size of the septic tank, treatment tank, other system components, as well as the type and location of the dispersal field;
- d) A description of the maintenance performed, including the date of the service, the volume of material pumped from the septic and or treatment tank(s), an assessment of the condition of the tank(s) and other system components and a description of any repairs, modifications or upgrades provided; and
- e) A description of any uncorrected deficiencies of the OWTS. Reported deficiencies shall include, but not be limited to, damaged, corroded deteriorated septic system components, failed dispersal field, backflow of effluent from the dispersal field back into the septic tank or treatment tank, lack of access risers or other upgrades required by this chapter, or other condition determined to be a significant deficiency or not in compliance with the provisions of this chapter.

## (C) Property Owner Notification

(1) Upon receiving an inspection report identifying an uncorrected deficiency or required maintenance, repair or upgrade of an OWTS, the Administrative Authority shall notify the property owner in writing of the corrections required to comply with the applicable standards in this chapter.

(2) All corrective actions necessary to comply with the standards of this chapter shall be completed within 30 days of the date that a notification has been sent, unless otherwise directed by the Administrative Authority.

## (D) Registered Pumper Requirements

(1) Septage haulers shall register with the Administrative Authority.

(2) Septage haulers shall have vehicles that meet the following minimum standards, which shall be verified at the Administrative Authorities request:

- a) The pumper vehicle, its holding tank(s), and all related appurtenances shall be watertight, functional, and maintained in good operating condition;

b) Each pumper vehicle shall be identified with the business name and phone number with letters and numbers of at least 3 inches in height;

c) Holding tanks shall be constructed of durable, corrosion resistant material, and shall meet the following criteria:

i) All hoses and related equipment shall be stored in covered containers or otherwise secured to the vehicle or holding tank; and

ii) Man-ways and cleanouts shall be covered with secured, tight fitting lids;

d) Appropriate safety equipment is to be provided and shall include, but not limited to, a fire extinguisher, heavy-duty rubber gloves, bleach, disinfectant and eye protection; and

e) The current registration decal shall be posted in the rear of the vehicle in a conspicuous location.

(3) The Administrative Authority may suspend or revoke a septage hauler's registration, issued pursuant to this chapter and California Health & Safety Code Section 117445, whenever it finds that the registrant or its employees performing the work has done any of the following:

a) Violated any provision of this chapter;

b) Misrepresented any material facts in the application or supporting documents for such a registration; or

c) Misrepresented facts in reports or failed to submit reports to the Administrative Authority as required by this chapter.

(4) No hauler whose registration has been suspended or revoked shall continue to perform the work for which the registration was granted until such time that the Administrative Authority reinstates the registration.

(5) Any hauler whose registration has been suspended or revoked may appeal the denial or suspension to the Environmental Health Services Director or the appointed representative in writing within 10 working days after notification of the imposition of suspension or revocation. Such an appeal must specify the grounds upon which it is taken. The Administrative Authority shall set the appeal hearing at the earliest practicable time and shall notify the appellant, in writing, of the established date and time at least 10 days prior to the hearing date.

#### **Sec. 14.04.080 Violations and Conflicting Provisions**

##### **(A) Violations**

(1) In the event of a violation of the provisions of this chapter, the property owner of the parcel where the violation exists shall be given notice of such violation and a reasonable time for its correction. In the event that all required corrections are not completed in the time noted on the notice of violation, the property owner shall be subject to administrative fines as provided in Chapter 1.12 of the Mono County Code.



(2) If the Administrative Authority performs an inspection after notice of violation has been given and the violation has not been corrected, the property owner shall be subject to a violation reinspection fee at a rate approved by the Board of Supervisors.

**(B) Conflicting Provisions**

(1) If any of the provisions of this chapter conflict with any of the provisions of other codes adopted by the County of Mono, the provisions of this code shall control unless expressly stated to the contrary.

(2) If any part of this chapter or its application is deemed invalid by a court of competent jurisdiction, the Board of Supervisors intend that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this chapter are severable.

**Sec. 14.04.090 Right of Entry**

(A) Whenever it is necessary to make an inspection to enforce any of the provisions or perform any duty imposed by this chapter or by the Mono County Code, incorporated herein by this reference, or any other applicable law, the Administrative Authority is hereby authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the Administrative Authority by this chapter or other applicable law, provided that if such property be occupied, the Administrative Authority shall first present proper credentials to the occupant and request entry, explaining the reasons therefore. If such entry is refused or cannot be obtained because the owner or other person having charge or control of the property cannot be found after due diligence, the Administrative Authority shall have recourse to every remedy provided by law to secure lawful entry and inspect the property.

(B) Notwithstanding subsection (a) of this section, if the Administrative Authority has reasonable cause to believe that the onsite sewage dispersal system or premises is so unsafe, offensive, or dangerous as to require immediate inspection to safeguard the public health or safety, the Administrative Authority shall have the right to immediately enter and inspect such property and use any reasonable means required to effect such entry and make such inspection, whether such property be occupied or unoccupied and whether or not permission to inspect has been obtained. If the property is occupied, the Administrative Authority shall first present proper credentials to the occupant and demand entry, explaining the reasons therefore and the purpose of the inspection.

**Sec. 14.04.100 Remedies**

(A) Any violation of the provisions of this chapter by any person is subject to administrative fines as provided in Chapter 1.12 of the Mono County Code. These remedies are not exclusive of any other remedies available under other federal, state, or local laws and it is within the discretion of the Administrative Authority to seek cumulative remedies.

(B) The County Health Officer or his designee may order the public water supply to any premises or property to be discontinued upon finding by the County Health Officer or his designee that the continuation of such supply may endanger the public health. These may include but are not limited to:

(1) When sewage is overflowing or being discharged on the ground surface, the Director of Environmental Health Services may order the occupant or occupants thereof who contribute to such overflow or discharge to abate the same forthwith.

(2) If such occupant or occupants fail to abate such overflow or discharge as ordered, the County Health Officer may order such occupant or occupants to vacate the premises within 24 hours.

#### **Sec. 14.04.110 Powers and Duties of the Administrative Authority**

(A) The Administrative Authority may adopt policies and procedures to implement and administer this chapter.

(B) Within the unincorporated area of Mono County, the Administrative Authority is authorized and directed to enforce the provisions of this chapter. It is authorized to consult with qualified experts in any matter concerning the construction, operation, maintenance, and repair of OWTS to the extent that it deems it necessary to assist in carrying out its duties under this chapter. The Administrative Authority may request and shall receive the assistance and cooperation of other officials of the County of Mono, so far as may be necessary to carry out its duties outlined in this chapter.

(C) The Administrative Authority may approve requests for variances from the provisions of this chapter if it is determined that complete compliance with the prescribed standards is not possible or practical and that the variance is not counter to the purposes and intent of this chapter or with the LAMP approved by the Regional Water Quality Control Board.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Tony Dublino

**SUBJECT** Non-Funded Challenge Cost Share Agreement Between Mono County, Town of Mammoth Lakes, Inyo National Forest and Humboldt-Toiyabe National Forest

**AGENDA DESCRIPTION:**

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

Consideration of a Non-Funded Challenge Cost Share Agreement (NFCCSA) between the County of Mono, Town of Mammoth Lakes, Inyo National Forest and Humboldt-Toiyabe National Forest, for the purposes of administering joint recreation efforts.

**RECOMMENDED ACTION:**

Authorize CAO to enter NFCCSA, in substantial conformance with the attached draft.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5415 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Draft Agreement</a>

History

Time

Who

Approval

5/10/2018 11:27 AM	County Administrative Office	Yes
5/10/2018 1:11 PM	County Counsel	Yes
5/10/2018 4:27 PM	Finance	Yes



# County of Mono

## County Administrative Office

**Leslie L. Chapman**  
County Administrative Officer

**Tony Dublino**  
Assistant County Administrative Officer

**Dave Butters**  
Human Resources Director

**Jay Sloane**  
Risk Manager

**Date:** May 15, 2018

**To:** Honorable Board of Supervisors

**From:** Tony Dublino, Assistant CAO

**Subject:** Non-Funded Challenge Cost Share Agreement (NFCCSA) between the County of Mono, Town of Mammoth Lakes, Inyo National Forest and Humboldt-Toiyabe National Forest

**Recommended Action:**

Authorize CAO to enter NFCCSA, in substantial conformance with the attached draft.

**Fiscal Impact:**

None. The agreement creates a framework through which the County may choose to direct financial resources in the future but does not obligate County funds.

**Discussion:**

In July 2017, the Board of Supervisors convened the Mono County Recreation Task Force, which issued a recommendation on how the County could improve the recreation experience in Mono County. Following deliberation, the Board directed staff to focus on the creation of a joint recreation position between the Town and the County. This discussion has yielded a draft job description, a draft agreement between the Town and the County that would govern the position, and a draft NFCCSA between the County, the Town, the Inyo National Forest and the Humboldt-Toiyabe National Forest.

The NFCCSA will establish a streamlined process through which the County can assist the respective Forests in recreation efforts, can identify priority recreation projects for the future, and can coordinate regional efforts between the Town and the forests. As a 'Non-Funded' agreement, there are no financial obligations and no monies will change hands. The agreement will provide a framework for a wide range of future activities to occur and will greatly reduce redundant agreements and the resources necessary to process them.

Following entrance into the NFCCSA, the Town and County will need to finalize the agreement to govern the creation of a shared recreation position, which will then conduct business within the framework set by this agreement. Those procedural steps will happen in due time, with additional approvals required from both the Town and the County.

Anticipated non-cash contributions from Mono County staff have been identified for the initial work contemplated in the agreement, which is to develop priorities for the future. This work has been identified as in-kind contributions.



If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

A handwritten signature in blue ink that reads "Tony Dublino". The signature is written in a cursive, flowing style.

Tony Dublino  
Assistant CAO



FS Agreement No. 18-11-0504-0XX

Cooperator Agreement No. \_\_\_\_\_

**NON FUNDED CHALLENGE COST SHARE AGREEMENT**  
**Between**  
**MONO COUNTY,**  
**AND THE**  
**TOWN OF MAMMOTH LAKES, CALIFORNIA,**  
**And The**  
**USDA, FOREST SERVICE**  
**PACIFIC SOUTHWEST REGION,**  
**INYO NATIONAL FOREST**  
**AND**  
**INTERMOUNTAIN REGION,**  
**HUMBOLDT-TOIYABE NATIONAL FOREST**

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Mono County , California and the Town of Mammoth Lakes, California, hereinafter referred to as “The Cooperators,” and the USDA, Forest Service, Pacific Southwest Region, Inyo National Forest and Intermountain Region, Humboldt-Toiyabe National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority: the Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154, and as amended.

Background: This Challenge Cost-share Agreement provides a framework for the parties to cooperatively develop, plan, implement, maintain, and monitor programs and projects that are mutually beneficial to the parties and that enhance U.S. Forest Service and Cooperators’ activities. Parties to the agreement desire to focus their combined energy and resources to cooperatively perform projects and activities to improve programs, public services, infrastructure and natural resources. Mono County desires to cooperate with the U.S. Forest Service based on approximately 94% of Mono County consisting of public lands and the Cooperators’ mutual interest in implementing a sustainable recreation program with the U.S. Forest Service. This Agreement is intended to reduce duplication of efforts and harness the expertise of employees of all parties as well as maximize cash and non-cash contributions leading to joint accomplishment of work.

This agreement is also under the authority of the Expanded Partnership Authority for Interpretive Services, Cooperative Funds and Deposits Act, 16 U.S.C. 565a-1, as amended (Authority expires September 30, 2019). The Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154, and as amended is main authority in which this Agreement falls.

Title: Eastern Sierra Recreation Partnership

**I. PURPOSE:**



The purpose of this agreement is to document the cooperation between the parties to collaborate in the maintenance, improvement, and operation of National Forest facilities and programs located on the Inyo National Forest and Humboldt-Toiyabe National Forest in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibits A, B, and C.

## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service under the laws of the United States and the regulations of the Secretary of Agriculture is responsible for managing the natural resources on National Forest System lands, including wildlife and fish resources and providing recreational opportunities, in a manner that is sustainable and will not impair the productivity of the land. The U.S. Forest Service desires to partner with the Cooperators to design, plan, implement, and report out projects to improve and maintain recreational opportunities as well as restore ecosystems to their natural resiliency and functions through on-the-ground stewardship activities.

The U.S. Forest Service and the Cooperators share a mutual interest in operating and maintaining National Forest facilities located on the Inyo National Forest and Humboldt-Toiyabe National Forest and within the Town of Mammoth Lakes municipal boundary and Mono County, California. This mutual interest is driven by the fact that outdoor recreation activities are the largest driver of visitors to the region, and these activities contribute significantly to the economic vitality of local communities. Providing high quality facilities and programs is a critical service in managing visitation and sustaining National Forest resources, while ensuring that the region remain a desirable destination. This Agreement is intended to maximize the parties' collective and collaborative efforts.

In Consideration of the above premises, the parties agree as follows:

## III. THE COOPERATORS SHALL:

- A. LEGAL AUTHORITY. The Cooperators shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The Cooperators may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.



- C. Work cooperatively with the U.S. Forest Service to plan, develop, and/or implement mutually beneficial projects and programs as described and agreed to in any approved Operating and Financial Plan(s).
- D. Provide accomplishment reporting as identified in Section V, Provision O.
- E. Coordinate with the U.S. Forest Service in the operation, maintenance, and upgrade to recreation facilities and programs located on the Inyo National Forest and Humboldt-Toiyabe National Forest and within the Town of Mammoth Lakes municipal boundary and unincorporated Mono County.
- F. Designate an employee to serve as a single point of contact on behalf of each of the Cooperators to serve as the liaison between the Cooperators and the U.S. Forest Service.
- G. The parties shall review and mutually agree on all activities to ensure the activities meet agency objectives.
- H. The Cooperators personnel are not authorized to undertake functions beyond those activities mutually agreed to, or engage in activities or convey to the public that they are U.S. Forest Service employees.
- I. Meet with the U.S. Forest Service regularly to stay abreast of project(s) progress using protocols to be mutually developed by all parties.
- J. Maintain an inventory of work for regular review by all parties that includes (but not limited to):
  - a. Projects/Programs by title
  - b. Project location/Program location emphasis
  - c. Project/Program funding
  - d. Project/Program leads
  - e. Project/Program status
  - f. Project/Program timelines

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of its scope of any projects that it undertakes pursuant to attached Operating and Financial Plans.
- B. Provide information to the Cooperators regarding the management goals, facility standards, and resource-based considerations for those activities mutually agreed on.
- C. Provide access U.S. Forest Service staff, data, and information to achieve mutually agreed on activities.



- D. Designate a U.S. Forest Service employee to serve as the single point of contact/liaison between the U.S. Forest Service and the Cooperators from each Forest to manage this Agreement, subsequent Agreements, as well as individual programs and projects.
- E. Provide U.S. Forest Service personnel during various phases of the projects from project submittal, pre-project review, project planning, contracting, and execution.
- F. U.S. Forest Service shall seek to maximize the length and term of funding opportunities over multiple fiscal years.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**B. Principal Partner Contacts:**

<b>Mono County Program Contact</b>	<b>Mono County Administrative Contact</b>
Leslie Chapman CAO P.O. Box 969 Bridgeport, CA 93517 760-932-5414 lchapman@mono.ca.gov	Name: Tony Dublino Asst CAO P.O. Box 969 Bridgeport, CA 93517 760-932-5415 tdublino@mono.ca.gov
<b>Town of Mammoth Lakes Program Contact</b>	<b>Town of Mammoth Lakes Administrative Contact</b>
Dan Holler Town Manager P.O. Box 1609 Mammoth Lakes, CA 93546 760-965-3601 dholler@townofmammothlakes.ca.gov	Joel Rathje Trails Coordinator P.O. Box 1609 Mammoth Lakes, CA 93546 530-251-6122 (cell) jrathje@townofmammothlakes.ca.gov

**C. Principal U.S. Forest Service Contacts:**

<b>Inyo National Forest Program Manager Contact</b>	<b>Inyo National Forest Administrative Contact</b>



<p>Margie DeRose Acting District Ranger Mammoth &amp; Mono Lake Ranger Districts P.O. Box 148 Mammoth Lakes, CA 93546 760-518-5051 mbderose@fs.fed.us</p>	<p>Aaron Stout Region 5, Grants &amp; Agreements Specialist 631 Coyote Street Nevada City, CA 95959 530-478-6825 asstout@fs.fed.us</p>
<p><b>Humboldt-Toiyabe National Forest Program Manager Contact</b></p>	<p><b>Humboldt-Toiyabe National Forest Administrative Contact</b></p>
<p>Leeann Murphy Acting District Ranger Bridgeport Ranger District HC 62 Box 1000 Bridgeport, CA 93517 760-932-5801 lbmurphy@fs.fed.us</p>	<p>Sara Russell Acting Supervisory Grants Management Specialist 1249 S. Vinnell Way, Suite 200 Boise, ID 83709 208-373-4272 sarahrussell@fs.fed.us</p>

D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued in the Consolidated Appropriations Act, 2016, P.L. No. 114-113, Division E, Title VII, General Provisions Section 745 and 746 respectively regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement The Cooperators acknowledge that they: 1) do not have a tax delinquency, meaning that they are not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that are not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) have not been convicted (or had an officer or agent acting on their behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If The Cooperators fail to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds The Cooperators have expended in violation of sections 433 and 434.

E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service, Region 5, Inyo National Forest and/or Region 4, Humboldt-Toiyabe National Forest to the Office of Communications Assistant Director, Visual Information, and Publishing Services





prior to use of the insignia. The U.S. Forest Service Region 5, Inyo National Forest and/or Region 4, Humboldt-Toiyabe National Forest will notify the The Cooperators when permission is granted.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.

The Cooperators agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as The Cooperators hereby willingly agrees to assume these responsibilities.

Further, The Cooperators shall provide any necessary training to The Cooperators' employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperators shall also supervise and direct the work of their employees, volunteers, and participants performing under this agreement.

G. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The Cooperators are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To The Cooperators , at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or The Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

I. ENDORSEMENT. Any of The Cooperators's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The Cooperators 's products or activities.

J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

K. ELIGIBLE WORKERS. The Cooperators shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperators shall



comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

- L. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Cooperators shall maintain current information in the System for Award Management (SAM). This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- M. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- N. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all reports required by the terms of the agreement must be submitted to the U.S. Forest Service by The Cooperators.

O. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.



- Additional pertinent information.

The Cooperators shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period.

- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperators shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperators shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- S. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperators is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

The Cooperators may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperators is/are requested to provide copies



of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

- T. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- U. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- V. GOVERNMENT-FURNISHED PROPERTY. The Cooperators may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Cooperators shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

The Cooperators *Liability for Government Property.*

1. Unless otherwise provided for in the agreement, The Cooperators shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
  - a. The risk is covered by insurance or The Cooperators is otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of The Cooperators's managerial personnel. The Cooperators's managerial personnel, in this provision, means The Cooperators's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of The Cooperators's business; all or substantially all of The Cooperators's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The Cooperators shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperators shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.



3. The Cooperators shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, The Cooperators shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

W. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations and forest plans.

X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"*

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

- Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If The Cooperators materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.
- Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:



1. When the U.S. Forest Service and The Cooperators agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by The Cooperators to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.

AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

BB. DEBARMENT AND SUSPENSION. The Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should The Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

CC. COPYRIGHTING. The Cooperators is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

1. The copyright in any work developed by The Cooperators under this agreement.
2. Any right of copyright to which The Cooperators purchase(s) ownership with any Federal contributions.

DD. PUBLICATION SALE. The Cooperators may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which





is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

**EE. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.**

Any of the cooperator’s employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator’s employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

**FF. MODIFICATIONS.** Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change.

**GG. COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through June 30, 2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

**VI. APPROVAL.**

**AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

\_\_\_\_\_  
, Date

\_\_\_\_\_



Date

U.S. Forest Service,

The authority and format of this agreement have been reviewed and approved for signature.

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

# **EXHIBIT A OPERATING PLAN**

## **PROJECT 1 – Eastern Sierra Recreation Partnership Priority Development**

### **I. GENERAL PROJECT DESCRIPTION:**

This Operating Plan encompasses efforts between Mono County, California and the Town of Mammoth Lakes, California, hereinafter referred to as “the Cooperators,” and the USDA, Forest Service, Pacific Southwest Region, Inyo National Forest and Intermountain Region, Humboldt-Toiyabe National Forest, hereinafter referred to as the “U.S. Forest Service,” to identify priority recreation-related programs and projects in partnership to provide healthy forests and sustainable recreation and infrastructure. The U.S. Forest Service and Cooperators, or “Partners” will work together in development of these priorities to reduce redundancies, work toward mutual goals, maximize resources, and to improve transparency between and with stakeholders. An initial list of priorities shall be established by the Partners and updated/modified as work is accomplished throughout the life of this agreement.

The U.S. Forest Service under the laws of the United States and the regulations of the Secretary of Agriculture is responsible for managing the natural resources on National Forest System lands, including wildlife and fish resources and providing recreational opportunities, in a manner that is sustainable and will not impair the productivity of the land. The U.S. Forest Service desires to partner with the Cooperators to design, plan, implement, and report out projects to improve and maintain recreational opportunities as well as restore ecosystems to their natural resiliency and functions through on-the-ground stewardship activities.

The U.S. Forest Service and the Cooperators share a mutual interest in operating and maintaining National Forest facilities located on the Inyo National Forest and Humboldt-Toiyabe National Forest and within the Town of Mammoth Lakes municipal boundary and Mono County, California. This mutual interest is driven by the fact that outdoor recreation activities are the largest driver of visitors to the region, and these activities contribute significantly to the economic vitality of local communities. Providing high quality facilities and programs is a critical service in managing visitation and sustaining National Forest resources, while ensuring that the region remain a desirable destination. This Agreement and Operating Plan are intended to maximize the Partners’ collective and collaborative efforts.

Initial focus areas used to develop priority work for the Partners to consider include, but are not limited to:

- Permitting facilitation and clean-up (i.e. use permits, film permits, other agreements);
- Maintenance and staffing of visitor centers;
- Existing “hard infrastructure” including bathrooms, pavement maintenance, water, sewer, other buildings;
- Existing “soft infrastructure” including trail maintenance, signage, campground service;
- New soft and hard infrastructure as described above;
- New trails and facility planning and construction;

- County/Town recreational infrastructure maintenance, rehabilitation and new projects identification and work program development; and
- Project planning including environmental review.

Specific projects on National Forest System Lands shall be incorporated to this agreement following modification procedures as identified in Section V. FF. of this agreement, or established through separate Operating Plans or instrument(s), where appropriate. Separate agreements, Operating Plans, or other instruments must be approved and signed by all Partners and cannot be included without the consent of all Partners.

## II. RESPONSIBILITIES:

### A. The Cooperators Shall:

1. Provide a Cooperator main point of contact to support the tasks outlined in this Operating Plan;
2. Within existing Cooperator budgets, and at the individual Cooperators' sole discretion, dedicate staff time and resources to complete the work outlined in this Operating Plan;
3. Identify Cooperator recreation-related priorities including how the programs or projects will meet the intent of the Partnership goals;
4. Work cooperatively with the U.S. Forest Service in establishing the priority programs and projects and participate in and share responsibilities with the Partners to schedule and facilitate regular meetings and communication to complete the work outlined in this Operating Plan;
5. Provide GIS support, maps, surveys, budget information, cost information, and other data to the Cooperator, as needed for development of priorities and to the extent this information is available; and
6. Regularly evaluate the progress of work outlined in this Operating Plan to ensure goals are being met.

### B. The U.S. Forest Service Shall:

1. Provide a U.S. Forest Service main point of contact from each Forest to support the tasks outlined in this Operating Plan;
2. Within existing Forest Service budgets, and at the individual Forest's sole discretion, dedicate staff time and resources to complete the work outlined in this Operating Plan;
3. Identify U.S. Forest Service recreation-related priorities including how the programs or projects will meet the intent of the Partnership goals;
4. Work cooperatively with the Cooperators in establishing the priority programs and projects and participate in and share responsibilities with the Partners to schedule and facilitate regular meetings and communication to complete the work outlined in this Operating Plan;
5. Provide GIS support, maps, surveys, budget information, cost information, and other data to the Cooperator, as needed for development of priorities and to the extent that this information is available;
6. Provide staff support from public services, resource specialists, and technicians if needed to develop priorities; and

7. Regularly evaluate the progress of work outlined in this Operating Plan to ensure goals are being met.

III. TERM OF OPERATING PLAN: The project work will be completed during the period starting date of final signature this Agreement and ending **June 30, 2023**.

IV. FINANCIAL PLAN: Attached is the Financial Plan for this operating plan starts the date of final signature this Agreement and ending **June 30, 2023**.

V. ADDITIONAL AUTHORITIES: The Expanded Partnership Authority for Interpretive Services, Cooperative Funds and Deposits Act, 16 U.S.C. 565a-1, as amended (Authority expires September 30, 2019).

VI. ATTACHMENTS:

1. Exhibit B, FS-1500b, Financial Plan
2. Exhibit C, FS-1500-23, Optional Performance Reporting Template

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LESLIE CHAPMAN  
CAO  
Mono County

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Date

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DAN HOLLER  
Town Manager  
Town of Mammoth Lakes

---

Date

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TAMERA K. RANDALL-PARKER  
Forest Supervisor  
Region 5, Inyo National Forest

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Date

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WILLIAM A. DUNKELBERGER  
Forest Supervisor  
Region 4, Humboldt-Toiyabe National Forest

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Date

Attachment: E  
 USFS Agreement No.: 18-CS-11050400-OXX Mod. No.:    
 Cooperator Agreement No.:  

**Note: This Financial Plan may be used when:**  
 (1) No program income is expected and  
 (2) The Cooperator is not giving cash to the FS and  
 (3) There is no other Federal funding

**Agreements Financial Plan (Short Form)**

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE INYO CONTRIBUTIONS		FOREST SERVICE H-T CONTRIBUTIONS		MONO COUNTY CONTRIBUTIONS		TOML CONTRIBUTIONS		(i) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) Cash to Cooperator	(e) Noncash	(f) In-Kind	(g) Noncash	(h) In-Kind	
<b>COST ELEMENTS</b>									
<b>Direct Costs</b>									
Salaries/Labor	\$13,225.00	\$0.00	\$13,225.00	\$0.00	\$9,681.12	\$0.00	\$68,400.40	\$0.00	\$104,531.52
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$734.40	\$0.00	\$0.00	\$0.00	\$734.40
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$13,225.00	\$0.00	\$13,225.00	\$0.00	\$10,415.52	\$0.00	\$68,400.40	\$0.00	\$105,265.92
Coop Indirect Costs							\$10,260.00		\$0.00
FS Overhead Costs									\$0.00
<b>Total</b>	\$13,225.00	\$0.00	\$13,225.00	\$0.00	\$10,415.52	\$0.00	\$78,660.40	\$0.00	\$115,525.98
<b>Total Project Value:</b>									\$115,525.98

Matching Costs Determination			
Total Inyo Forest Service Share =	(j)	Total H-T Forest Service Share =	(k)
(a+b) = (i) = (j)	11.45%	(c+d) + (i) = (k)	11.45%
Total Mono Co Cooperator Share =	(l)	Total TOML Cooperator Share =	(m)
(e+f) + (i) = (l)	9.02%	(g+h) + (i) = (m)	68.09%
		Total (j+k+l+m) = (n)	(n)
			100.00%

**2. Cost Analysis:**

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(d), should provide a cost analysis of the corresponding matrix columns, (a)-(d), above, e.g. matrix column (a) *FS Non-Cash Contribution* should be analyzed under block (a), below, and matrix column (b) *FS In-Kind Contribution* should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate, or months x FOR rate (that is, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials—list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

**Column (a)** The Inyo NF will contribute to the work outlined in the Project 1 Operating Plan utilizing staff to participate and coordinate completion of project goals.  
 Forest Service  
 Inyo  
 Noncash  
 Contribution

**Column (b)** No Cash to Cooperators is included in Project 1 of this Agreement  
 Forest Service  
 Inyo Cash to  
 Cooperator

**Column (c)** The Humboldt-Toiyabe NF will contribute to the work outlined in the Project 1 Operating Plan utilizing staff to participate and coordinate completion of project goals.  
 Forest Service  
 H-T  
 Noncash  
 Contribution

**Column (d)** No Cash to Cooperators is included in Project 1 of this Agreement  
 Forest Service  
 H-T Cash to  
 Cooperator

**Column (e)**  
 Mono Co  
 Noncash  
 Contribution

**Column (f)**  
 Mono Co  
 Third Party  
 In-Kind  
 Contribution

**Column (g)**  
 TOML  
 Noncash  
 Contribution

**Column (h)**  
 TOML Third  
 Party  
 In-Kind  
 Contribution



**WORKSHEET FOR**

**FS Inyo Non-Cash Contribution Cost Analysis, Column (a)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

<b>Salaries/Labor</b>				
<b>Standard Calculation</b>				
Job Description	Cost/Day	# of Days		Total
Authorized Officer	\$450.00	8.00		\$3,600.00
Program Manager	\$400.00	15.00		\$6,000.00
Recreation Specialist	\$350.00	5.00		\$1,750.00
Resource Specialist	\$350.00	3.00		\$1,050.00
Resource Technician	\$275.00	3.00		\$825.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Salaries/Labor</b>				<b>\$13,225.00</b>

<b>Travel</b>				
<b>Standard Calculation</b>				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Travel</b>				<b>\$0.00</b>

<b>Equipment</b>				
<b>Standard Calculation</b>				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Equipment</b>				<b>\$0.00</b>

<b>Supplies/Materials</b>				
<b>Standard Calculation</b>				
Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Supplies/Materials</b>				<b>\$0.00</b>

<b>Printing</b>				
<b>Standard Calculation</b>				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Printing</b>				<b>\$0.00</b>

<b>Other Expenses</b>				
<b>Standard Calculation</b>				
Item	# of Units	Cost/Unit		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Other</b>				<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$13,225.00</b>
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<b>Forest Service Overhead Costs</b>			
Current Overhead Rate	Subtotal Direct Costs		Total
	\$13,225.00		\$0.00
<b>Total FS Overhead Costs</b>			<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$13,225.00</b>
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**WORKSHEET FOR**

**FS Inyo Cash to the Cooperator Cost Analysis, Column (b)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Salaries/Labor</b>				<b>\$0.00</b>

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Travel</b>				<b>\$0.00</b>

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Equipment</b>				<b>\$0.00</b>

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Supplies/Materials</b>				<b>\$0.00</b>

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				
<b>Total Printing</b>				<b>\$0.00</b>

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Other</b>				<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$0.00</b>
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Cooperator Indirect Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
	\$0.00		\$0.00
<b>Total Coop. Indirect Costs</b>			<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$0.00</b>
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**WORKSHEET FOR**

**FS H-T Non-Cash Contribution Cost Analysis, Column (c)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

<b>Salaries/Labor</b>				
<b>Standard Calculation</b>				
Job Description	Cost/Day	# of Days		Total
Authorized Officer	\$450.00	8.00		\$3,600.00
Program Manager	\$400.00	15.00		\$6,000.00
Recreation Specialist	\$350.00	5.00		\$1,750.00
Resource Specialist	\$350.00	3.00		\$1,050.00
Resource Technician	\$275.00	3.00		\$825.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Salaries/Labor</b>				<b>\$13,225.00</b>

<b>Travel</b>				
<b>Standard Calculation</b>				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Travel</b>				<b>\$0.00</b>

<b>Equipment</b>				
<b>Standard Calculation</b>				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Equipment</b>				<b>\$0.00</b>

<b>Supplies/Materials</b>				
<b>Standard Calculation</b>				
Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Supplies/Materials</b>				<b>\$0.00</b>

<b>Printing</b>				
<b>Standard Calculation</b>				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Printing</b>				<b>\$0.00</b>

<b>Other Expenses</b>				
<b>Standard Calculation</b>				
Item	# of Units	Cost/Unit		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Other</b>				<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$13,225.00</b>
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<b>Forest Service Overhead Costs</b>			
Current Overhead Rate	Subtotal Direct Costs		Total
	\$13,225.00		\$0.00
<b>Total FS Overhead Costs</b>			<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$13,225.00</b>
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**WORKSHEET FOR**

**FS H-T Cash to the Cooperator Cost Analysis, Column (d)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Salaries/Labor</b>				<b>\$0.00</b>

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Travel</b>				<b>\$0.00</b>

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Equipment</b>				<b>\$0.00</b>

Supplies/Materials			
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			
<b>Total Supplies/Materials</b>			<b>\$0.00</b>

Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00
Non-Standard Calculation			
<b>Total Printing</b>			<b>\$0.00</b>

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			
<b>Total Other</b>			<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$0.00</b>
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Cooperator Indirect Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
	\$0.00		\$0.00
<b>Total Coop. Indirect Costs</b>			<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$0.00</b>
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**WORKSHEET FOR**

**Mono Co. Non-Cash Contribution Cost Analysis, Column (e)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Assistant CAO	\$663.52	7.00		\$4,644.64
CAO	\$949.28	1.00		\$949.28
Principal Planner	\$451.04	3.00		\$1,353.12
Com Dev Analyst	\$301.44	3.00		\$904.32
County Counsel	\$914.88	2.00		\$1,829.76
Non-Standard Calculation				
Total Salaries/Labor				<b>\$9,681.12</b>

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Bridgeport to Mammoth	1	\$61.20	12.00	\$734.40
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Travel				<b>\$734.40</b>

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Equipment				<b>\$0.00</b>

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Supplies/Materials				<b>\$0.00</b>

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				
Total Printing				<b>\$0.00</b>

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Other				<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$10,415.52</b>
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$10,415.52			\$0.00
Total Coop. Indirect Costs				<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$10,415.52</b>
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**WORKSHEET FOR**

**Mono Co. In-Kind Contribution Cost Analysis, Column (f)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Salaries/Labor</b>				<b>\$0.00</b>

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Travel</b>				<b>\$0.00</b>

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Equipment</b>				<b>\$0.00</b>

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Supplies/Materials</b>				<b>\$0.00</b>

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
<b>Total Printing</b>				<b>\$0.00</b>

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Other</b>				<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$0.00</b>
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<b>TOTAL COST</b>	<b>\$0.00</b>
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**WORKSHEET FOR**

**TOML Non-Cash Contribution Cost Analysis, Column (g)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Town Manager	\$1,029.12	15.00		\$15,436.80
Pub. Works Director	\$871.12	15.00		\$13,066.80
Comm. Dev. Director	\$733.60	10.00		\$7,336.00
Assist. To Town Manager	\$579.60	10.00		\$5,796.00
Engr. Manager	\$595.84	15.00		\$8,937.60
Associate Planner	\$482.32	10.00		\$4,823.20
Trails Coordinator	\$520.16	25.00		\$13,004.00
Non-Standard Calculation				
<b>Total Salaries/Labor</b>				<b>\$68,400.40</b>

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Travel</b>				<b>\$0.00</b>

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Equipment</b>				<b>\$0.00</b>

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Supplies/Materials</b>				<b>\$0.00</b>

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				
<b>Total Printing</b>				<b>\$0.00</b>

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Other</b>				<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$68,400.40</b>
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
15.00%	\$68,400.40			\$10,260.06
<b>Total Coop. Indirect Costs</b>				<b>\$10,260.06</b>

<b>TOTAL COST</b>	<b>\$78,660.46</b>
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**WORKSHEET FOR**

**TOML In-Kind Contribution Cost Analysis, Column (h)**

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Salaries/Labor</b>				<b>\$0.00</b>

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Travel</b>				<b>\$0.00</b>

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Equipment</b>				<b>\$0.00</b>

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Supplies/Materials</b>				<b>\$0.00</b>

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
<b>Total Printing</b>				<b>\$0.00</b>

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
<b>Total Other</b>				<b>\$0.00</b>

<b>Subtotal Direct Costs</b>	<b>\$0.00</b>
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<b>TOTAL COST</b>	<b>\$0.00</b>
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### Optional Project Performance Report\*

**1. Recipient/Cooperator Name:** \_\_\_\_\_

**2. Agreement Number:** 18-CS-11050400-0XX      **3. Project Title:** Eastern Sierra Recreation Partnership Priority Development

**4. Reporting Period End Date:** \_\_\_\_\_      **5. Report Type:**  Interim       Final

For each program/project in the agreement narrative, please provide brief information on the following:

6. Status Summary:

7. What has been accomplished to date? Please provide a comparison of actual accomplishments to the objectives established in the agreement narrative (quantify where possible):

8. Any problems encountered? Explain delays or changed costs or conditions that significantly impair the ability to meet agreement objectives and timelines. If necessary, please work with the F.S. program manager for an extension of the agreement period.

9. Any changes that you plan to propose? Please work with F.S. program manager to determine if a modification is needed (e.g., a change is needed to the objectives or financial plan).

10. Briefly describe work to be performed during the next reporting period.

11. Any other comments considered of importance but not discussed above?

12. Signatures of Authorized Representative: by signature below, the signing parties certify that they are the official representatives of their respective parties and authorized to act in their respective areas for matters related to the above-referenced grant/agreement.

<b>Submitted: Cooperator Program Mgr</b>	<b>Signature:</b> _____	<b>Date:</b> _____
	<b>Name/Title:</b> _____	<b>Phone:</b> _____

\*Note to Cooperator Project Lead: This optional form helps respond to the performance reporting required by the agreement.

<b>Reviewed: FS Program Mgr</b>	<b>Signature:</b> _____	<b>Date:</b> _____
	<b>Name/Title:</b> _____	<b>Phone:</b> _____

\*Note to F. S. Program Manager: Please document this and any other monitoring activity in NRM or send to G&A Personnel.

*Burden Statement*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

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*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.*



## INSTRUCTIONS FOR FORM FS-1500-23

1. Enter the recipient's or cooperator's name.
2. Enter the original U.S. Forest Service agreement number.
3. Enter the project's title.
4. Enter the type of report.
- 6-8. Provide information related to each program/project in the agreement narrative.
11. Self explanatory.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 15, 2018

**Departments: County Counsel**

**TIME REQUIRED** 15 Minutes

**PERSONS APPEARING BEFORE THE BOARD** Anne Larsen

**SUBJECT** Appeal of Timeliness Determination -  
- Probation Officers Decertification  
Petition

**AGENDA DESCRIPTION:**

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

Appeal filed by Mono County Probation Officers (MCPO) of determination made by Mono County Employee Relations Officer (Human Resources Director Dave Butters) that MCPO's petition requesting decertification of Local 39 as the exclusive representative of the MCPO was untimely filed under Mono County Personnel Rule 670 subdivision (H). The appeal is brought pursuant to Rule 670, subdivision (L).

**RECOMMENDED ACTION:**

Receive testimony, evidence, and staff report regarding appeal. Take such action with respect to the appeal, if any, as the Board deems appropriate. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Anne Larsen

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Personnel Rules 670 H &amp; 670 L</a>

History

Time

Who

Approval



5/10/2018 10:38 AM	County Administrative Office	Yes
5/10/2018 2:00 PM	County Counsel	Yes
5/10/2018 11:30 AM	Finance	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputies**  
Anne M. Larsen  
Jason Canger

**OFFICE OF THE  
COUNTY COUNSEL**

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

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Senior

To: Board of Supervisors

From: Anne Larsen

Date: May 15, 2018

Re: Appeal of Determination that Petition to Decertify Union is  
Untimely

**Recommended Action:**

Receive testimony, evidence, and staff report regarding appeal. Take such action with respect to the appeal, if any, as the Board deems appropriate. Provide any desired direction to staff.

**Fiscal Impact**

None.

**Discussion**

On April 3, 2018, a representative of the Deputy Probation Officers Unit (DPOU) delivered to Human Resources Director Dave Butters a petition for the DPOU to sever ties with its current union Local 39 and join in a new union representative relationship with Mastagni Holstedt.

On April 10, 2018, Mr. Butters informed the representative that the April 3, 2018, petition to sever ties was untimely under the time limits set forth in Personnel Rule 670 (H), which require that petitions be presented during the latter of, (1) the month of March of any year following the first full year of recognition, or (2) the 30 day period commencing 120 days prior to the termination date of a Memorandum of Understanding that has been in effect for less than three years. (The Memorandum of Understanding between Mono County and the Mono County Deputy Probation Officer Unit was effective as of January 1, 2013, and expires June 30, 2019.) Mr. Butters further noted to her that the DPOU would have another opportunity next year to revisit the process.

On April 17, 2018, the DPOU served Mr. Butters with a written appeal of Mr. Butters's April 10, 2018, determination that the April 3, 2018, petition was untimely. That appeal was also filed with the Clerk on April 25, 2018, after Mr. Butters advised the DPOU representative that Personnel Rule 670 (L) required that it also be filed with the Clerk.

On May 3, 2018, County Counsel notified the DPOU representative that the appeal of the April 10, 2018, determination of untimeliness made by Mr. Butters would be considered by the Mono County Board of Supervisors during its regular meeting in Mammoth Lakes on May 15, 2018.

Accordingly, an appeal hearing has been set before your Board, so your Board can consider whether to affirm or reverse the April 10, 2018, determination that the DPOU's April 3, 2018, petition to sever ties was untimely under the deadlines set forth in Personnel Rule 670(H).

If you have any questions on this matter prior to your meeting, please call me at 924-1707.

those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the County in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the County and by each employee organization appearing on the ballot.

- H. Procedure for Decertification of Exclusively Recognized Employee Organization. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:
1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
  2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
  3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
  4. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation

and information required under paragraph of this Section H, and otherwise conforms to the requirements of Section C.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section L. If the determination of the Employee Relations Officer is in the affirmative, or if a negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section G.

During the "open period" specified in the first paragraph of this Section, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Section, which the Employee Relations Officer shall act on in accordance with this Section.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

I. Policy and Standards for Determination of Appropriate Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the County and its compatibility with the primary responsibility of the County and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the County and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the County.
4. Effect of differing legally mandated impasse resolution procedures.

- L. Appeals. An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition under Section C, Challenging Petition under Section E, Decertification Petition under Section H, Unit Modification Petition under Section J, or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition under Section H has not been filed in compliance with this policy may, within ten (10) calendar days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the Board of Supervisors for final decision within fifteen (15) calendar days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

An appeal to the Board of Supervisors shall be filed with the Clerk of the Board, and a copy thereof served on the Human Resources Director and the Employee Relations Officer. The Board of Supervisors shall commence to consider the matter within thirty (30) calendar days of the filing of the appeal. The Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board of Supervisors on the use of such procedure, and/or any decision of the Board determining the substance of the dispute, shall be final and binding.

- M. Submission of Current Information by Recognized Employee Organizations. All changes in the information filed with the County by an Exclusively Recognized Employee Organization set forth in its Recognition Petition under Section C of this Section shall be submitted in writing to the Employee Relations Officer within fourteen (14) calendar days of such change.
- N. Employee Organization Activities -- Use of County Resources. Access to County work locations and the use of County paid time, facilities, equipment and other resources by employee organizations and those representing them shall be: (1) authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures; (2) limited to lawful activities consistent with the provisions of this Section that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections; and, (3) shall not interfere with the efficiency, safety and security of County operations.
- O. Administrative Rules and Procedures. The County Administrative Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this policy after consultation with affected employee organizations.
- P. Initiation of Impasse Procedures. If the meet and confer process has reached impasse as defined in Section B.8 of this policy, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:



