



## 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 at far right.

#### Regular Meeting

MEETING LOCATION  
County Courthouse,  
Bridgeport, CA 93517

October 2, 2012

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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 the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at [www.monocounty.ca.gov](http://www.monocounty.ca.gov). If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board : [lroberts@mono.ca.gov](mailto:lroberts@mono.ca.gov).

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

**9:00 AM**            **Call meeting to Order**

**Pledge of Allegiance**

**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.)

Approximately  
thru 10:30 a.m.

## CLOSED SESSION

### BOARD OF SUPERVISORS

- 1a) **Closed Session - Performance Evaluation** - PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.
- 1b) **Closed Session--Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.
- 1c) **Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to subdivision (c) of Government Code section 54956.9. Number of potential cases: one.

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

### 2) APPROVAL OF MINUTES

- A. Approve minutes of the Regular Meeting held on September 4, 2012.
- B. Approve minutes of the Regular Meeting held on September 11, 2012.
- C. Approve minutes of the Regular Meeting held on September 18, 2012.

### 3) BOARD MEMBER REPORTS

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

Approximately  
10 Minutes

### COUNTY ADMINISTRATIVE OFFICE

- 4) CAO Report regarding Board Assignments (Jim Arkens)  
RECOMMENDED ACTION: Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

10:30 a.m.  
Approximately  
15 minutes

### DEPARTMENT REPORTS/EMERGING ISSUES (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Approximately 5  
minutes for  
Consent Items

## 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.)*

### COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 5a) **Appoint New CAC Member** - Consider appointment of one new member to the June Lake Citizens Advisory Committee, as recommended by Supervisor Bauer.

**Recommended Action:** Appoint Jarrod Lear to the June Lake Citizens Advisory Committee.

**Fiscal Impact:** No fiscal impacts.

**PUBLIC WORKS - SOLID WASTE DIVISION**

- 6a) **Solid Waste Task Force Bylaws and Membership** - Approve Mono County Solid Waste Task Force bylaws and membership, as recommended by the Solid Waste Task Force.

**Recommended Action:** Consider bylaws of the Solid Waste Task Force, and approve as recommended. Approve/appoint members of the Solid Waste Task Force, as recommended.

**Fiscal Impact:** None.

**REGULAR AGENDA**

**CORRESPONDENCE RECEIVED  
(INFORMATIONAL)**

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

**CLERK OF THE BOARD**

- 7a) **Inyo National Forest Environmental Assessment Information** - Letter and attachments dated September 12, 2012 from Ed Armenta, Forest Supervisor, regarding an environmental assessment (EA) for a proposal to implement a Forest Order closing endangered Sierra Nevada bighorn sheep habitat to domestic goat use. Comments due October 14, 2012.
- 7b) **ICEMA Response to Fitch Report** - Response letter from ICEMA dated September 17, 2012, in reference to the Fitch report compiled regarding Mono County EMS.
- 7c) **Western Counties Alliance** - Email correspondence from Ken Brown of Western Counties Alliance, dated September 12, 2012 thanking the Board of Supervisors for their time at the September 11th Board meeting he attended.

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**BOARD OF SUPERVISORS**

- 8a) **SCE Rush Creek - Lee Vining Fiber Installation Project** (Dan Brady, SCE and Kevin Bigham, Project Mgr.) - SCE is proposing to install a new fiber optic telecommunications line between Rush Creek Powerhouse and Lee Vining Substation (see staff report for additional information). This item is being sponsored by Chairwoman Bauer.

20 minutes

**Recommended Action:** Authorize the Board Chair's signature on a letter of support or letter of neutrality for the Southern California Edison Rush Creek-Lee Vining Fiber Installation Project. This letter will be submitted along with the SCE deviation request to the California Public Utilities Commission.

**Fiscal Impact:** None.

**COUNTY ADMINISTRATIVE OFFICE**

**Additional Departments:** Finance

- 9a) **Employment Contract for Aimee Brewster** (Jim Arkens) - Proposed resolution approving an employment contract with Aimee Brewster and prescribing the compensation, appointment, and conditions of said employment.

5 minutes

**Recommended Action:** Adopt proposed resolution #R-\_\_\_\_\_, approving an employment contract with Aimee Brewster and prescribing the compensation,

appointment, and conditions of said employment. Provide any desired direction to staff.

**Fiscal Impact:** Cost for the remainder of FY 12-13 is approximately \$131,587, of which \$85,350 is salary; \$14,040 is the employer portion of PERS, and \$32,197 is the cost of benefits and is included in the approved budget. Cost for FY 13-14 is approximately \$157,905, of which \$102,420 is salary; \$18,729 is the employer portion of PERS, and \$36,756 is the cost of benefits.

**BOARD OF SUPERVISORS**

**Additional Departments:** County Counsel

**10a)**  
10 minutes

**Letter to USFS Regarding June Mountain Closure** (Vikki Bauer) - Proposed letter from the Board of Supervisors to Edward Armenta (Forest Supervisor, Inyo National Forest) regarding the June Mountain closure and special use permit compliance. This item was requested by Supervisor Bauer.

**Recommended Action:** Approve and authorize the Board Chair to sign said letter on behalf of the Board.

**Fiscal Impact:** None.

**ECONOMIC DEVELOPMENT**

**11a)**  
30 minutes

**June Lake Revitalization Committee Update** (Ralph Lockhart, Jimmy Little, Alicia Vennos) - Presentation by June Lake Revitalization Committee and Mono County Tourism Commission regarding the plan and budget for proposed winter marketing and product development initiatives for June Lake.

**Recommended Action:** Board to provide feedback on the proposed plan and budget, and/or to make recommendations for the reallocation or use of uncommitted funds. Provide any desired direction to staff.

**Fiscal Impact:**  
Funding of \$100,000 for winter marketing and product development for June Lake was previously approved by the Board. Any fiscal impact is dependent on action taken during this agenda item.

\*\*\*\*\*

**LUNCH**

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**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.)

**BOARD OF SUPERVISORS**

**Additional Departments:** County Counsel, Community Development

**12a)**  
10 minutes

**Resolution Opting into USFS/BLM MOA** (Marshall Rudolph) - Proposed Resolution R12-\_\_\_\_, opting into a memorandum of agreement (MOA) among the United States Forest Service (Region 5), Bureau of Land Management, California State Association of Counties (CSAC), and the Regional Council of Rural Counties (RCRC). This item was requested by the Board.

**Recommended Action:** Adopt proposed resolution R12-\_\_\_\_\_, opting into a memorandum of agreement (MOA) among the United States Forest Service (Region 5), Bureau of Land Management, California State Association of Counties (CSAC), and the

Regional Council of Rural Counties (RCRC). Provide any desired direction to staff.

**Fiscal Impact:** None.

#### **PUBLIC WORKS - SOLID WASTE DIVISION**

**13a)**

20 minutes

**Solid Waste Gate Fee Waivers** (Tony Dublino) - Recieve presentation and discuss current practices relating to tipping fee waivers at the county landfill. Consider recommended policies to ensure efficient practices moving forward. Consider proposed resolution #R12-\_\_\_\_, establishing policies and procedures for the waiving of tipping fees for certain events and activities within Mono County.

**Recommended Action:** Adopt proposed resolution #R12-\_\_\_\_, establishing policies and procedures for the waiving of tipping fees for certain events and activities within Mono County. Provide any desired direction to staff.

**Fiscal Impact:** Depending on Board direction, approximately \$15,000/year in waived tipping fees.

#### **PUBLIC WORKS - ENGINEERING DIVISION**

**14a)**

15 minutes

**Tract Map 37-59A&B, Rock Creek Canyon Final Map** (Garrett Higerd) - Tentative Tract Map No. 37-59A&B was conditionally approved by the Mono County Board of Supervisors at a public hearing held on December 21, 2010. The Final Map will divide APN 026-330-003, totaling 29 acres, into fourteen lots: twelve market-rate single family residential lots, and two parcels devoted to complementary uses including a trailhead parking lot and a 5.59 acre open space parcel.

**Recommended Action:** 1. Approve the Final Map for Tract No. 37-59A&B, Rock Creek Canyon – Phases 1 & 2, finding that all conditions of approval have been met, and authorize the Board Clerk's signature on said map certifying approval of such; 2. Reject on behalf of the public the offer of dedication for Lot A, as shown on said map. 3. Reject on behalf of the public the offer of dedication for the Public Access Trail Easement, as shown on said map. 4. Reject on behalf of the public the offer of dedication for the Conservation Easement for rock wall and historic ditch, as shown on said map. 5. Direct the Public Works Director to file for recordation a notarized copy of a Notice of Development Conditions on Property for the project in the office of the County Recorder.

**Fiscal Impact:** None. All subdivision improvements benefiting Tract No. 37-59A&B have been installed by the Developer as a condition of map approval and at no expense to the County.

**14b)**

5 minutes

**Contract Award for the Aspen Road Culvert Replacement Project** (Garrett Higerd) - This project will replace two culverts on Aspen Road in June Lake.

**Recommended Action:** Based on staff report concerning bids received in response to solicitation for bids and responsibility of the apparent low bidder: 1) identify Conspec Incorporated as responsible bidder submitting the lowest responsive bid; 2) award contract to Conspec Incorporated for the Aspen Road Culvert Replacement Project in an amount not to exceed \$131,250.00; 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 authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in a cumulative amount not to exceed \$13,125.00, provided such amendments do not substantially alter the scope of work and are approved as to form and legality by County Counsel; 4) adopt resolution authorizing the Public Works Director to accept and consent to recordation of temporary construction easements necessary for the Aspen Road Culvert Replacement Project.

**Fiscal Impact:** This project is funded by Proposition 1B. On October 18, 2011 the Board

approved the use of \$330,675 of Prop 1B funds for this project. Contractor payments will not impact the General Fund.

**14c)**

**Program Supplement Agreement for the Chalfant Streets Rehabilitation Project**  
(Garrett Higerd) - This project will rehabilitate County maintained streets in Chalfant.

10 minutes

**Recommended Action:** Consider and potentially adopt proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0J30 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the Chalfant Streets Rehabilitation Project."

**Fiscal Impact:** Total project cost is \$1,484,000 to be paid by the Road Fund and reimbursed by the State. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Chalfant Streets Rehabilitation Project (Plans, Specs and Estimate \$65,000 and Construction \$1,419,000).

**14d)**

**Program Supplement Agreement for the June Lake Streets Rehabilitation Project**  
(Garrett Higerd) - This project will rehabilitate County maintained streets in June Lake.

10 minutes

**Recommended Action:** Consider and potentially adopt proposed resolution #R12-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0J31 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the June Lake Streets Rehabilitation Project."

**Fiscal Impact:** Total project cost is \$3,694,000 to be paid by the Road Fund and reimbursed by the State. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for costs related to the June Lake Streets Rehabilitation Project (Environmental and Permits \$37,000; Plans, Specs and Estimate \$242,000; Right of Way \$60,000; and, Construction \$3,355,000).

#### **INFORMATION TECHNOLOGY**

**Additional Departments:** County Counsel

**15a)**

**Digital 395 Project Evaluation - Process and Policies** (Nate Greenberg) - Review draft policies and evaluation process that support the review of Last Mile projects, particularly with regard to desired technology and distribution methods.

30 minutes

**Recommended Action:** Receive feedback and direction from Board for changes to policies and procedures.

**Fiscal Impact:** None.

#### **ADJOURNMENT**

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Board of Supervisors

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Closed Session - Performance  
Evaluation

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### AGENDA DESCRIPTION:

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

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

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/27/2012 7:39 AM	County Administrative Office	Yes
9/25/2012 10:18 AM	County Counsel	Yes
9/25/2012 10:05 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Board of Supervisors

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Closed Session--Human  
Resources

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**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

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**RECOMMENDED ACTION:**

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**FISCAL IMPACT:**

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**CONTACT NAME:** Jim Arkens

**PHONE/EMAIL:** 760-932-5413 / jarkens@mono.ca.gov

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

**SEND COPIES TO:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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## ATTACHMENTS:

[Click to download](#)

No Attachments Available

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History		
Time	Who	Approval
8/22/2012 6:42 AM	County Administrative Office	Yes
9/25/2012 10:20 AM	County Counsel	Yes
8/21/2012 3:27 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Board of Supervisors

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Conference with Legal Counsel

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### AGENDA DESCRIPTION:

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

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

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/27/2012 7:40 AM	County Administrative Office	Yes
9/25/2012 10:33 AM	County Counsel	Yes
9/25/2012 10:03 AM	Finance	Yes

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Clerk of the Board

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Board Minutes

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### AGENDA DESCRIPTION:

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

A. Approve minutes of the Regular Meeting held on September 4, 2012.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Shannon Kendall

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

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Draft 09-04-12](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/12/2012 5:10 PM	County Administrative Office	Yes
9/25/2012 10:24 AM	County Counsel	Yes
9/13/2012 10:09 AM	Finance	Yes



DRAFT MEETING MINUTES  
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 at far right.

MEETING LOCATION  
County Courthouse,  
Bridgeport, CA 93517

Regular Meeting

September 4, 2012

<b>Flash Drive</b>	<b>File #1007</b>
<b>Minute Orders</b>	<b>M12-190 to M12-193</b>
<b>Resolutions</b>	<b>R12-58 to R12-62</b>
<b>Ordinance</b>	<b>Ord12-04 NOT USED</b>

9:00 AM Meeting Called to Order by Chairwoman Bauer.

*Supervisors Present: Bauer, Hansen, Hazard, Hunt and Johnston.  
Supervisors Absent: None.*

Pledge of Allegiance led by Chairwoman Bauer.

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

*No one spoke.*

*Closed Session: 9:01 a.m.  
Break: 10:38 a.m.  
Reconvene: 10:44 a.m.  
Lunch: 11:52 a.m.  
Reconvene: 1:02 p.m.  
Adjourn: 1:06 p.m.*

**CLOSED SESSION**

*There was nothing to report out of closed session.*

**BOARD OF SUPERVISORS**

- 1a) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. Employee Organization(s): Mono County Sheriff's Officers

**Note**

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

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

- 1b) Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to subdivision (c) of Government Code section 54956.9. Number of potential cases: one.

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

*No one spoke.*

2) APPROVAL OF MINUTES

**M12-190** **Action:** Approve the minutes of the Regular Meeting held on August 7, 2012.

**Johnston moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**M12-191** **Action:** Approve the minutes of the regular meeting held on August 14, 2012, as corrected.

**Hunt moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**Supervisor Johnston:**

- P. 7 of draft minutes, under "action", vote should read 4 yes; 0 no; 1 abstain: Johnston since Supervisor Johnston abstained from this vote. (Clerk to fix on minutes and revise minute order M12-180 to reflect this vote.)

3) **BOARD MEMBER REPORTS**

**Supervisor Bauer:**

- 8/17 - ESTA meeting.
- Discussion about why clocks might be running fast in the area.

**Supervisor Hansen:**

- His brother has been involved in the mudslide clean up in Twin Lakes.
- Last week: meetings with Scott Burns for Bridgeport Revitalization Project; very well attended.
- Thursday – meeting at substation regarding projects.
- To Carson City on Saturday; lots of people in Bridgeport on his way back through for Founder's Day celebration.

**Supervisor Hazard:**

- 8/30 – met with Pat Fendon regarding solid waste issues.
- Digital 395 meeting.
- Tomorrow morning, leaving for CSAC. Proposition 31 – perhaps oppose if necessary? Board consensus that if it needs to be opposed, do it.

**Note**

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

- Spoke with Jim Arkens and wants to attend Paramedic negotiations by phone.

**Supervisor Hunt:**

- 8/17 – ESTA meeting. Budget amendment; considered and approved operations report, Mammoth Area Service Expansion discussion.
- 8/22 – Met with Nate Greenberg, talked about last mile underground vs. overhead issues. Leaning toward underground utilities but that's impractical.
- 8/30 – First Five Commission Meeting; update from provider of services.
- 8/31 – Met with Eastern Sierra Land Trust regarding Conway Ranch, problems, recommended that he get in touch with Caltrans. She sees major roadblocks.
- Summer great in Mammoth economically and otherwise.

**Supervisor Johnston:**

- Last Mile Provider meeting with Nate and Supervisor Hunt.
- Meeting with Rusty Gregory.
- Solid Waste Advisory Task Force Meeting; recommended the adoption of the bylaws.
- Substation meeting; trying to work out minimalist improvements.

**COUNTY ADMINISTRATIVE OFFICE**

- 4) CAO Report regarding Board Assignments (Jim Arkens)  
ACTION: Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

**Jim Arkens:**

- Continued Status meetings.
- Personnel Issues.
- CAO staff meeting with Dept.
- Paramedic Negotiations this Friday.
- Twin Lakes mudslide issues.
- Crowley Lake overpass accident.
- Budget meetings.

**DEPARTMENT REPORTS/EMERGING ISSUES**

(PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

**Scott Burns:**

- Follow up with Jim Shoffner re: towerling.
- Use Permit Restriction update.
- Supervisor Hazard: any word on AT&T? (Scott: nothing formal.)
- Agreement RCRC/CSAC – with BLM and USFS: intended to improve relationships between federal agencies. Seems similar to intent of Project Planning Team. (Marshall Rudolph: Board already directed him to prepare Resolution in regards to this.)
- Wrap up Bridgeport Revitalization Project: very well attended, several issues still being discussed.

**Tony Dublino:**

- Senior Planning Group – Solid Waste Task Force involved in Feasibility study, go ahead with this in Mammoth? Crafting scope of work to go out to RFP.

**CONSENT AGENDA**

**Note**

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

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

## FINANCE

- 5a) 2012-13 Appropriations (Gann) Limit - Establishing the 2012-13 Appropriations Limit and making other necessary determinations for the County and for those Special Districts Governed by the Board of Supervisors that are required to establish Appropriations Limits.

**R12-58** **Action:** Approve and authorize the Chairman's signature on proposed Resolution R12-58, setting the Appropriation Limit for Fiscal Year 2012-13.  
**Hansen moved; Hunt seconded**  
**Vote: 5 yes; 0 no**

- 5b) Fiscal Year 2012-2013 Final Budget - Proposed resolution adopting the final Mono County budget for fiscal year 2012-2013.

**R12-59** **Action:** Adopt proposed resolution #R12-59, adopting the final Mono County budget for fiscal year 2012-2013. Provide any desired direction to staff.  
**Hansen moved; Hunt seconded**  
**Vote: 5 yes; 0 no**

## BOARD OF SUPERVISORS

- 6a) Reappointment of Dr. Kim Escudero to Mono County First 5 Families and Children Commission - Reappointment of Dr. Kim Escudero to the First 5 Mono County Children and Families Commission. This item is being sponsored by Supervisor Hunt.

**M12-192** **Action:** Appoint Dr. Kim Escudero to the First 5 Mono County Children and Families Commission to serve a subsequent 3-year term, commencing September 8, 2012 and expiring on September 7, 2015.  
**Hansen moved; Hunt seconded**  
**Vote: 5 yes; 0 no**

## REGULAR AGENDA

### CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

### CLERK OF THE BOARD

#### Note

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

- 7a) CHP Hazardous Materials Report - Correspondence dated August 15, 2012 from T. Prisco, CHP Area Commander enclosing a Hazardous Materials Incident Report. This is informational only.
- 7b) Mono County Fisheries Commission - Letter received 08/20/2012 from Steve Marti, Chairman of the Fisheries Commission, asking for Board support to oppose SB 1148.

**Fred Stump:**

- Speaking on behalf of Tim Alpers who is ill
- SB 1148 on Governor's desk; will cost between 30 and 60 million to do.
- SB 505 – Tim requested support for this. Both letters to go to Governor.
- Supervisor Bauer – requested Dan Lyster to write these up.
- Board consensus that these would be approved if drafted.
- SB 1148 – Mark Drew requested an item to go onto next week's agenda.

\*\*\*\*\*

*The clerk acknowledged receipt of the correspondence.*

**PUBLIC WORKS - SOLID WASTE DIVISION**

- 8a) Revised Solid Waste Facility Permit and related documents for Benton Crossing Landfill (Tony Dublino) - Revised Solid Waste Facility Permit for Benton Crossing Landfill and related documents.

The Supplement to the General Plan Land Use Amendments Final Environmental Impact Report prepared for Benton Crossing Landfill General Plan Amendment #04-02 and Use Permit Application #37-04-08, which is too large to attach, and the Revised Report of Disposal Site Information, and Preliminary Closure and Postclosure Maintenance Plan, also too large to attach, can be found on the Board of Supervisor's at [www.monocounty.ca.gov](http://www.monocounty.ca.gov) as a separate link.

**M12-193  
R12-60**

**Action:** 1) Consider previously-approved Addendum to the Mono County General Plan Land Use Amendments Final Environmental Impact Report, and Supplement thereto prepared for Benton Crossing Landfill General Plan Amendment #04-02 and Use Permit Application #37-04-08. 2) Approve and authorize Solid Waste Superintendent to submit Revised Solid Waste Facility Permit to the Local Enforcement Agency. 3) Approve and authorize the CAO, in consultation with County Counsel to execute a lease with LADWP for the Benton Crossing Landfill in substantially the same form as previously approved by the Board, but with a reduced term. 4) Adopt Resolution #R12-60, Approving Pledge of Revenue Agreement Establishing Financial Assurance for Corrective Action for the Benton Crossing Landfill.

**Note**

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**Hunt moved; Hansen seconded**

**Vote: 5 yes; 0 no**

**Tony Dublino:**

- Here to ask for Board's consent of the package in the agenda, the lease.
- Documents being reviewed again by DWP; there could be additional changes to those.
- Asks for permission to move forward, even with slight changes.

**Stacey Simon:**

- Not much leverage with DWP on some issues.
- Will need to execute lease to move forward with compliance issues.
- Item on agenda: term has changed, some items relating to time periods outside a one year term.
- Recommended action to authorize the CAO to sign lease. Would board like further reports as this moves forward?
- Authorize Tony to submit revised solid waste lease and financial assurance.

**Supervisor Johnston:**

- We don't have a lease right now? (Tony: an expired lease.)
- In expired lease, any provisions for garbage? (Stacey: yes, we are responsible.)
- How long will County be responsible for landfill? (Stacey: indefinite in terms of contamination. We are responsible regardless.)
- We are doing this is because there has been waste found outside of footprint that is not ours. (Stacey: originally the county's landfill being operated by another company.)
- Long term discussion is needed in the future. He wanted this brought up in this context; discussed monetary concerns.

**Supervisor Bauer:**

- Suggested that this item was for the short term. If Supervisor Johnston wants to look to the future, an agenda item needs to be brought forward.

**Supervisor Hazard:**

- Concerned that DWP wouldn't want to sell.

**Brian Muir:**

- Finished the year about \$50,000 out of balance.
- The potential shortfall needs to be addressed; this will be brought back before the board. Numbers need to be looked at.

**BOARD OF SUPERVISORS**

- 9a) November 2012 Statewide Ballot Measures--Propositions 30 and 31 (Supervisor Hazard) - Per request of RCRC staff (Regional Council of Rural Counties), discuss Propositions 30 and 31 to determine whether or not the Board of Supervisors will take a position.

Proposition 30: Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding. Initiative Constitutional Amendment. Increases taxes on earnings over \$250,000 for seven years and sales taxes by ¼ cent for four years, to fund schools. Guarantees public safety realignment funding. Fiscal Impact: Increased state tax revenues through 2018-19,

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averaging about \$6 billion annually over the next few years. Revenues available for funding state budget. In 2012-13, planned spending reductions, primarily to education programs, would not occur.

**Proposition 31: State Budget. State and Local Government. Initiative Constitutional Amendment and Statute.** Establishes two-year state budget. Sets rules for offsetting new expenditures, and Governor budget cuts in fiscal emergencies. Local governments can alter application of laws governing state-funded programs. Fiscal Impact: Decreased state sales tax revenues of \$200 million annually, with corresponding increases of funding to local governments. Other, potentially more significant changes in state and local budgets, depending on future decisions by public officials.

**Action:** None.

**Supervisor Hazard:**

- Asked by RCRC and CSAC to discuss these two propositions for action. CSAC meets Thursday;
- Jarvis people were told there's a 100% chance of success in the courts.
- Has had follow up conversations; Republican Party as a whole were looking for a fight in court; we've been left out of it.
- Need to take a position. Now there is no compromise; asking Board to weigh in. Should not oppose Prop. 30 but take a no position.
- Prop. 31 – different animal.
- It will come to a county by county hand vote. There are consequences for Mono County and ERAF money down the road.
- Safest route to stay neutral on both of them.

**Supervisor Hunt:**

- He would like to stay neutral on both props; sees them as temporary band-aids. State needs to come to grips with process and financial crisis we are facing.

**Supervisor Johnston:**

- Prop. 30 is convoluted; stuck between a rock and hard place. If something isn't done then the schools will be greatly affected. Leaning toward supporting it but could stay neutral.
- Votes to oppose 31.

**Supervisor Hansen:**

- He could side with whatever RCRC and CSAC decides.

**Supervisor Bauer:**

- He's with Supervisor Hunt; we should stay neutral.
- Enough consensus with Board members to stay neutral on both.

**Brian Muir:**

- Update on ERAF issue: the chances that we will be in that position anytime soon is slight. We shouldn't end up with insufficient funds to pay the triple flip.
- 

## HUMAN RESOURCES

**Additional Departments:** Mental Health

### Note

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10a) Employment Contract - Dr. Scheidlinger (Robin Roberts, Jim Arkens) - Proposed resolution approving a contract with Dr. Scheidlinger as Psychiatrist, and prescribing the compensation, appointment and conditions of said employment.

**R12-61** **Action:** Approve Resolution #R12-61, approving a contract with Dr. Scheidlinger as Psychiatrist, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Hunt move; Johnston seconded**

**Vote: 5 yes; 0 no**

**Jim Arkens:**

- Renewal of contract with reduction of hours and pay.
- Same contract

COUNTY COUNSEL

\*\*\*\*\*

LUNCH

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#### **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

**Additional Departments:** Assessor

11a) Public Hearing Re: Adoption of Local AAB Rules (John-Carl Vallejo) - Public hearing regarding adoption of local rules for the Assessment Appeals Board.

**R12-62** **Action:** Adopt resolution #R12-62, providing for local rules for the Assessment Appeals Board. Provide any desired direction to staff.

**Hunt moved; Hazard seconded**

**Vote: 5 yes; 0 no**

Public Hearing Open: 1:02 p.m.

**Supervisor Hansen:**

- Questioned whether or not the Assessor's office/staff had seen these or approved these.

Public Hearing Closed: 1:04 p.m.

**John Vallejo:**

- This was just for the public to give comments about the substance of the proposed rules.
- This was noticed in two papers.

#### **Note**

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- Rules are mostly mandated by state law.

ADJOURNMENT 1:06 p.m.

ATTEST:

\_\_\_\_\_  
VIKKI BAUER  
CHAIR

\_\_\_\_\_  
SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD

§§§§§

**Note**

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Clerk of the Board

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Board Minutes

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### AGENDA DESCRIPTION:

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

C. Approve minutes of the Regular Meeting held on September 18, 2012.

---

### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Lynda Roberts

**PHONE/EMAIL:** 760-932-5538 / lroberts@mono.ca.gov

---

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Draft Minutes of September 18](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/24/2012 8:51 AM	County Administrative Office	Yes
9/25/2012 10:30 AM	County Counsel	Yes
9/19/2012 3:28 PM	Finance	Yes



**DRAFT MEETING MINUTES**  
**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 at far right.

Regular Meeting

MEETING LOCATION  
Mammoth Lakes BOS  
Meeting Room, 3rd Fl. Sierra  
Center Mall, 452 Old  
Mammoth Rd., Mammoth  
Lakes, CA 93546

September 18, 2012

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M12-199 to M12-210</b>
<b>Resolutions</b>	<b>R12-65 to R12-69</b>
<b>Ordinance</b>	<b>Ord12-04 NOT USED</b>

9:00 AM

Meeting Called to Order by Supervisor Bauer, Chair

- Supervisors present: Bauer, Hansen, Hazard, and Hunt
- Supervisors absent: Johnston

Pledge of Allegiance led by Brian Muir, Finance Director

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

- **John Wentworth, Mammoth Lakes Trails and Public Access:** Invited the Supervisors to attend the grand opening of the Mammoth Lakes Trails System on Saturday, October 20; this project has given new life to the trails system. Wentworth outlined the various activities associated with this event, and outlined the economic benefits of the trail system.

Closed Session: 9:05 a.m.

Break: 10:25 a.m.

Reconvened: 10:32 a.m.

Lunch: 11:35 a.m.

Reconvened: 12:50 p.m.

Adjourned: 4:25 p.m.

**CLOSED SESSION**

**The Board had nothing to report from Closed Session.**

**BOARD OF SUPERVISORS**

1a)

Closed Session - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of

**Note**

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Government Code section 54956.9. Number of potential cases: Facts and circumstances: Benton Crossing Landfill compliance issues.

- 1b) Closed Session - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: U.S. v. Walker River Irrigation District, et al.
- 1c) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.
- 1d) Conference with Legal counsel - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one.
- 1e) Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: Claim For Damages presented by Jesse Carroll.

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

No one spoke.

- 2) APPROVAL OF MINUTES
  - M12-199** A. Approve minutes of the Special Meeting held on August 27, 2012.  
**Hazard moved; Hunt seconded**  
**Vote: 4 yes; 0 no; 1 absent (Johnston)**
  - M12-200** B. Approve minutes of the Special Meeting held on August 28, 2012.  
**Hazard moved; Hunt seconded**  
**Vote: 4 yes; 0 no; 1 absent (Johnston)**
  - M12-201** C. Approve minutes of the Special Meeting held on August 29, 2012.  
**Hazard moved; Hunt seconded**  
**Vote: 4 yes; 0 no; 1 absent (Johnston)**

3) **BOARD MEMBER REPORTS**

Note

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**Supervisor Bauer**

1. Last Wednesday: Attended the June Lake Chamber meeting. Decisions have been made about how to use most of the \$100,000 allocated by the Board of Supervisors—70% will be used for promotional efforts; there is some difficulty deciding how to handle the last 30% (use of funds and who should manage them). Bauer outlined the proposed uses for the money and issues remaining to be resolved; she assessed the June Lake situation.
  - Supervisor Hazard: Asked for an agenda item to update the Board about how the funds are being used.

**Supervisor Hansen**

1. Last Wednesday: Attended the Lee Vining RPAC meeting; they discussed the fire road, and a YARTS representative was in attendance.
2. Last Saturday: Attended Mark Twain Days at Mono Inn.

**Supervisor Hazard**

1. September 5: Attended the CSAC meeting. Updates: 1) Per direction from the Board of Supervisors, Hazard's vote was neutral on Propositions 30 and 31; support for these propositions was primarily divided between urban and rural counties. A number of organizations are opposed to Prop 31. 2) AB 1098 was discussed (reallocation of vehicle license fees to support newly incorporated cities). CSAC voted not to support. 3) Met with RCRC staff. Also met with AT&T staff; they will do a site visit early next month.
2. Air pollution control regulations are going to be applied to the agricultural sector. These controls will have a negative impact on the business of agriculture.

**Supervisor Hunt**

1. Last night attended the Mammoth Lakes Housing Board of Directors meeting. Due to the recession, there is a question about whether or not a Housing Authority is needed; there is a lot of need in Mammoth Lakes.
2. At this time the Town is not planning to hire a community development director to replace Mark Wardlaw; other staff members are also leaving Town employment. An update about the Town's bankruptcy should be made public within two weeks.

**Supervisor Johnston**

1. Absent.

**COUNTY ADMINISTRATIVE OFFICE**

4)

**CAO Report regarding Board Assignments (Jim Arkens)**

**ACTION:** Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

**Jim Arkens**

1. Conducted Assistant Assessor interviews and made an offer; this will come before the Board soon.
2. Had a discussion about backlog of parcel maps; will be using Parcel Quest to help update maps.
3. The Eastern Sierra Council of Governments meeting was cancelled last week.
4. Arkens and Julie Tiede met with their counterparts in Inyo County yesterday. The senior services agreement is on today's agenda for Board approval.
5. Continues holding status meetings with departments.
6. Will be attending the CPAAC meeting in Lodi this week.

**DEPARTMENT REPORTS/EMERGING ISSUES**

- **Nate Greenberg, IT/GIS:** Update about Digital 395. Installation is progressing in Mono County; outlined the work in progress and work projected to be completed prior to

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winter. Will be holding a broadband forum in the near future.

- **Robin Roberts, Mental Health:** Update about a two-day leadership event held last week. They discussed issues associated with the state and the Town of Mammoth Lakes. It was a beneficial workshop.
- **Louis Molina, Environmental Health:** 1) Update about the social services building above-ground tank removal and water monitoring. The last water samples passed the test; the next step will be to abandon the wells. 2) Update about AB 885, on-site sewage disposal program. Final draft of implementation procedures has been adopted; overall impact will be minimal. Molina will start developing a local agency program, and will provide more information at a later time. 3) Reviewed the status of AB 1616, cottage food bill, which would allow homeowners to prepare food in their kitchens to sell to the public.

## 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.)

### CLERK OF THE BOARD

- 5a) Fisheries Commission Appointment - Ralph Obenberger recently resigned from the Fisheries Commission. His term expires April of 2013. Recently, Gary Jones, from the June Lake area, attended a Fisheries Commission meeting and learned about the vacancy created due to Obenberger's resignation. Mr. Jones has completed and turned in an Application for Appointment to the Commission to fill this unexpired term. Dan Lyster of Economic Development has been in contact with the clerk's office to get this item onto the agenda.

**M12-202** **Action:** Appoint Gary Jones to the Mono County Fisheries Commission, filling the unexpired term of Ralph Obenberger who recently resigned from his position. Jones' term will expire in April, 2013.

**Hunt moved; Hansen seconded**

**Vote: 4 yes; 0 no; 1 absent (Johnston)**

### FINANCE

**Additional Departments:** County Counsel

- 6a) Lease and Agreement with Southern Mono Healthcare District - Proposed contract with Southern Mono Healthcare District for operation of the Bridgeport Family Medicine Clinic.

**M12-203** **Action:** Approve County entry into contract with Southern Mono Healthcare District for operation of the Bridgeport Family Medicine Clinic, and authorize Chair to execute said contract on behalf of the County.

**Hunt moved; Hansen seconded**

**Vote: 4 yes; 0 no; 1 absent (Johnston)**

### Note

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## HEALTH DEPARTMENT

- 7a) Maternal Child and Adolescent Health Plan for FY 2012-13 - Proposed contract with California Department of Public Health pertaining to Maternal Child and Adolescent Health Plan for FY 2012-13.

**M12-204** **Action:** Approve County entry into contract with California Department of Public Health pertaining to Maternal Child and Adolescent Health Plan for FY 2012-13, and authorize the Board Chair to execute said contract on behalf of the County.  
**Hunt moved; Hansen seconded**  
**Vote: 4 yes; 0 no; 1 absent (Johnston)**

## COUNTY COUNSEL

- 8a) Personnel Appeals Board Appointment - Personnel appeals board appointment.

**M12-205** **Action:** Appoint Clay Neely to sit on a pending personnel appeals board.  
**Hunt moved; Hansen seconded**  
**Vote: 4 yes; 0 no; 1 absent (Johnston)**

## SHERIFF CORONER

- 9a) Sheriff's Department Boating and Waterways Grant: Equipment and Operations Contract - The Mono County Sheriff's Department has received a Grant Contract from the California Department of Boating and Waterways in the amount of \$30,000.00 for fiscal year 2012-2013. This grant funds the purchase of miscellaneous equipment and is an annual award granted to the Sheriff's Department.

**M12-206** **Action:** 1) Authorize the Sheriff's Department (on behalf of the County) to enter into the contract with the California Department of Boating and Waterways for fiscal year 2012-2013. 2) Authorize Sheriff Richard C. Scholl to sign the contract and all reimbursement forms for said contract.  
**Hunt moved; Hansen seconded**  
**Vote: 4 yes; 0 no; 1 absent (Johnston)**

## MENTAL HEALTH

- 10a) Behavioral Health Advisory Board Appointments (Robin K. Roberts) - The Behavioral Health Advisory Board bylaws allow for nine members on the board. Adding these two qualified candidates would bring our numbers up to 7. Robin Wingett and Lisa Thompson have been active at our meetings for some time. Both are engaged and important members of our community and our board.

### Note

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- M12-207**      **Action:** Appoint Lisa Thompson and Robin Wingett to the Behavioral Health Advisory Board.  
**Hunt moved; Hansen seconded**  
**Vote: 4 yes; 0 no; 1 absent (Johnston)**

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

CLERK OF THE BOARD

- 11a)      BLM Notice of Proposed Action - Letter from Bernadette Lovato, Bishop Field Manager for BLM, informing the public/interested parties about a Notice of Proposed Action regarding the Bishop Field Office's (BIFO) intent to remove graffiti that may occur with Wilderness. The comment period for this ends on September 30, 2012.

**Board acknowledged receipt of correspondence.**

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COUNTY ADMINISTRATIVE OFFICE

**Additional Departments:** Mono County Superior Court Judges

- 12a)      Chief Probation Officer - Appointment (Jim Arkens) - Proposed resolution approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment.

- R12-65**      **Action:** Adopt Resolution #R12-65 approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Bauer moved; Hazard seconded**

**Vote: 4 yes; 0 no; 1 absent (Johnston)**

- Jim Arkens, CAO/HR Director: This is a standard contract. Regarding the cost of PERS, the amount reflects the bargaining unit and not the individual.
- Karin Humiston was present in the Bridgeport Board Chambers.

**Additional Departments:** Behavioral Health

- 12b)      Amendment to Employment Contract - Robin Roberts (Jim Arkens and Robin Roberts) - Proposed resolution approving an amendment to the employment agreement with Robin Roberts as Director of Behavioral Health.

- R12-66**      **Action:** Adopt Resolution #R12-66 approving an agreement and first

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amendment to the employment agreement with Robin Roberts, and prescribing the compensation, appointment and conditions of said employment.

**Hazard moved; Hansen seconded**

**Vote: 4 yes; 0 no; 1 absent (Johnston)**

- Jim Arkens, CAO/HR Director: This amendment reflects a change in the department title and the salary. Robin Roberts initially was going to work under the Social Services Director, but Roberts has become the department head and should be compensated accordingly. The recommended compensation is the same that Ann Gimpel received when she filled this position.

**Additional Departments:** County Counsel, Finance, Sheriff

12c) New PSO MOU and Personnel Rules (Jim Arkens, Marshall Rudolph, Brian Muir) - Proposed resolution adopting and approving a memorandum of understanding between the County and the Mono County Public Safety Officers' Association (PSO) bargaining unit and adopting new personnel rules applicable to that bargaining unit.

**R12-67 Action:** Adopt Resolution #R12-67 approving a memorandum of understanding between the County and the Mono County Public Safety Officers' Association (PSO) bargaining unit and adopting new personnel rules applicable to that bargaining unit.

**Hazard moved; Hunt seconded**

**Vote: 4 yes; 0 no; 1 absent (Johnston)**

- Marshall Rudolph, County Counsel: The resolution will adopt a new MOU with the Public Safety Officers Association, along with the personnel rules that are applicable to other County bargaining units including MCPE, Probation, and the Deputy Sheriffs Association. Rudolph's staff report outlines the changes in the MOU, consisting of concessions, reductions, and freezes that are consistent with the negotiations of other bargaining units. Rudolph addressed two minor changes in Articles 24 and 25.
- Supervisor Hazard: Acknowledged the efforts of the bargaining unit, and how well the process went.

SHERIFF CORONER

**Additional Departments:** County Counsel, HR

13a) Resolution Regarding Additional Deputy Sheriff Compensation (Sheriff Rick Scholl, Marshall Rudolph) - Proposed resolution authorizing additional compensation for deputy sheriffs performing special assignments pertaining to narcotics enforcement (MONET), care of a law-enforcement canine ("K-9"), and lead worker/supervisor for court security and bailiff functions.

**R12-68 Action:** Adopt Resolution #R12-68 authorizing additional compensation for deputy sheriffs performing special assignments pertaining to narcotics enforcement (MONET), care of a law-enforcement canine ("K-9"), and lead worker/supervisor for court security and bailiff functions.

**Note**

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**Hazard moved; Hansen seconded**

**Vote: 4 yes; 0 no; 1 absent (Johnston)**

- Marshall Rudolph, County Counsel: The Board is familiar with this item from previous discussions. Rudolph outlined the three forms of compensation for deputy sheriffs engaged in different enforcement assignments: 1) narcotics enforcement; 2) care of the trained canine; 3) additional pay for the deputy supervisor/lead worker court security/bailiff functions. This will memorialize work that has been done for several years.

COUNTY COUNSEL

**Additional Departments: Risk Management**

14a) Carroll Claim for Damages (Marshall Rudolph) - Claim for Damages presented on or about August 17, 2012, by Jesse Carroll (County Claim No. CL12-12).

**M12-208 Action:** Take no action and direct county counsel to return the claim to claimant because it was not presented within the time required by law.

**Hazard moved; Hunt seconded**

**Vote: 4 yes; 0 no; 1 absent (Johnston)**

- Marshall Rudolph, County Counsel: This item was discussed in closed session. The claim was misdirected to the County because it involves Mammoth Hospital; also, it is untimely. The recommendation is for the Board to take no action and return this to the claimant.

\*\*\*\*\*

**LUNCH**

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

- **Sally Miller, Lee Vining resident:** Lee Vining residents received a letter about potential closure of their post office. Miller asked the Board to support keeping the Lee Vining Post Office open.
  - Supervisor Hazard: Will bring this up when he attends RCRC this week.

BOARD OF SUPERVISORS

15a) Sierra Business Council (Steven R. Frisch, Sierra Business Council President) - Sierra Business Council will present its recent publication, "Eastern Sierra Innovation and Prosperity: An Industry Cluster Approach to Economic Sustainability in California's Inyo and Mono Counties". A copy of the report is available in the Clerk of the Board's Office (74 School Street, Annex 1, Bridgeport, CA). A copy is also available online: <http://www.monocounty.ca.gov/bos.html>. This item is being co-sponsored by Supervisors Hunt and Bauer.

**Note**

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**Action: Informational only.**

**Steve Frisch, President of Sierra Business Council:** Reviewed the Eastern Sierra Innovation and Prosperity Report. Discussed findings and recommendations.

- The sluggish economy is expected to last for another 3-5 years.
- Economic development for the east side of the Sierra is timely now and needs to be ongoing.
- A steering committee of about 40 people participated in creating the report, including County staff. They also conducted 80 interviews with business and industry leaders locally, and people at state and federal agencies, and nongovernmental agencies.
- The Sonoran Institute provided an economic analysis and profile.
- The most disturbing finding is that business income adjusted for inflation has been declining since 1970. Need to focus on local place-based businesses.
- The group used a cluster-based analysis approach, which is suited to rural regions. Focused first on progress that can be seen in 3-5 years; analyzed each segment of the economy and those with potential for job growth.
- Five clusters for investment: 1) internet and broadband; 2) renewable energy; 3) tourism, hospitality, and arts; 4) diversified recreation; 5) value-added agriculture.
- Outlined the opportunities available in each cluster, and the necessary planning, training, and implementation activities.
- Reviewed the next steps for the first two clusters (internet/broadband and renewable energy). Need to prioritize activities, convene the applicable community groups, and find funding. The process should be driven by the private sector with some local government participation, and activities should be dealt with one at a time.
- Board discussion about, 1) CPUC requirement regarding underserved communities; 2) slaughterhouse capabilities; 3) geothermal tourism; 4) opportunity for local colleges to provide technology skill-related courses; 5) creation of home businesses that can use internet for marketing and sales; 6) benefits of Digital 395 and positive impact on business and potential for creation of new businesses; 7) creating private/public partnerships; 8) align zoning ordinances with development strategies.

Scott Burns, Community Development Department: The Board has relaxed restrictions on home businesses so they are ahead of the curve.

Ron Day, Eastern Sierra Connect: Website is up and running.

## MENTAL HEALTH

**Additional Departments:** Social Services, Public Health, Probation

16a)

Mono County Wraparound Program (Robin K. Roberts, Ellen Thompson, Julie Tiede, Linda Salcido, Tracie Neal) - Presentation by Ellen Thompson and Robin Roberts regarding Mono County Wraparound Program.

**Action: None**

- Robin Roberts, Mental Health, and Julie Tiede, Social Services: The goal of this program is to keep children out of placement and provide concentrated services from the County. A comprehensive plan has been developed, and all staff involved will be trained. Services will include a variety of things such as mental health services, sports clothes, and access to summer camp. This will be a good program for the courts,

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probation, school districts, and social services. This is a good program for the County.

16b) Contract Amendment, Name Change for Position of Maria Lourdes Gonzalez (Robin K. Roberts) - Amendment to employment contract with Maria Lourdes Gonzalez. This is a name change only. In the original contract with Maria Lourdes Gonzalez her title and position was called, "Mental Health Counselor II". This position does not require a California License or a graduate degree as does "Licensed Clinical Therapist-Bilingual". This position's duty will remain the same as in the original contract.

**R12-69** **Action:** Adopt Resolution #R12-69 approving an agreement and first amendment to the employment agreement with Maria Gonzalez, and prescribing the compensation, appointment, and conditions of said employment.

**Hazard moved; Hunt seconded**

**Vote: 4 yes; 0 no; 1 absent (Johnston)**

- Robin Roberts, Mental Health: The job title in the contract needs to be clarified; that is the only change. The Human Resources Department has reviewed the contract.

#### PUBLIC WORKS - ROAD DIVISION

17a) Bus Shelter Encroachment Fee Waiver (Jeff Walters) - The Eastern Sierra Transit Authority (ESTA) wishes to install a new bus shelter in Bridgeport near the tennis courts on Emigrant Street. The shelter would be of the same design as is already located in other communities in Mono County. ESTA wishes to have the encroachment fee waived by Public Works.

**M12-209** **Action:** Authorize the Public Works Director to waive encroachment fees associated with the installation and operation of an Eastern Sierra Transit Authority bus shelter on County property and in County right-of-way in the community of Bridgeport.

**Hazard moved; Hansen seconded**

**Vote: 4 yes; 0 no; 1 absent (Johnston)**

- Jeff Walters, Public Works: ESTA would like to install a bus shelter next to the tennis courts in Bridgeport; there are no issues with this location. John Helm, ESTA, requested a fee waiver since the bus shelter is in the County right of way.
- John Helm, ESTA: A benefit of this location is accessibility to public restrooms. ESTA will maintain the shelter.
- Supervisor Hunt: Two members of the Board of Supervisors sit on the ESTA board, but they do not stand to gain in any way by supporting this item.

#### FINANCE

18a) California Public Employees Pension Reform Act of 2013 (Brian Muir) - Presentation by Finance Director regarding California Public Employees Pension Reform Act of 2013.

#### Note

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**Recommended Action: None (informational only).**

**Brian Muir, Finance Director**, PowerPoint presentation:

- Outlined the impacts of the Pension Reform Act.
- New employees are those who will be hired after January 2013. For new employees:
  - There will be a cap on the amount of annual retirement earnings.
  - There is a change to the retirement formulas.
  - Employees hired within 6 months after leaving a PERS agency can participate in the plan in effect as of December 2012, so changes won't impact lateral transfers amongst agencies.
- Reviewed unfunded liability.
- Mono County does not pay the employee's share of retirement.
- Reviewed changes to become effective January 1, 2018.
- Reviewed changes that will impact retired annuitants.
- Eliminates "air time" (purchase of PERS credit).
- Management benefits will be the same as other employees.
- After January 1, 2013, no retroactive benefit increases; plans will be blended.
- Elected officials can't use the highest salary from other PERS employment.
- Eliminates contribution "holidays".
- Any person committing a felony in connection with their official duties will lose their PERS benefit.
- The effect on current employees will be minimal unless the Board takes action associated with the change in 2018.

Supervisor Hazard: Reviewed the history of PERS and returns on investment that led to plans such as 3% at 50 for public safety. The changes in PERS will eventually create a surplus in the fund. Problems were caused at the state level, not the local level.

**COMMUNITY DEVELOPMENT - PLANNING DIVISION**

- 19a) Inyo-Mono Integrated Regional Water Management Group (Heather deBethizy)-  
Presentation by Heather deBethizy regarding recent activities of the Inyo-Mono  
IRWM group.

**Action: None**

**Heather deBethizy, Community Development:** Provided a copy of Round 2 Prop. 84 IRWM Implementation document. Projects will be submitted in winter/spring of next year.

- The group used the DWR draft proposal to develop the IRWM document.
- Reviewed the document; it is a decision item on next week's IRWM agenda.
- The document outlines the process that will be used to rank projects.
- There will be points given for disadvantaged communities.
- The management group decided not to use "bins" (categories) when ranking projects.
- The Board's decision point has to do with how funding is allocated. Projects are currently being solicited and once the implementation document is adopted, the IRWM group will rank the projects. That ranking will then be approved by all member agencies before the list goes to DWR.
- Projects from Round 1 can be resubmitted in Round 2.
- The County submitted a block grant request to fund well projects; other projects in the County have been submitted by other agencies.

**Note**

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- Technical advisors will suggest rankings; in order to help create consensus, justification has to be given about why a project is ranked low or high.
- The Board of Supervisors needs to decide if they are comfortable with staff ranking projects.
  - **The Board is comfortable with staff ranking projects, but will assist if staff has any questions.**
- Addressed the opportunity to act in the role of fiscal agent.
  - **The Board is not interested in having the County act as fiscal agent.**
- The IRWM received \$480,000 in Round 2 funds, which will fund the support office and three projects. One project is in Mono County (West Walker).
- Next step will be to update the Inyo-Mono IRWM plan.

## SOCIAL SERVICES

20a) Eastern Sierra Area Agency on Aging Contract Status Update (Julie M. Tiede) - Presentation by Julie Tiede regarding the status of the proposed subcontract contract between Inyo County and Mono County for the delivery of Senior Services in Mono County. Review of proposed subcontract terms and conditions for approval.

**M12-210** **Action:** Approve Subcontract Agreement between Inyo County and Mono County for the delivery of Senior Services in Mono County, and authorize the CAO to sign on behalf of the County.

**Hunt moved; Hansen seconded**

**Vote: 3 yes; 1 no (Hazard); 1 absent (Johnston)**

**Julie Tiede, Social Services Director:** The 90-day contract approved by the Board expires on September 30; the Board provided direction at a previous meeting to pursue a sub-contract relationship to commence October 1. The item before the Board is the approval of the sub-contract. Tiede reviewed the contract:

- Four-year agreement with a 90-day cancellation provision, with or without cause.
- Referred to Exhibit A that sets forth minimum services. Service units reflect the amount of available funding.
- Attachment B is the schedule of fees. This year will be different from the remaining three years.
- Funding is based on utilization; this brings stability and provides a starting point for future negotiations.
- Even though “utilization” is not an ideal criterion, if Mono County does not move forward with the proposed agreement, Inyo County will provide direct services. This will eliminate employees and services will be as they are set forth in Exhibit A.
- This program will require continual review.
- Tiede received Board comments and answered questions about: 1) utilization formula; 2) needs assessment; 3) ramifications of not entering into the sub-contract; 4) lack of state intervention; 5) services in the Benton community, and the minimal number of requests countywide for services; 6) objective measures.

## INFORMATION TECHNOLOGY

**Additional Departments:** County Counsel

### Note

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- 21a) Digital 395 Project and Technology Prioritization and Incentivization (Nate Greenberg; John Vallejo) - Update the Board of Supervisors on Digital 395 Last Mile Provider Plan concepts as they relate to the prioritization of technology, projects (by community), and an incentive based approach to accomplish desired outcomes.

**NO MOTION Action:** Authorize Nate Greenberg to draft and sign letters of support for the October round of grant applicants.

**Nate Greenberg, IT/GIS,** PowerPoint presentation Last Mile Provider Plan:

- Intention for today is to get Board approval to write letters of support for grants coming forward, and get direction with respect to the DIVCA ordinance. The deadline for CASF funding is October 1.
- County involvement with Digital 395 is important in order to help resolve unanswered questions and provide a common-operating plan.
- Reviewed discussions with last-mile providers and their need to understand County's intentions and level of support.
- Digital 395 is the construction of the backbone from Barstow to Reno; last mile will break off Digital 395 for local distribution. This presents issues for communities not adjacent to the backbone.
- Staff would like to see implementation of wireline before wireless, and before satellite; wireline is more stable and is still the industry standard. Would also like to see distribution underground wherever possible.
- Many communities already have wireline infrastructure.
- Last mile projects will be built in a variety of ways due to differences in existing infrastructure and access to the backbone.
- Discussed the concepts of wireline vs. wireless and underground vs. overhead construction, and the situations when the various options may be used. The General Plan has a framework that addresses the underground/overhead issue. Feedback from last-mile providers about cost may also direct which option is used.

John Vallejo, Deputy County Counsel: Talked about the County's authority to require undergrounding. The County can require telecom lines to be installed underground, but there will be a practical issue about cost and project delays; talked about requirements for undergrounding of existing lines. Need to balance the issue of cost and delay with the underground requirement. The cost of undergrounding may be prohibitive, so the Board needs to consider revenue-raising options, such as DIVCA provisions (Vallejo distributed a copy of a draft ordinance); DIVCA is built in to the state franchise agreements. Talked about different mechanisms for raising revenue. Reviewed the draft ordinance and potential incentives to provide service to outlying communities.

Scott Burns, Community Development Department: There are current policies and design standards for overhead installation. Answered questions about cases for director review and use permits. The hierarchy of priorities needs to be specified.

Supervisor Hazard: 1) There will be situations that require overhead lines; all communities should have access, but some communities will require wireless service. The preferred method should be fiber to home for best quality and access to the most services; satellite is currently not an acceptable standard. 2) Need to prevent "cherry picking" of communities by providers. 3) County should be able to collect a fee for future broadband services. 4) Priority needs to be underground fiber optic to home, then wire, and lastly wireless. Providers would need to justify

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why they should be exempted from the first priority, with cost being the lowest justification. Additional requirements may be needed for lower levels of infrastructure in order to preserve quality of service.

Board and staff discussion about the various aspects of the project: 1) ways to incentivize providers, 2) issue of feasibility of undergrounding, 3) process of directors review. The goal is to get the best service possible to all communities.

**Board consensus:** 1) priority should be underground fiber to home; 2) develop a process to review cases when undergrounding isn't feasible; 3) send fee structure back to staff for further review; 4) craft a policy for further discussion.

Greenberg: Discussed the California Advanced Services Fund (CASF) that can be used for unserved communities, such as Twin Lakes. A potential provider will be awarded 5 bonus points if a letter of support from the agency accompanies their funding request. Due to time constraints, Greenberg asked for Board approval authorizing him to write those letters.

- Supervisor Hazard: The short time frame requires quick action. Letters should support providers with grants and not specify CASF grants.

The discussion about DIVCA (Digital Infrastructure and Video Competition Act) will be continued at a future meeting.

ADJOURN: 4:25 p.m.

ATTEST:

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VIKKI BAUER  
CHAIR

---

LYNDA ROBERTS  
CLERK OF THE BOARD

§§§§§

**Note**

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Clerk of the Board

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Board Minutes

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### AGENDA DESCRIPTION:

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

B. Approve minutes of the Regular Meeting held on September 11, 2012.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Shannon Kendall

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

---

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[09-11-12 Draft](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/24/2012 8:51 AM	County Administrative Office	Yes
9/25/2012 10:28 AM	County Counsel	Yes
9/19/2012 3:28 PM	Finance	Yes



DRAFT MEETING MINUTES  
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 at  
far right.

MEETING LOCATION  
County Courthouse,  
Bridgeport, CA 93517  
Regular Meeting

September 11, 2012

<b>Flash Drive</b>	<b>File #1008</b>
<b>Minute Orders</b>	<b>M12-194 to M12-198</b>
<b>Resolutions</b>	<b>R12-63 to R12-64</b>
<b>Ordinance</b>	<b>Ord12-04 NOT USED</b>

9:00 AM Meeting Called to Order by Chairwoman Bauer.

*Supervisors Present: Bauer, Hansen, Hunt and Johnston.  
Supervisors Absent: Hazard.*

Pledge of Allegiance was led by Supervisor Johnston and dedicated to the September 11<sup>th</sup> tragedy.

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

*No one spoke.*

*Closed Session: 9:02 a.m.*

*Break: 10:02 a.m.*

*Reconvene: 10:18 a.m.*

*Lunch: 12:26 p.m.*

*Reconvene: 1:34 p.m.*

*Break: 2:51 p.m.*

*Reconvene: 2:59 p.m.*

*Adjourn: 3:35 p.m.*

**CLOSED SESSION**

*There was nothing to report out of closed session.*

**BOARD OF SUPERVISORS**

**Note**

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1a) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

1b) Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: dispute pertaining to Conway Ranch grant compliance.

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

*No one spoke.*

2) APPROVAL OF MINUTES

**M12-194** **Action:** Approve minutes of the Regular Meeting held on August 21, 2012, as corrected.

**Hansen moved; Hunt seconded**

**Vote: 4 yes; 0 no; 1 absent: Hazard**

**Supervisor Johnston:**

- On p. 1 of minutes, under "opportunity for public to address the board" first bullet point: name Jewell Stark should be "Jil" Stark.

**M12-195** **Action:** Approve minutes of the Special Meeting held on August 21, 2012.

**Johnston moved; Hansen seconded**

**Vote: 4 yes; 0 no; 1 absent: Hazard**

3) **BOARD MEMBER REPORTS**

**Supervisor Bauer:**

- Last Tuesday CAC meeting;
- Wednesday – phone interview with Joe Walsh from Intrawest; he's trying to hook her up with someone to give June Mtn. update to.
- Attended agenda review.
- Sunday – service for Tad Roberts.

**Supervisor Hansen:**

- 9/5 – Great Basin Air Pollution meeting; scheduled final meeting of the year, also going to have reports to finalize things.
- 9/5 – Antelope Valley RPAC; discussed bear issue.

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- Fisheries Commission meeting yesterday; Fish and Game has committed to send a representative every month.
- This weekend – Mark Twain days.

**Supervisor Hazard:**

- Absent.

**Supervisor Hunt:**

- Swearing in of 2012-2013 Grand Jury last Friday; Supervisor Hunt's wife will be on it this year and will be recusing herself where necessary.
- Rotary meeting last week – report from Hunewill Ranch; update on activities.

**Supervisor Johnston:**

- Follow up of Rusty/Alpers meeting; he will forward written information to Board that will go into local newspapers.
- CSAC course last Friday called Progressive Leadership.
- Air Pollution Control meeting; still continuing discussions about cleaning up Owens dry lake; Keeler Dunes discussion to continue December 13<sup>th</sup> – potentially controversial; CAPP projects reported on.

**COUNTY ADMINISTRATIVE OFFICE**

- 4) CAO Report regarding Board Assignments (Jim Arkens)  
ACTION: Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

**Jim Arkens:**

- Management Team meeting Wednesday in Lee Vining.
- Rural County CAO/HR Director conference in Ukiah.
- Status Meetings.

**DEPARTMENT REPORTS/EMERGING ISSUES**

**Tony Dublino:**

- Was planning on presenting a contract regarding Groundwater Monitoring Service next week; out of five responses, what was an \$80,000 contract will now be \$50,000 locally; within CAO's discretion to sign, no need for item.
- They are looking for representatives to sit on Solid Waste Task Force. Supervisor Bauer suggested Brent Truax as a possibility.

**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.)

**FINANCE**

- 5a) HR 4348, PL 114-141 Secure Rural Schools - Opting out of the State Share of the Secure Rural Schools and reaffirming the Election to receive 25% under Public Law (PL) 112-141.

- R12-63** **Action:** Approve and authorize the Chairman's signature on proposed Resolution #R12-63, Opting out of the State Share of the Secure Rural Schools and reaffirming the Election to receive 25% under Public Law

**Note**

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(PL) 112-141 and Allocating Secure Rural Schools 50-50 between Schools and Roads.

**Hunt moved; Johnston seconded**

**Vote: 4 yes; 0 no; 1 absent: Hazard**

## REGULAR AGENDA

### CORRESPONDENCE RECEIVED

(INFORMATIONAL)

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

### CLERK OF THE BOARD

- 6a) State Board of Equalization 2010-2011 Annual Report - Copy of brochure from the State Board of Equalization detailing their Annual Report for 2010-2011.

\*\*\*\*\*

*The Board acknowledged receipt of the correspondence.*

### BOARD OF SUPERVISORS

- 7a) Resolution of Appreciation for Commander Frank Ledgard (Supervisor Tim Hansen) - Proposed resolution honoring Commander Frank Ledgard for his service to Mono County and its veterans. Supervisor Hansen is sponsoring this item.

**M12-196 Action:** Approve proposed resolution and present to Commander Ledgard.

**Hansen moved; Hunt seconded**

**Vote: 4 yes; 0 no; 1 absent: Hazard**

**Supervisor Hansen:**

- Read and presented resolution to Commander Ledgard.

- 7b) California Trout's Position on SB 1148 (Curtis Knight, Mark Drew) - Curtis Knight, Conservation Director and/or Mark Drew, Eastern Sierra Regional Manager wish to give the Board information about California Trout's position on Senate Bill 1148. The Board of Supervisors are sponsoring this item.

**Action:** None. Informational only.

**Mark Drew, Cal Trout:**

- Introduced Curtis Knight, also of Cal Trout.
- Gave brief overview of subject.
- Would like to come to the Board on a quarterly basis in the future.

### Note

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- Would be wonderful opportunity to have a regional discussion. Looking at hatcheries but also how to improve them; hatcheries and Infrastructure.

**Curtis Knight, Cal Trout:**

- Lives in Mt. Shasta; does legislative work in Sacramento.
- Encouraged questions.
- Their intent with SB 1148 was to reinvigorate and maintain the balance of AB 7.
- Goal: building up infrastructure of hatcheries; last resort go out to private hatcheries. This legislation can help move us in the process.
- We need to stay collectively together to grow the pot bigger.
- He has a lot of mutual respect with Senator Cogdill; although they didn't agree on a lot of things, they did come to some compromises in the language of the bill.
- Wild Trout definition: those that spawn, reproduce in the wild.

**Supervisor Johnston:**

- AB 7 – being ignored by Dept. of Fish and Game, why additional legislation instead of enforcement action? (Curtis: The bill has not been met for a variety of reasons.)
- If you're all on the "same page", why so controversial? (Curtis: not trying to tip balance any one way. Differences here will take a couple years to see. This legislation only takes us so far.)
- Subsequent agenda items on letters, why not veto SB 1148? (Curtis: he thinks it's in the Board's best interest to support SB 1148.)

**Supervisor Hansen:**

- Questions Fish and Game and AB7. He's afraid the state will trump our existing fishing, whether good or bad. (Curtis: production of fish under 1148: in 2015 if they aren't following law, there will be some leverage.)

**Supervisor Hunt:**

- Concerned about moratorium. (Curtis: doesn't prevent department from doing what they are already allowed to do; not meant to limit, it's an added thing.)

**Supervisor Bauer:**

- All around, goals not being met.
- Where is \$2 million for extra positions coming from?
- Discussion about Ospreys and Bald Eagles. What is wild trout definition? We need lots of higher level discussions beyond AB7 and SB 1148.
- Lawsuits – is Cal Trout involved? (Curtis: no.)
- She would be concerned that there could be a bait and switch – the two arms of DFG war with each other now.

7c) Senate Bill 1148 (Pavley) and Senate Bill 505 (La Malfa) (Board of Supervisors) - Two letters addressed to Governor Brown from the Board of Supervisors: 1) opposing SB 1148 (Fish and Game Commission, Department of Fish), and urging the Governor to veto this bill; and 2) supporting SB 505 (Fish: Licenses, Trout Hatcheries), and urging the Governor to support this bill. The Board of Supervisors requested this agenda item.

**M12-197 Action:** Approve the letter opposing SB 1148 and approve the letter supporting SB 505; authorize the Chair of the Board of Supervisors to sign

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both letters.

**Hunt moved; Hansen seconded**

**Vote: 4 yes; 0 no; 1 absent: Hazard**

**Senator Cogdill:**

- Roots run deep in Mono County; this issue is important to him. Honor for him to serve Mono County.
- Gave history about AB7 and the process that has brought us to this point today.
- History of SB 1148 and the process that has happened: trout issue was secondary; he has general problems with the entire process of this bill. He believes bill favors things DFG wants.
- Discussed his specific concerns.
- Doesn't strengthen AB 7 in any way.
- Also to be addressed: DFG has historically charged the HIFF 25% for administration.
- Encourages strongly for the board to oppose SB 1148.

**Tim Alpers:**

- Takes different perspective, talking about what happens from the bottom up.
- Very bottom level of hatchery system in California, the workers – they work for low wages, a shrine should be built for these people.
- Need real commitment to continuity in the hatcheries in order to continue to produce quality fish.
- Angling public and business people are who will be hurt with this.
- He's interested in sitting down for a discussion.
- Need to oppose bill to get better consensus, to keep hatchery system alive. It's shouldn't go as it is written.

**Supervisor Hunt:**

- What's probability that this bill will go through? (Cogdill: he thinks there is still a chance to get bill vetoed.)
- His basic concern is impact to our economy. He is supportive for discussions for better legislations but recommends letters get sent as recommended.

**Supervisor Hansen:**

- AB7 is not working out, why would this bill?
- He thinks this bill will be signed; won't go hand in hand with what we're doing now.
- He believes we need to protect ourselves and support the recommended action.

**Supervisor Johnston:**

- Thanked everyone.
- It's disturbing how this bill has morphed into a fish bill, it sickens him.
- Also disturbing that the tail is wagging the dog; Dept. of Fish and Game doing what they want and ignoring the law.
- Ridiculous to come up with a whole new bill because one isn't being followed.
- He's supportive of the letters being recommended.

**Supervisor Bauer:**

- DFG is the problem, not very functional. We need a new model, working around them isn't working.
- The nature of the conversation needs to change.
- She also supports signing the letters right now.

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**Mark Drew:**

- Doesn't like the us vs. them scenario.
- Maintaining healthy eco-systems very important, not just hatcheries.

7d) Western Counties Alliance (Ken Brown, Executive Director) - Mr. Brown of Western Counties Alliance will give a brief Public Land Update to the Board. This item is being sponsored by Chairperson Bauer.

**Action: None.**

**Ken Brown, WCA:**

**Update on the following items:**

- PILT – extended one year to June of 2013.
- Secure Rural Schools – expired in 2011, extended one yar.
- Sage Grouse – very hot topic.
- Wild Horse Burro
- Public Land Transfer
- Grazing Fees
- Other Issues – encourage counties to continue protect access on public land.
- Gave list of membership and organization history.

**Supervisor Bauer:**

- Inyo Counties is part of WCA. Any other county in California?
- No decision can be made to join the group at this stage; should wait until January at least. Maybe address at that time?

**Supervisor Hunt:**

- Other western counties?

**Supervisor Hansen:**

- With new Supervisors being sworn in January 2013, he would like to see Mono County join this Alliance. He feels with our issues, it would be helpful.

**Supervisor Johnston:**

- Does your organization support wilderness preservation or wilderness bills?
- Collaborative Planning Team we have is successful in addressing most of these same issues.

\*\*\*\*\*

**LUNCH**

\*\*\*\*\*

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

*No one spoke.*

**SOCIAL SERVICES**

8a) Award of Contract to Wild Iris (Julie Tiede) - Award of Contract to Wild Iris to provide services directed at preventing child abuse and promoting safe and stable families.

**M12-198 Action:** Award Wild Iris the contract amount of \$41,118.00 and approve

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that the County enter into the proposed contract. Authorize Julie M. Tiede, Mono County Director of Social Services to execute the contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Director of the Department of Social Services may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel.

**Hansen moved; Hunt seconded**

**Vote: 4 yes; 0 no; 1 absent: Hazard**

**Julie Tiede:**

- Explained item, services to be covered with this contract.
- Requesting approval for a contract with Wild Iris.

## ELECTIONS

- 9a) Appointments to Boards of Special Districts (Lynda Roberts) - Special District elections are held in November of even years as part of the General Election. Pursuant to California Elections Code §10515(a) and (b), the Board of Supervisors shall make appointments to special districts when fewer candidates file than seats available, or when no candidates file. The Board of Supervisors needs to establish a procedure for making these appointments.

- R12-64** **Action:** Adopt Resolution R12-64, "A Resolution of the Mono County Board of Supervisors Establishing a Process to Solicit Names of Qualified Persons Whom the Board of Supervisors may consider for Appointment to a Special District Elective Office whenever such an appointment is required by California Elections Code section 10515".

**Johnston moved; Hunt seconded**

**Vote: 4 yes; 0 no; 1 absent: Hazard**

**Lynda Roberts:**

- Discussion about Special District appointments when there are not enough (or no) candidates to fill the seats.
- Board needs to make appointments to these vacant seats but we don't have a procedure to do this.
- Explained procedure outlined in proposed resolution.
- There will be a letter sent to Special Districts asking them to provide names within 30 days; if none provided, then announcement in paper and asking for letters of interest, board members could also make recommendations.
- Plan to have educational workshops in the future for the special districts.

**Supervisor Hunt:**

- What has been done in the past?

**Supervisor Bauer:**

- There are a lot of layers involved with this process.
- Asked about filing deadlines.

## Note

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- Does it matter how the districts get names to the Board?

**Supervisor Hansen:**

- Was this information already sent to the Lee Vining Fire Protection District?

**Supervisor Johnston:**

- If we need an amendment later that's ok, we should vote on this now.

**Marshall Rudolph:**

- Elections Code/State Law.
- Two different settings that are confusing.
- Board can appoint *any* qualified person but the resolution is trying to address a process about this.
- "Supervising Authority" = Board of Supervisors.
- Advised Board that attorney David Baumwohl has voice a concern with the proposed resolution but he is not certain what he opposing. We could defer vote.

## FINANCE

**Additional Departments:** County Administration, Public Health

10a)

County Emergency Medical Services System (Rick Keller) - Presentation by Rick Keller of Fitch & Associates on their draft report evaluating the County's emergency medical services system.

**Action:** Receive draft report. Consider any requests of Fitch & Associates for additional information or analysis.

**Rick Keller, Fitch & Associates:**

**Evaluation of Mono County Emergency Medical System Draft Report:**

- They have been giving presentations at various public meetings.
- Overview of how they've gotten to where they are today.
- Went over key recommendations (included with support submitted).
- Going to require: support of ICEMA, Approval from the State for a pilot program.
- In the future: there will be quality based reimbursement and providing of other services.
- Opened up for questions and direction on what needs to be included in the final report.
- Shouldn't be a lot longer of a process to address recommendations from today's meeting.

**PUBLIC COMMENT:**

**Sheriff Scholl:**

- There are references to "what the Sheriff believes", but he has never seen report or talked directly to anyone from Fitch. He encourages a remedy to this prior to final report.

**Rick Mitchell (paramedic):**

- Been with ambulance services for 28 services.
- Hoping this would be countywide study, it doesn't include highway 6.
- Issue of \$2.9 million in arrears to come out of general fund: there are caveats to this.
- There are 19 certified fire personnel in the EMS ranks. Four of the remaining five have completed most of the training. One isn't interested.

**Note**

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

- The medics do training for fire department right now. They help these districts a lot already.
- EMTS/Paramedics: you can't hire medics and classify them as EMT and expect them to have enough incentive to remain on the job.
- Goal: maximize county and fellow personnel – they need vision.

**Fred Stump:**

- Report left out Highway 6 corridor entirely; there is a need out there.
- Allusions to upgrading EMT training and that county needs to provide more money into EMT training. They already do this. How many part timers would be available to fill in shifts and still be available to live here?
- Public outreach meetings: haven't been very well publicized, the media didn't know about it. Suggests that when final report comes out, have another round of public outreach that is better publicized.
- Legally, Rick Mitchell is not a firefighter with the training required, etc.
- Training issue: training received from medic program has been fairly minimal.

**Tim Fesko:**

- There should be a public meeting at North county, not having one is doing a huge disservice

**Julian McCoy (paramedic):**

- If we switch to paramedic/EMT shifts, it would be limiting; either people won't pursue it or they will leave the area.

**SUPERVISOR COMMENTS:**

**Supervisor Johnston:**

- Biggest gap: nothing about highway 6. Report needs to incorporate this in some way.
- A lot of good ideas to changing to part time or changing to Paramedic/EMT but he understands the downsides as well. Needs to be put into context.
- Public employees should be able to do more than just one discipline. (EMS doing fire stuff and vice-versa.) Need a multi-disciplined approach.
- Definitely needs more advertisement.

**Supervisor Hansen:**

- Medics should be utilized as much as we can.
- He would like to see some of these questions answered in final report.

**Supervisor Hunt:**

- There are deficiencies in draft that need to be addressed. We need to look at other areas in the west for ideas, a different model.
- There should be more discussion about sectioning off different parts of the county.
- He'd like to see some scheduling options; ways to save money by saving overtime costs. Need to provide adequate services but reduce costs.

**Supervisor Bauer:**

- Of the \$500 increase mentioned, would that amount come out of their pockets?
- Great work on the community paramedic piece.
- The dollars are what started discussion; this program always on the chopping block. Needing to find a way to make the medics sustainable in the future.
- She's finding gaps in the draft report that she's not comfortable with.
- It's better to continue discussion instead of short circuit it. Going to take more time.

**Note**

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

## PUBLIC WORKS - ROAD DIVISION

### **Additional Departments:** County Counsel

- 11a) Mailbox Ordinance (Marshall Rudolph, Jeff Walters) - Proposed ordinance adding section 13.04.025 to the Mono County Code, pertaining to mailboxes.

**Action:** None. Direction was provided to staff.

#### **Marshall Rudolph:**

- Revised version based on what was heard at last meeting and what was the direction of the majority of the board.
- Idea of revised version is to take provision of previous ordinance – existing mailboxes would not be codified.
- Board wanted to take short term, proactive approach.
- Gave overview of new Ordinance and read new section (two); there is a deadline of December 31<sup>st</sup> within the Ordinance.
- Responded to Fred Stump's issues. Multiple encroachments can and always have been allowable under one permit.
- This is all only clarification of existing law; but there appears to be confusion about mailboxes.
- If we do nothing and leave it status quo and someone else builds a huge stone mailbox with no permit, it opens up a can of worms about enforcing encroachment issues.
- What if design is not safe that is accepted as an eligible fee waiver?
- Not urgent or fast moving.
- The vast majority of mailboxes put in are fine. Track record pretty good that if we do nothing we'll be fine.
- Have inventory done before another ordinance is drafted.

#### **Fred Stump:**

- Still has concerns with new language and the permit fees.
- The time limit isn't flexible enough.
- Encroachment permit would still require some type of engineer drawing – that will cost people money.
- No reference if this conflicts with postal service regulations.

#### **Tim Fesko:**

- We have code that already talks about encroachments; are we going to get down the road and need a landscape and driveway ordinance?
- Why not go back to the original code?
- The amount of time/money being spent on this and to be spent on this is a lot.
- May be issues with December 31<sup>st</sup> deadline.

#### **Jeff Walters:**

- Prior to 2010 instance, there was a mailbox constructed that didn't meet qualifications. In this instance, the people moved their mailbox.
- Concern: what is truly our right of way?

#### **Supervisor Johnston:**

- He suggests we: inventory what we have (maybe with photos); identify non-compliant mailboxes, these would need a permit – all the rest, they are

#### **Note**

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grandfathered in; for new things, require an encroachment permit, no fee and it's wrapped into existing encroachment permit for driveway, etc.

**Supervisor Hansen:**

- This is the second or third time Jeff has brought this here.
- Most of crew probably already know where the mailboxes are;

**Supervisor Hunt:**

- What happens if we don't act? How urgent is it?
- Thinks Supervisor Johnston's idea might work.

**Supervisor Bauer:**

- Likes Supervisor Johnston's idea except for the inventory part.

ADJOURNMENT 3:35 p.m.

ATTEST:

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VIKKI BAUER  
CHAIR

---

SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD

§§§§§

**Note**

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Community Development -  
Planning Division

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Appoint New CAC Member

---

### AGENDA DESCRIPTION:

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

Consider appointment of one new member to the June Lake Citizens Advisory Committee, as recommended by Supervisor Bauer.

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### RECOMMENDED ACTION:

Appoint Jarrod Lear to the June Lake Citizens Advisory Committee.

---

### FISCAL IMPACT:

No fiscal impacts.

---

**CONTACT NAME:** Courtney Weiche

**PHONE/EMAIL:** 760.924.1803 / cweiche@mono.ca.gov

---

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

**SEND COPIES TO:**  
Courtney Weiche

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

**Click to download**

 [Staff Report](#)

 [Application](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/24/2012 8:50 AM	County Administrative Office	Yes
9/25/2012 10:20 AM	County Counsel	Yes
9/20/2012 1:08 PM	Finance	Yes

# Mono County Community Development Department

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

## Planning Division

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

October 2, 2012

**To:** Mono County Board of Supervisors  
**From:** Courtney Weiche, Associate Planner, for Vikki Bauer, Supervisor  
**Subject:** Appointment of June Lake Citizens Advisory Committee Members (Consent Item)

### Action Requested

Consider appointment of one new member to the June Lake Citizens Advisory Committee, as recommended by Supervisor Bauer.

### Fiscal/Mandates Impact

No fiscal impacts are expected.

### Current Fiscal Year Budget Projections

No impact is expected on current fiscal year budget projections.

### Discussion

Supervisor Bauer, District 3, requests Board consideration of her recommendation for membership / term for the June Lake Citizens Advisory Committee (9 members total).

New members recommended for appointment:

Terms to Expire (all four-year terms):

- Jarrod Lear 12-31-12  
(would fill Carl Williams seat)

Other existing members (for information):

Jerry Allendorf	12-31-12
Rob Morgan	12-31-12
Alan Sagot	12-31-12
Connie Black	12-31-14
BZ Miller	12-31-14
Dave Naaden	12-31-14
Dan Roberts	12-31-14
Jil Stark	12-31-14

If you have any questions regarding this item, please contact Supervisor Bauer or Courtney Weiche at 924-1803.

### Regional Planning Advisory Committees

P.O. Box 147  
Mammoth Lakes, CA 93546  
760-924-1800 phone, 924-1801 fax  
comindv@mono.ca.gov

P.O. Box  
Bridgeport, CA  
760-932-5420 phone  
www.mono.com

### RPAC MEMBERSHIP APPLICATION

This application is for membership in the following RPAC (choose one):

- Antelope Valley
- Benton/Hammil
- Bridgeport Valley
- Chalfant/Tri-Vailey
- June Lake CAC (Citizens Advisory Committee)
- Long Valley
- Mono Basin
- Paradise/Wheeler

Name: Jarrod Lear

Address: P.O. Box 111 71 Los Angeles St

City/State/Zip: June Lake CA 93529

Phone (day): 760-914-3315 Phone (eve.): 760-914-3315

E-mail: jlear75@yahoo.com

Occupation/Business: Ernie's tackle shop + Tiger Bar

Special interests or concerns about the community:

Reopening June MTN and Helping Community  
move forward. Also tourism and fishing

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature Jarrod Lear Date 9/2/10



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Public Works - Solid Waste  
Division

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**SUBJECT** Solid Waste Task Force Bylaws  
and Membership

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Approve Mono County Solid Waste Task Force bylaws and membership, as recommended by the Solid Waste Task Force.

### RECOMMENDED ACTION:

Consider bylaws of the Solid Waste Task Force, and approve as recommended.  
Approve/appoint members of the Solid Waste Task Force, as recommended.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5453 / tdublino@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

## ATTACHMENTS:

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- [📄 Staff Report](#)
- [📄 Recommended Membership](#)
- [📄 Recommended Bylaws](#)

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History		
Time	Who	Approval
9/12/2012 7:58 AM	County Administrative Office	Yes
9/26/2012 1:38 PM	County Counsel	Yes
9/12/2012 8:02 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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:** October 2, 2012, 2012  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Solid Waste Superintendent  
**Subject:** Bylaws and Appointments to Solid Waste Task Force

## **Recommended Action:**

Approve bylaws of the Mono County Solid Waste Task Force and approve appointed members.

## **Fiscal Impact:**

None. Positions are not compensated and activities are performed on a volunteer basis.

## **Background:**

Section 40950 of the California Public Resources Code requires each county to establish a task force to assist in the development of certain solid waste planning documents and to assist in the formulation of countywide goals and policies for the solid waste program. The task force membership must be determined by the county and confirmed by the incorporated cities within its jurisdiction. Specific requirements for the number and source of members are not established, but the task force is typically comprised of representatives from the local solid waste industry, governmental agencies, local environmental organizations, and the general public.

In November, 1999, the Mono County Board of Supervisors established an eight-member solid waste task force, with subsequent ratification by the Town Council. Membership was modified in May, 2004 to replace those who had become inactive. In 2006 it was again necessary to formally appoint new members with the emergence of D&S Waste Removal and Sierra Conservation Project and the change in personnel in Public Works, the Town of Mammoth Lakes, and Mammoth Disposal.

## **Discussion:**

It has become evident that the solid waste system in the county, and potentially the users of that system, will undergo dramatic shifts in the next decade. This is due to a variety of factors, but these imminent changes have made it increasingly important to bring together stakeholders in an effort to develop future plans for the solid waste system. The Solid Waste Task Force appears to be the logical group for this effort.

The group has met on three occasions in the last two months, and has had productive discussions regarding several issues it hopes to address. One of the first orders of business was to develop bylaws and to appoint members according to those bylaws. Following a

thorough discussion of the first draft, and review of the second draft, the group has recommended the current draft for the Board's consideration.

The group also suggested additional members, and agreed to the continuation of current appointees. The proposed 11 member panel represents a similar structure to the group in years past, with the addition of three members, one representing the lodging industry, one representing the construction industry and a third 'at large' member.

If you have any questions regarding this item, please contact me at 760.932.5453.

Respectfully submitted,

Tony Dublino  
Solid Waste Superintendent

**Membership, as recommended by SWTF, September, 2012**

**Representative from Mono County**

Tony Dublino

**Representative from the Town of Mammoth Lakes**

Johnny Goetz

**Representative from D&S Waste Removal, Inc.**

Kevin Brown

**Representative from Mammoth Disposal, Inc.**

Pat Fenton

**Representative from Sierra Conservation Project**

Brian Robinette

**Representative from Mammoth Mountain Ski Area**

Ron Cohen

**Public-At-Large North County**

Tim Fesko

**Public-At-Large South County**

Lisa Isaacs

**Representative from the Construction Industry**

Jesse Baldwin

**Representative from the Lodging Industry**

To Be Determined

**Member At Large**

Karl Schnadt / MCWD

**LEA Program Manager/Mono County Health Department**

Jill Kearney

# **Mono County Solid Waste Task Force Bylaws**

## **ARTICLE I**

### **Legal Authority and History**

The Mono County Solid Waste Task Force (SWTF) shall be the Local Task Force as required by California Public Resources Code Section 40950. A seven member solid waste task force was originally established by the Mono County Board of Supervisors in January, 1990 and confirmed by the Town of Mammoth Lakes in April, 1990. In November 1999, the Mono County Board of Supervisors established an eight member solid waste task force, with subsequent ratification by the Town Council. Membership has been modified several times since then to reflect emerging stakeholders and personnel changes.

## **ARTICLE II**

### **Purpose**

The purpose of the SWTF is to allow various government agencies, solid waste haulers, and other stakeholders to discuss issues and topics of mutual interest. To the extent that a consensus can be reached among the membership, the SWTF may offer suggestions to the Board and Council on matters relating to municipal solid waste and hazardous waste management, operation and maintenance of the landfills and transfer stations within the County and the Town, and other facilities related to the County and the Town's solid waste disposal system.

## **ARTICLE III**

### **Duties**

The SWTF shall meet at least on a quarterly basis to discuss and make recommendations to the Board and Council regarding management of the County and Town's solid waste disposal systems. These recommendations and other duties shall consist solely of and pertain solely to:

1. Advise jurisdictions responsible for the Source Reduction and Recycling Element, Household Hazardous Waste Element and Non-Disposal Facility Element preparation, and review goals, policies, and procedures for jurisdictions, which, upon implementation, will aid in meeting the solid waste management needs of the county, as well as the mandated source reduction and recycling requirements of [Public Resources Code section 41780](#).
2. Assist jurisdictions in the implementation of the SRRE, HHWE, and NDFE.

3. Provide technical guidance and information regarding source reduction, waste diversion, and recycling to local jurisdictions during preparation and revision of the SRRE, HHWE and NDFE. Such information may be presented to the general public at public hearings and upon request by members of local government and community organizations.
4. Identify solid waste management issues of countywide or regional concern.
5. Determine the need for solid waste collection and transfer systems, processing facilities, and marketing strategies that can serve more than one local jurisdiction within the region.
6. Facilitate the development of multijurisdictional arrangements for the marketing of recyclable materials.
7. To the extent possible, facilitate resolution of conflicts and inconsistencies between or among city and county source reduction and recycling elements.
8. The task force shall develop goals, policies, and procedures which are consistent with guidelines and regulations adopted by CalRecycle, to guide the development of the siting element of the countywide integrated waste management plan.

## **ARTICLE IV**

### **Composition and Voting**

#### **Section I—Membership**

The SWTF shall be composed of ten voting members and one non-voting member, according to the following affiliations:

##### **Voting Members:**

1. Solid Waste Superintendent for Mono County
2. Public Works/Solid Waste Representative from the Town of Mammoth Lakes
3. Representative from D&S Waste Removal, Inc.
4. Representative from Mammoth Disposal, Inc.
5. Representative from Sierra Conservation Project
6. Representative from Mammoth Mountain Ski Area
7. Public-At-Large North County
8. Public-At-Large South County
9. Representative from the Construction Industry
10. Representative from the Lodging Industry
11. Public at Large

Non-Voting Member:

1. LEA Program Manager/Mono County Health Department

### **Section II—Terms of Office**

Voting members 1-6 and Non-Voting Member 1 shall enjoy perpetual membership to the SWTF. The appointed representatives shall be controlled by the individual organizations they represent, and may change from time to time.

Voting members 7-11 have two-year terms, which can be renewed without limit. These members shall be recruited and recommended by the current SWTF, and shall be formally appointed by both the Board and the Council. Members 7-11 shall not be employed by, or be elected or appointed officials of the Town of Mammoth Lakes or the County of Mono. No appointment of any member in these categories shall be made without the consent and concurrence of both the Board and the Council.

### **Section III—Voting Privileges**

Each voting member of the SWTF shall be entitled to one vote on all issues presented at regular and special meetings at which the member is present.

### **Section IV—Committees of the SWTF**

The SWTF may establish such ad hoc, standing, or technical advisory committees as needed to carry out the purpose of the SWTF, and to provide input on solid waste management issues from various areas of expertise.

## **ARTICLE V**

### **Meetings**

#### **Section I—Time of Meetings**

The SWTF shall meet regularly, at least quarterly, at a time and place to be fixed by the SWTF, and shall hold special meetings which, from time to time, shall be called by the Chair. Meetings shall be open to the public. Meetings shall be held in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. (Brown Act).

#### **Section II—Conduct of Meetings**

A. Seven members constitute a quorum for the transaction of business at any meeting of the SWTF. If fewer than seven members are present at a meeting, those members present may adjourn the meeting from time-to-time without further notice.

B. In the event that the SWTF convenes a meeting with at least seven and no more than nine members, the act of five affirmative votes shall be the act of the SWTF. In the event the SWTF convenes a meeting with 10 or more members, the act of a majority of voting members present shall be the act of the SWTF

C. All meetings shall be conducted in accordance with the Brown Act.

**ARTICLE VI**  
**Officers and Duties**

**Section I—Officers**

The officers of the SWTF shall be the Chair, the Vice-Chair and the Clerk.

**Section II—Appointment of Officers**

The Chair shall be the Solid Waste Superintendent of Mono County. The Vice-Chair shall be the Representative from the Town of Mammoth Lakes. The Clerk shall be appointed by the Chair, accepted by the appointee, at the beginning of each meeting of the SWTF. The Chair or Vice-Chair may serve as the Clerk as necessary.

**Section III—Duties**

- A. The Chair shall preside at all meetings and is entitled to vote on all issues.
- B. The Vice-Chair shall preside in the absence of the Chair.
- C. In the event the Chair and Vice-Chair are both absent at a meeting for which a quorum is present; those members in attendance shall elect an ad hoc Chair for that meeting.
- D. The Chair calls regular meetings of the SWTF, prepares and distributes the agenda, and may call special meetings of the SWTF and may establish ad hoc committees as needed from time to time.
- E. The Clerk shall keep minutes of the SWTF meetings, which are provided to and distributed by the Chair.

**ARTICLE VII**  
**Removal and Addition of Members**

All members shall serve at the pleasure of their appointing authorities and such authorities may remove or replace their appointee at any time. Any vacant position shall be filled in the same manner as the original appointment.

Any member who fails to attend three consecutive regular meetings of the SWTF without previous notice or excuse shall automatically vacate his or her position.

**ARTICLE IX**  
**Amendments to the Bylaws**

These Bylaws may be added to, amended, or repealed. Adoption of new or amended Bylaws, or repeal of Bylaws, shall be recommended to the Board of Supervisors and Town

Council by a majority vote of the members of the SWTF at any regular or special meeting called for that purpose, at which a quorum is present. All amendments to the Bylaws, after approval by the SWTF, shall be effective only upon approval of the Board and Council.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Clerk of the Board

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Inyo National Forest  
Environmental Assessment  
Information

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### AGENDA DESCRIPTION:

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

Letter and attachments dated September 12, 2012 from Ed Armenta, Forest Supervisor, regarding an environmental assessment (EA) for a proposal to implement a Forest Order closing endangered Sierra Nevada bighorn sheep habitat to domestic goat use. Comments due October 14, 2012.

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### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Shannon Kendall

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

---

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

**Click to download**

 [USFS Letter](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/19/2012 9:49 AM	Clerk of the Board	Yes

---



RECEIVED

File Code: 2670

Date: September 12, 2012

SEP 17 2012

OFFICE OF THE CLERK

To our partners and interested public:

The Inyo National Forest is initiating an environmental assessment (EA) for a proposal to implement a Forest Order closing endangered Sierra Nevada bighorn sheep (SNBS) habitat to domestic goat use. Domestic goat use in the Sierra Nevada is generally for packing backcountry gear while visitors travel into wilderness areas.

### **Purpose & Need**

The purpose of this project is to support the Recovery Plan for SNBS (US Fish and Wildlife Service 2007) by addressing concerns regarding disease transmission between domestic goats and SNBS.

- Domestic goats can carry a variety of diseases which are communicable and deadly to native SNBS.
- Diseases introduced by domestic goats present a major threat to SNBS populations.
- Restricting proximity of domestic goats to SNBS populations is expected to reduce exposure of SNBS to disease.

The need for this proposed action involves continuing protection of SNBS from the risk of disease transmission and expanding this protection based on new information for SNBS.

- A previous forest order closed three areas to domestic goat use, these previous forest orders have now expired.
- SNBS critical habitat was designated in 2008, after the previous forest orders were implemented.
- SNBS populations have increased and populations have expanded into new areas since the previous forest orders.

The Inyo National Forest needs to update and continue protection of SNBS from disease transmission between domestic goats as described in the 2007 SNBS Recovery Plan (USFWS 2007).

### **Proposed Action**

The Federal action considered under this proposal is closure of SNBS habitat to domestic goat use. The Inyo National Forest proposes to close or limit domestic goat access to trails within designated critical habitat for SNBS. The proposed action would affect 103 trails covering 417 miles on the Inyo National Forest. This comprises 41 percent of the 1,113 trails (covering a total of 1,020 miles) on the Inyo National Forest.



The forest is proposing to close 100 trails or trail sections, covering approximately 330 miles, to domestic goat use. Three trails or trail sections, covering approximately 90 miles, would remain open to domestic goat use but goats would be limited to within 200 feet of trail at all times, and would be required to be tethered or otherwise restrained to prevent wandering further off trail and into suitable SNBS habitat. Attached please find a table displaying by trailhead and trail name the trails proposed for goat restrictions as well as maps of the SNBS herd units.

I invite you to participate in this public scoping by providing your comments on the proposed action and its anticipated effects. In order for comments to be included in the development of this Forest Order, comments should be received by **October 14, 2012**. Written comments must be submitted to:

Inyo National Forest  
Attn: Leeann Murphy  
351 Pacu Lane, Suite 200  
Bishop, CA 93514  
Fax (760) 873-2458  
Phone: (760) 873-2450

Electronic comments must be submitted in a format such as an email message, plain text (.txt), rich text format (.rtf), or Word (.doc) to: [lbmurphy@fs.fed.us](mailto:lbmurphy@fs.fed.us). Please include the subject: Forest Order closing SNBS habitat to domestic goat use.

An interdisciplinary team will consider public comments received during this comment period to help identify issues, formulate alternatives, and if necessary, revise the Proposed Action.

If you are interested in more detailed information on this project you may contact Leeann Murphy, Project Leader at (760) 873-2450 or [lbmurphy@fs.fed.us](mailto:lbmurphy@fs.fed.us).

Sincerely,



*for* EDWARD E. ARMENTA  
Forest Supervisor

**ATTACHMENT 1**

**Table Displaying by Trailhead and Trail Name the Proposed Closure and Buffer Areas.**

<b>Proposed Action</b>	<b>SNBS Herd Unit (or Closure Area)</b>	<b>Trailhead</b>	<b>Trail #</b>	<b>Trail Name</b>	
Close	Mt. Warren	Gardisky Lake TH	2504	Gardisky Lake	
		Lakes Canyon TH	2506	Lake Canyon	
		Lundy Canyon TH	2401	Lundy Canyon	
		n/a	25E102		
		Saddlebag Lake TH	2402	20 Lakes Basin Loop	
			2402A	Hess Mine	
			2402B	Shepherd Crest	
			2404	Saddlebag Lake Loop	
		Mt. Gibbs	n/a	2502A	Gem Pass Snow bypass
				2510	Glacier Canyon
	2602			Parker Lake	
	Rush Creek TH		2502	Alger Lakes	
	Walker Lake TH		2603	Parker Bench	
			2516	Bloody Canyon	
	Convict Creek	Convict Ck/Convict Lake Loop TH	2802	Convict Creek	
			2804	Laurel Lake to Edith Lake	
			28E201	Laurel Mountain	
			2802A	Dorothy-Bighorn Lake	
			28E201B		
			28E201C		
			28E201D		
		Fish Creek TH	2622	Fish Creek	
		McGee Pass TH	2808	McGee Mountain	
			2902	McGee Pass	
			2907	Hopkins Pass	
			2902A	McGee Pack Station	
			2902C	Baldwin Canyon	
			2902D	Steelhead Lake	
	2902E		Grass Lake spur		
	2902F	Baldwin Canyon cutoff			
	2902G	Big McGee Lake			
	Wheeler Ridge	Gable Lakes TH	3005	Gable Lakes	
			2911A	Morgan Mine Rd.	
		Lamarck Lakes TH	3004	Lamarck Lakes	
			3001	Piute Pass	
		Horton Lakes TH	3006	Horton Lakes	
			3006A	Basin Mountain	
		Little Lakes Valley TH	2912	Little Lakes Valley	
			2912C	Gem Lakes	
			2911	Morgan Pass	
		n/a	2908	Italy Pass	
			3007	Longley Reservoir	
3011			Elderberry Canyon		
30E301			Wheeler Crest		
3002A			Honeymoon Lake spur		
30E301A					

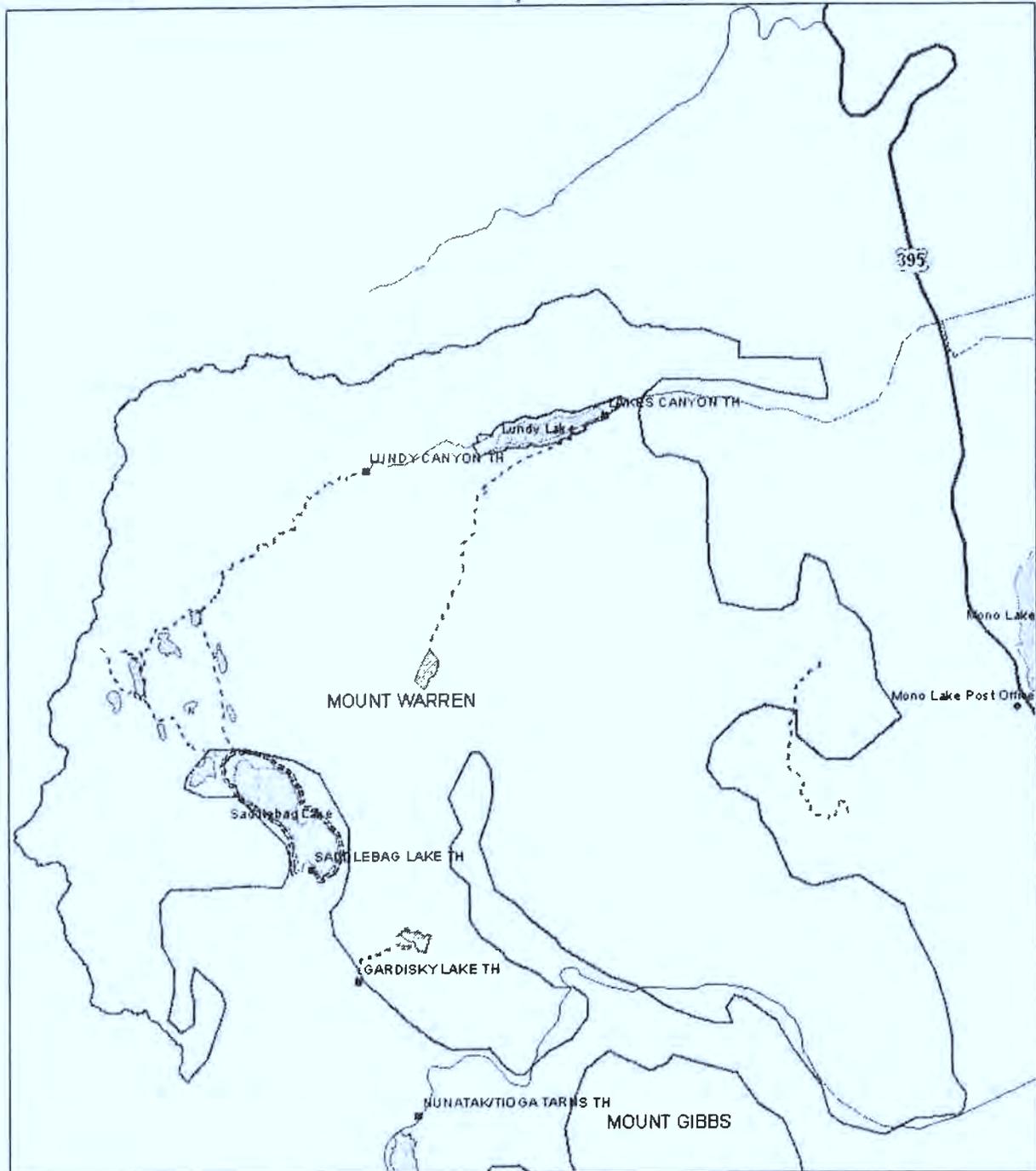
Proposed Action	SNBS Herd Unit (or Closure Area)	Trailhead	Trail #	Trail Name
		Pine Creek TH	3002	Pine Creek Pass
		Tamarack Lakes TH	3003	Tamarack Lakes
	Coyote Ridge	Baker/Green Lakes TH	3103	Baker Summit
			3104	Bishop Pass
			3104A	Rainbow Pack Station
			3104B	Treasure Lakes
			3104C	Mary Louise Lake
			3104D	Chocolate-Ruwau Loop
			Big Pine Creek SO Fork TH	3205
		3207		South Fork Big Pine Creek
		Big Pine Creek NO Fork TH	3205A	Waterfall
			3205C	Black Lake Loop
			3205D	Palisade Glacier
			3205E	Fourth Lake Cutoff
			3205F	Fifth Lake Spur
			3205G	Sixth Lake Hiker
	3205H		Summit Lake	
	3205I		Glacier Lodge to 1 <sup>st</sup> Falls Acc	
	n/a	3206 3208 3103ASD 3201SD 3321SD	Jigsaw Pass	
			Sage Flat Streamside	
			High Meadows Stock	
			Rawson Creek Stock	
			Shannon Canyon Stock	
	Taboose	Birch Lake TH	3302	Birch Lake
		Red Lake TH	3303	Red Lake
		Taboose Pass TH	3304	Taboose Pass
	Mt. Baxter	Baxter Pass TH	3427	Baxter Pass
		Onion Valley TH	3306	Golden Trout Lake
			3307	Kearsarge Pass
			3306A	Golden Trout Lake North Spur
		n/a	3315	Grand Group Mine
			3423	Parker Canyon
			3425	Sardine Lake
	Sawmill Canyon	Sawmill Pass TH	3401	Sawmill Pass
			3430	Sawmill to Birch Springs
			33E401	Armstrong Canyon Trail
			33E401A	
		33E401B		
		n/a	3304A	Shingle Mill Bench
	Mt. Williamson	Shepherd Pass TH	3402	Shepherd Pass
			3402B	Junction Pass
		n/a	3442	George Creek
Mt. Langley	Cottonwood Lakes TH	3513	New Army Pass	
		3523	Cirque Lake	
		3610	Little Cottonwood	

Proposed Action	SNBS Herd Unit (or Closure Area)	Trailhead	Trail #	Trail Name
				Creek
			3513A	Cottonwood Lakes Cutoff #1
			3513B	Cottonwood Lakes Cutoff #2
			3516C	Muir Lake
		Tuttle Creek TH	3521	Tuttle Creek Ashram
		n/a	3502	Cottonwood Canyon
			3516	Cottonwood Lakes
			3526	Diaz Creek
			3611SD	Wormhole Canyon
		Remain Open, limit 200 feet from trail	Convict Creek	n/a
Mt. Gibbs	Rush Creek TH		2605	Rush Creek
	n/a		2000.3	Pacific Crest Trail
Olancha Peak	n/a		2000.2	Pacific Crest Trail

# ATTACHMENT 2

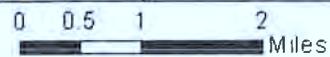
## Maps showing SNBS Herd Unit Closure Areas and Trail Restrictions

### Mt. Warren Herd Unit Proposed Goat Closure Area

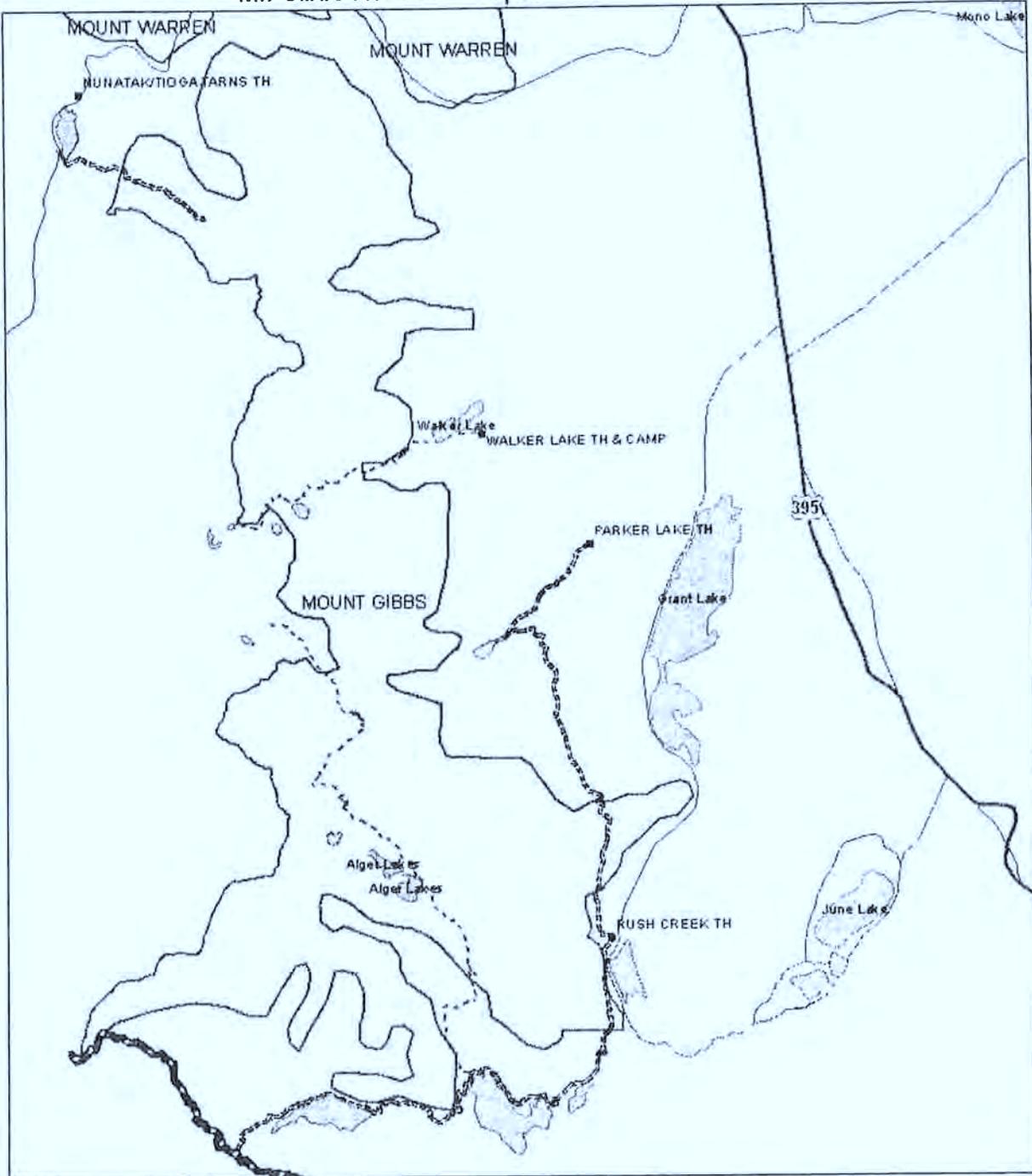


#### Legend

- Trailheads
  - Close
  - ..... Remain open, limit 200ft from trail
  - ▭ SNBS Critical Habitat
- Wilderness**
- PCT



### Mt. Gibbs Herd Unit Proposed Goat Closure Area

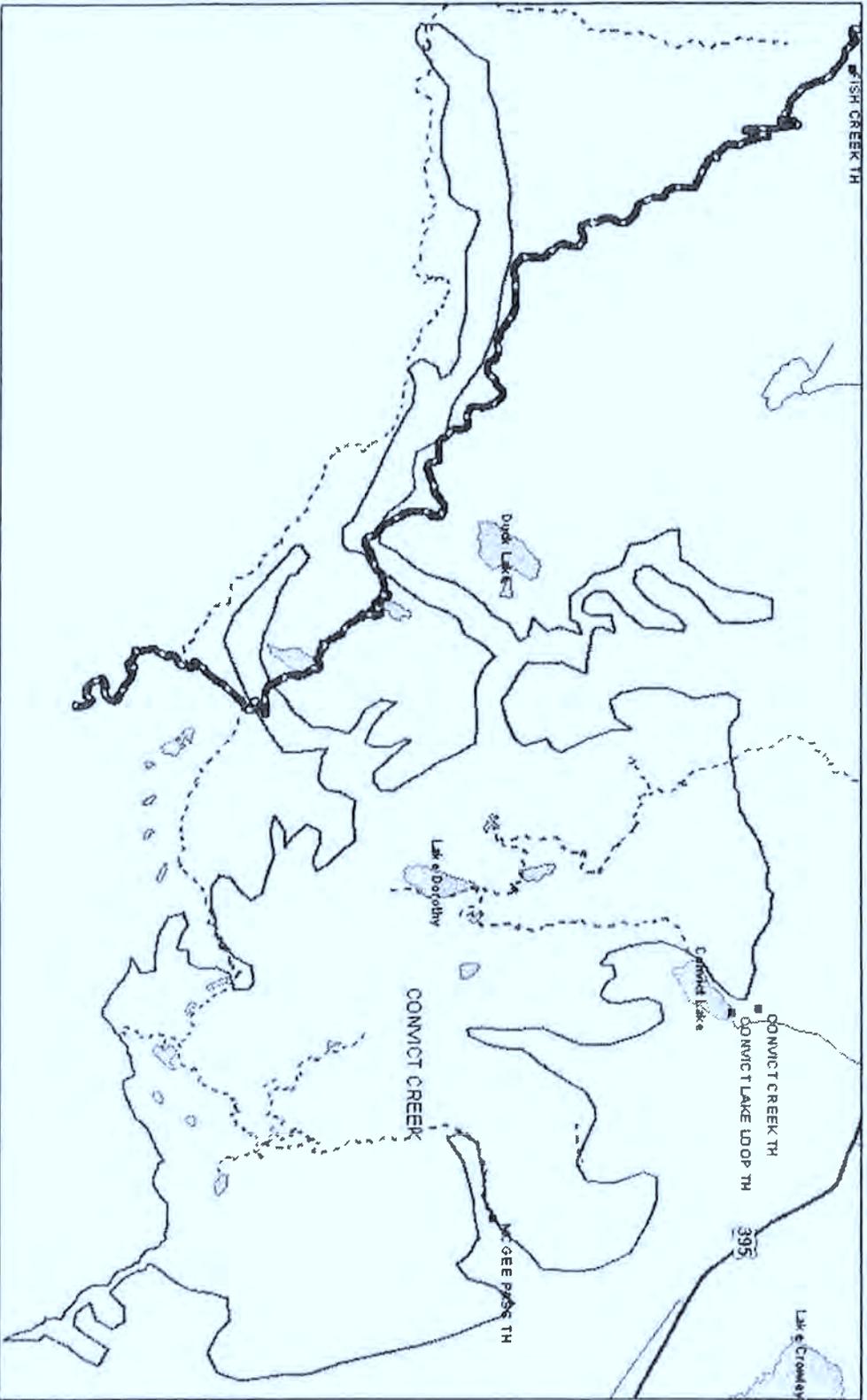


**Legend**

- Trailheads
  - - - Close
  - ..... Remain open, limit 200ft from trail
  - ▭ SNBS Critical Habitat
- Wilderness**
- ▬ PCT



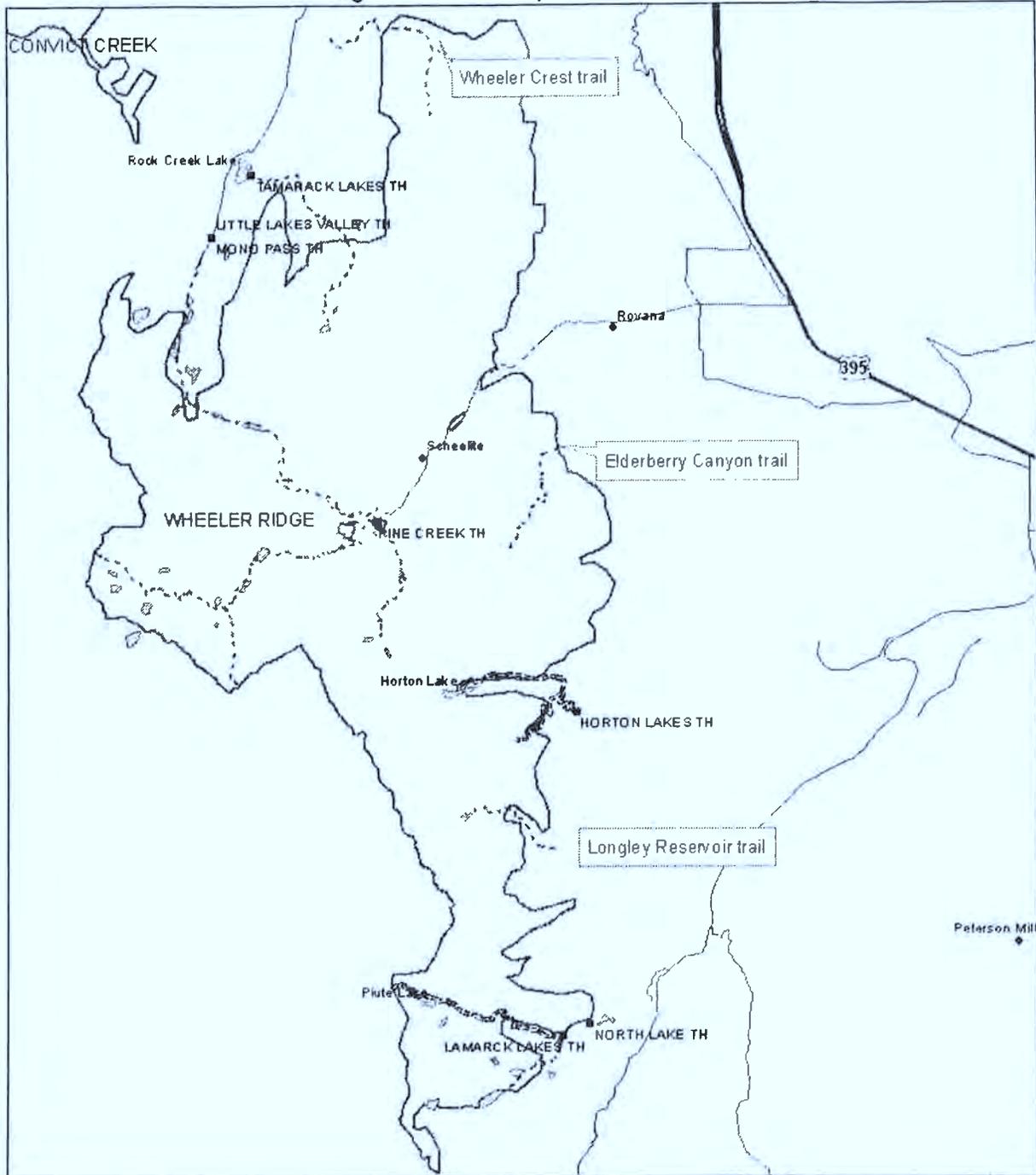
# Convict Creek Herd Unit Proposed Goal Closure Area



- Legend**
- Trailheads
  - Close
  - Remain open, limit 200ft from trail
  - SNBS Critical Habitat
- Wilderness**
- PCT



# Wheeler Ridge Herd Unit Proposed Goat Closure Area



**Legend**

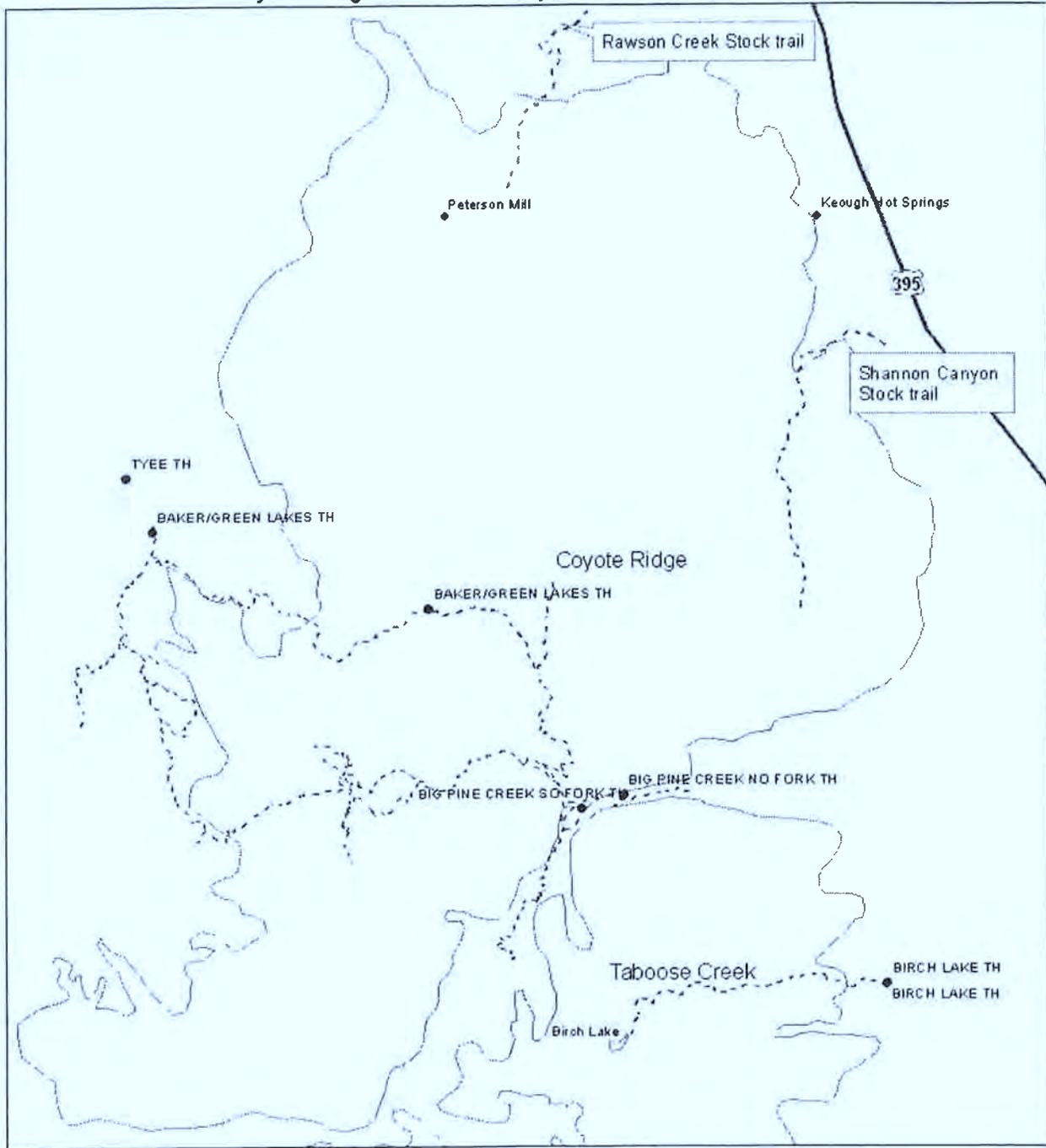
- ca\_cities
- Trailheads
- - - Close
- ==== Remain open, limit 200ft from trail
- SNBS Critical Habitat

**Wilderness**

— PCT



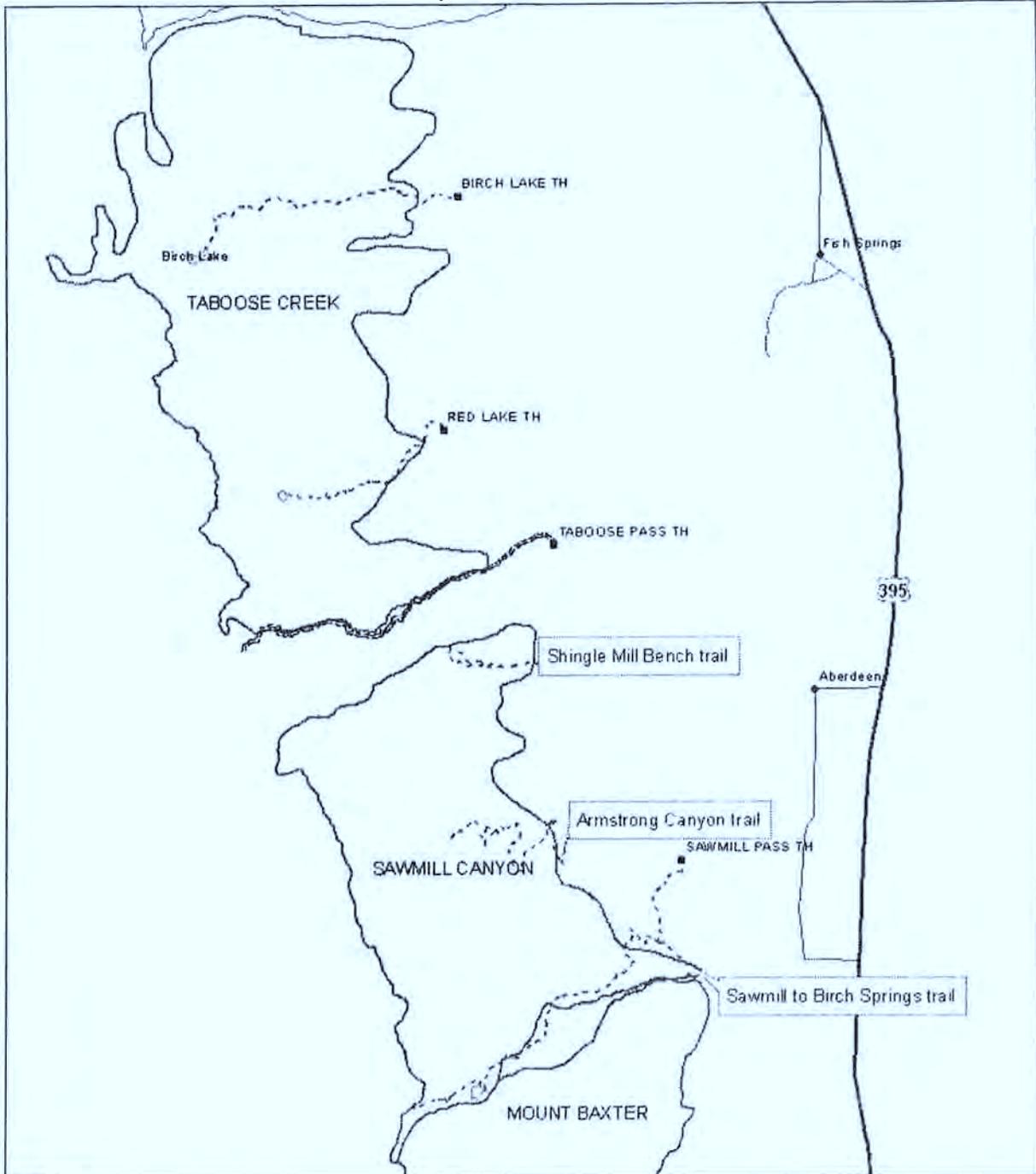
# Coyote Ridge Herd Unit Proposed Goat Closure Area



## Legend

- ◆ Cities/Towns
- Trailheads
- ▬ PCT
- - - Close
- ==== Remain open, limit 200ft from trail

# Taboose Creek & Sawmill Canyon Herd Units Proposed Goat Closure Area



## Legend

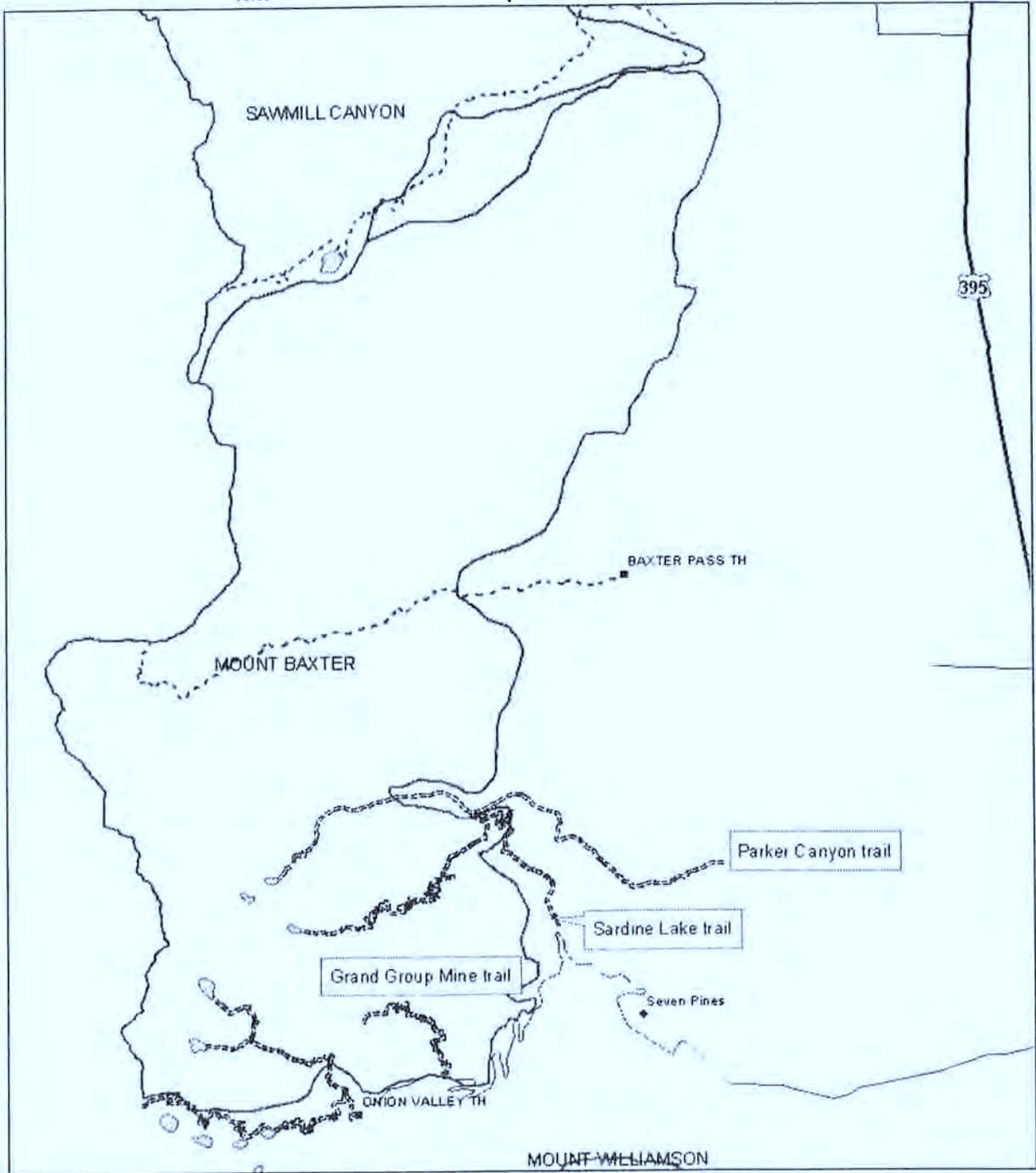
- ◆ ca\_cities
- Trailheads
- - - Close
- ==== Remain open, limit 200ft from trail
- SNBS Critical Habitat

## Wilderness

▬ PCT

0 1 2 4 Miles

### Mt. Baxter Herd Unit Proposed Goat Closure Area

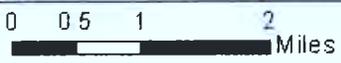


**Legend**

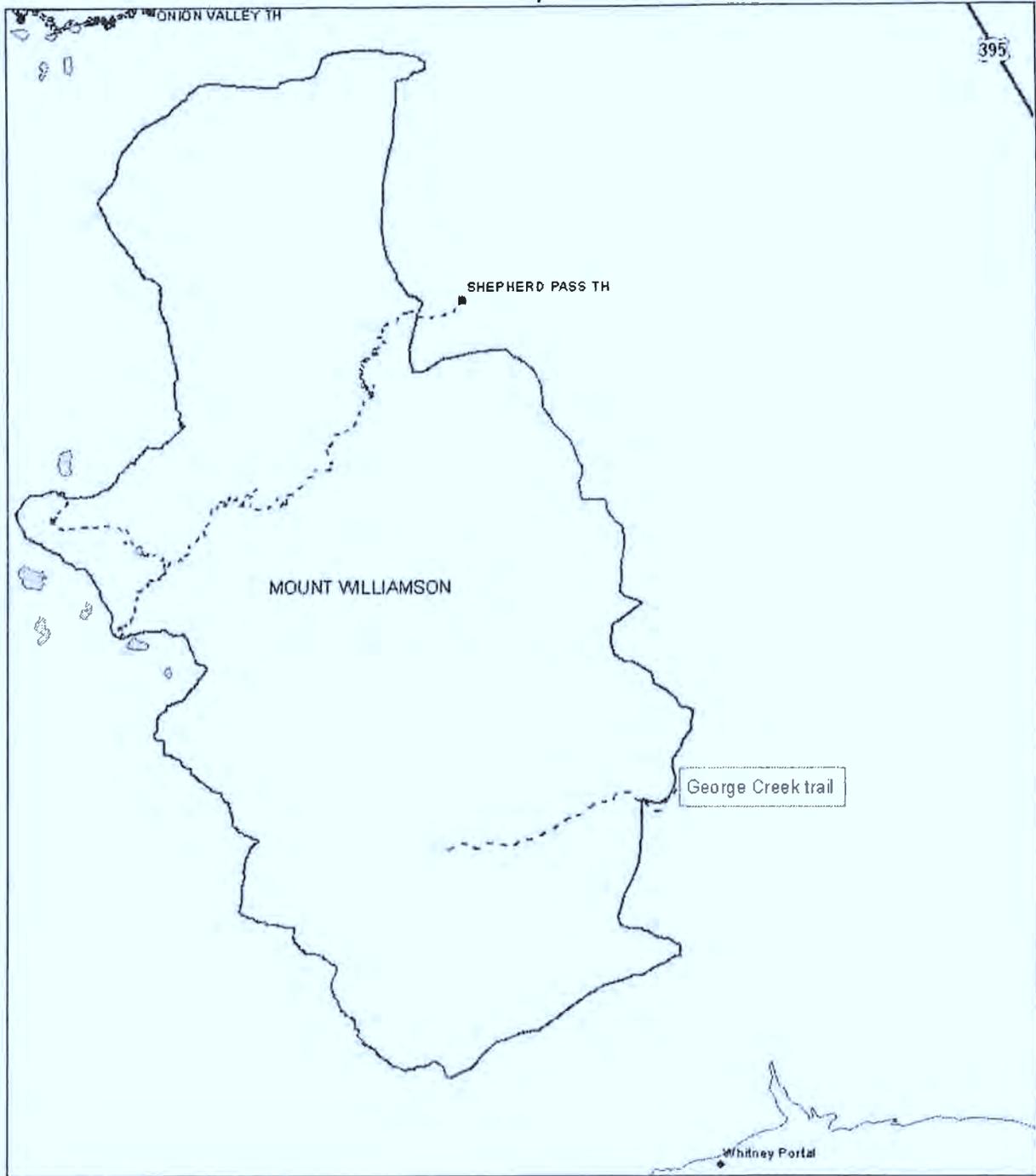
- ◆ ca\_cities
- Trailheads
- - - Close
- ==== Remain open, limit 200ft from trail
- SNBS Critical Habitat

**Wilderness**

▬ PCT



# Mt. Williamson Herd Unit Proposed Goat Closure Area

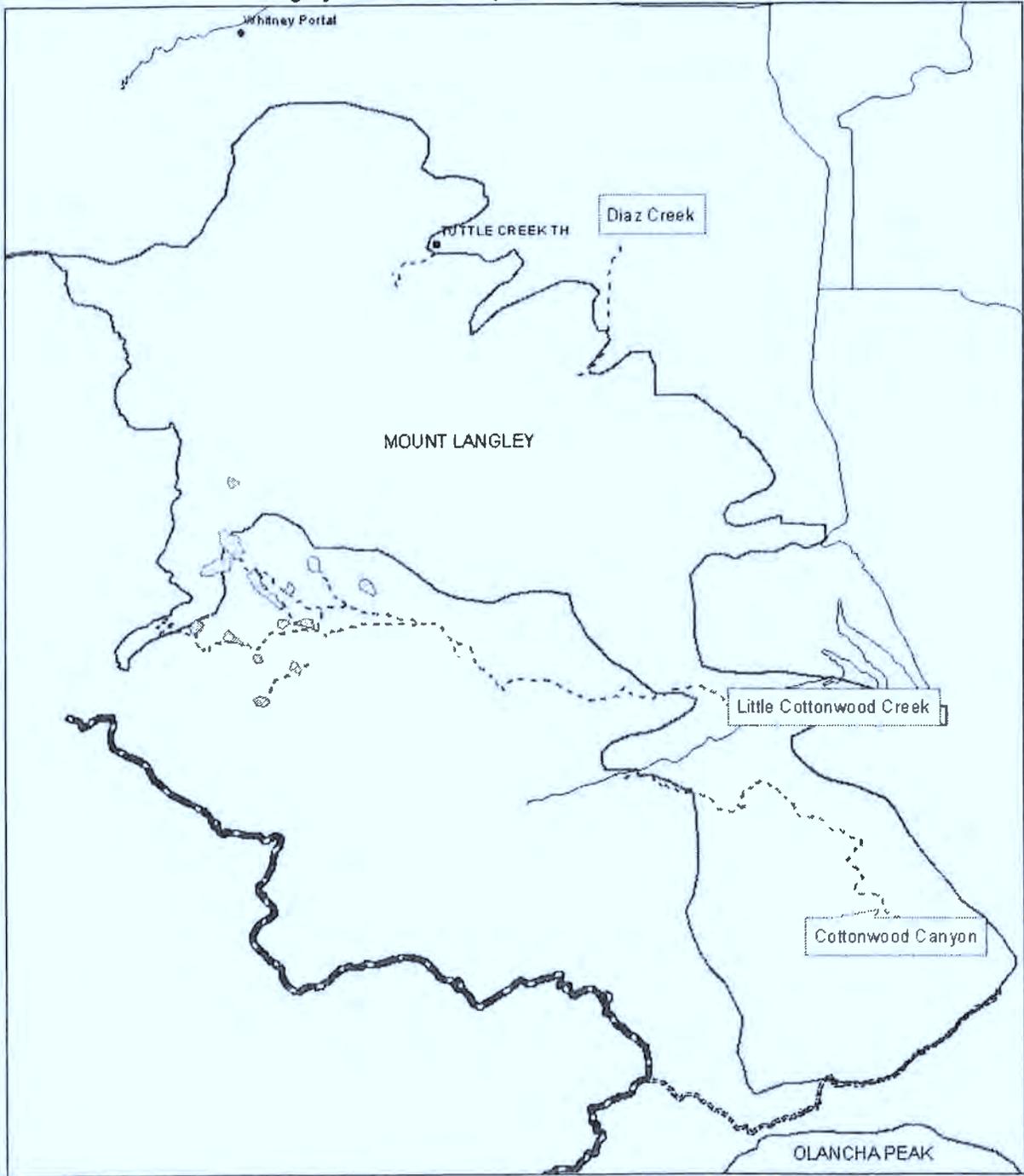


## Legend

- ◆ ca\_cities
  - Trailheads
  - - - Close
  - ..... Remain open, limit 200ft from trail
  - SNBS Critical Habitat
- Wilderness**
- PCT

0 0.75 1.5 3 Miles

### Mt. Langley Herd Unit Proposed Goat Closure Area

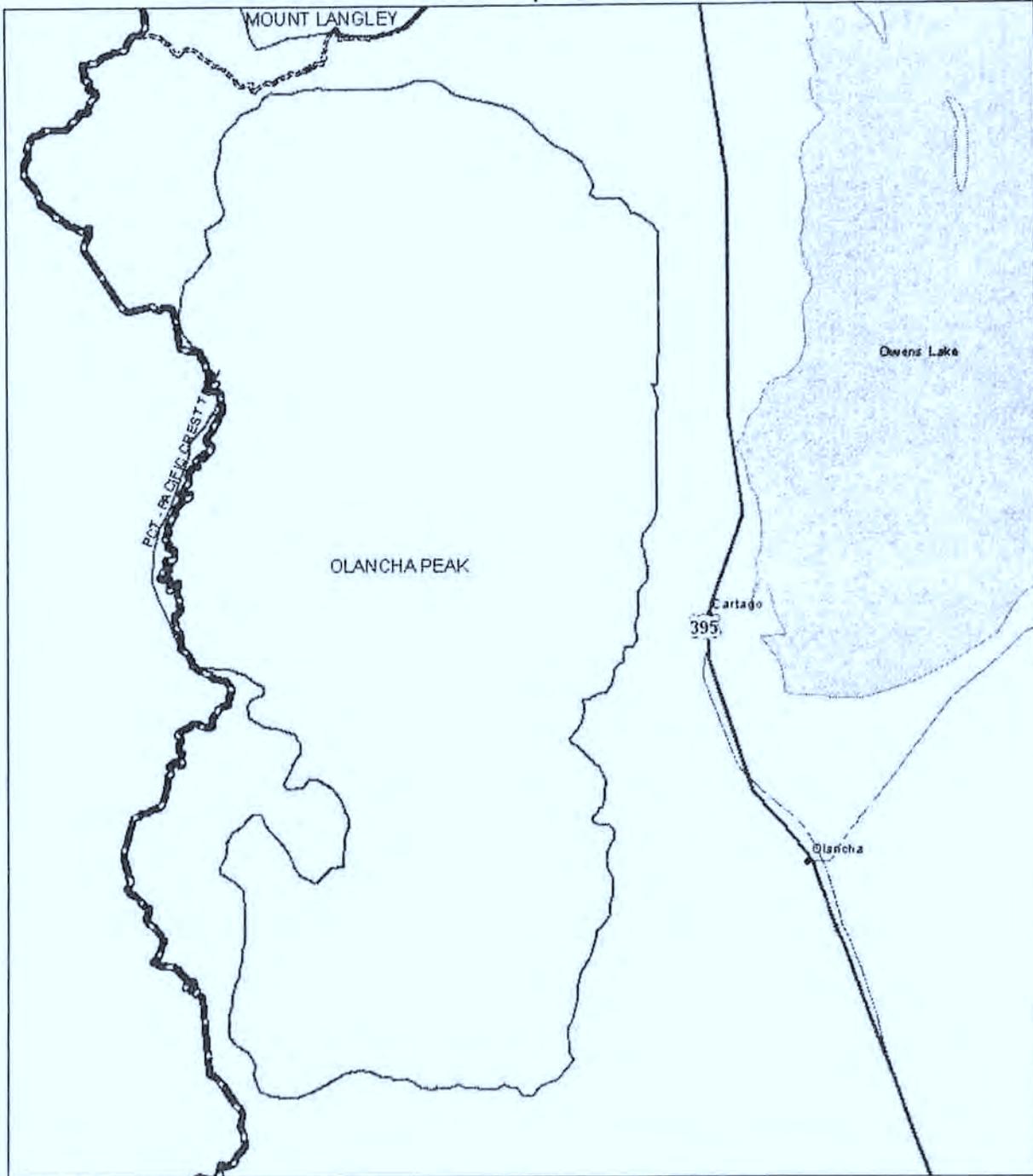


**Legend**

- Trailheads
  - Close
  - ==== Remain open, limit 200ft from trail
  - ▭ SNBS Critical Habitat
- Wilderness**
- PCT

0 0.75 1.5 3 Miles

# Olancha Peak Herd Unit Proposed Goat Closure Area



## Legend

- ca\_cities
  - Trailheads
  - - - Close
  - ==== Remain open, limit 200ft from trail
  - SNBS Critical Habitat
- Wilderness**
- ▬ PCT



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Clerk of the Board

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** ICEMA Response to Fitch  
Report

---

### AGENDA DESCRIPTION:

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

Response letter from ICEMA dated September 17, 2012, in reference to the Fitch report compiled regarding Mono County EMS.

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Shannon Kendall

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

---

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

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

[☞ ICEMA Resp to Fitch](#)

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**History****Time**

9/18/2012 9:25 AM

**Who**

Clerk of the Board

**Approval**

Yes

---



# Inland Counties Emergency Medical Agency

*Serving San Bernardino, Inyo, and Mono Counties*

*Tom Lynch, EMS Administrator*

*Reza Vaezazizi, MD, Medical Director*

September 17, 2012

Duane "Hap" Hazard, Chairman  
Mono County Board of Supervisors  
PO Box 715  
Bridgeport, CA 93517

**RE: FITCH & ASSOCIATES EMS ASSESSMENT – MONO COUNTY EMS**

Dear Supervisor Hazard:

Upon receipt and review of Fitch & Associates (Fitch) "EMS Assessment" final report on Mono County's EMS system, Inland Counties Emergency Medical Agency (ICEMA) felt compelled to provide the following observations, comments and opinions regarding the Fitch findings.

ICEMA was surprised to find Fitch state that ICEMA was interviewed during the late fall and winter of 2011. ICEMA was not interviewed or invited to participate in this assessment. ICEMA learned of the assessment during a random internet search in mid-October. At that time, Virginia Hastings, the former Executive Director of ICEMA made several attempts to contact Fitch; however; her phone messages were never returned.

ICEMA expressed concern regarding its exclusion in the process on multiple occasions at both the Emergency Medical Care Committee meetings and to the Public Health Department Director and were assured ICEMA would be contacted. In late July 2012, Fitch contacted George Stone, the ICEMA Transportation Coordinator, to provide ICEMA with highlights of what would be in the report. On August 9, 2012, a telephone conference occurred with ICEMA staff, at which time ICEMA expressed its concern regarding Fitch's failure to include ICEMA in the analysis and the complete disregard of ICEMA's role as the Local Emergency Medical Services Agency (LEMSA).

ICEMA provides the following thoughts on some of the recommendations in the Fitch report:

**Emergency Medical Dispatch (EMD)** - ICEMA supports the utilization of Priority Medical Dispatching and it is currently being utilized in the City of San Bernardino. However; it is expensive and requires extensive training, accreditation and reaccreditation (annually/bi-annual dependent on program) of dispatchers. Additionally, it will not improve collection rates (already high versus national average) or create a new revenue stream. This type of program would require approval and close oversight by ICEMA, as well as an extensive QI program.

**Regional Funding** - ICEMA expects to receive \$292,479 from the California Emergency Medical Services Authority (EMSA) as a regional EMS agency during Fiscal Year 2012-13. ICEMA does not receive any funding from the individual counties and is solely supported by fees and grants. It is important to note that many regional LEMSAs, if not all, receive additional funding from the various counties. ICEMA receives no additional funding and remains dedicated to continuing this model.

**Medical First Response and Transport** - ICEMA recognizes the need for measuring ambulance response times in Mono County. Several months ago the EMCC began review of every response over 45 minutes. It is ICEMA's hope that as the electronic patient care record utilization increases, the system will be able to examine these issues. Utilization of a single Computer Aided Dispatch (CAD) system, with data being sent to the ICEMA data system would be tremendously helpful.

**Quality Improvement (QI)** - In 2011, EMSA approved a revised QI plan for ICEMA. ICEMA staff is working diligently to implement this process. As providers become more consistent with data input and the utilization of the new data system ImageTrend, ICEMA will be able to perform more extensive analysis of system issues and develop additional educational opportunities. Shortly, ICEMA will release a three part educational series for pediatric intubations which was developed based on data collected.

**Training** - Fitch recommends utilizing a single individual to provide emergency medical services training courses, and continuing education (CE) classes utilizing both internal and external resources to meet the County's training needs. Mono County, like many rural counties has difficulty in having and maintaining an available resource pool of licensed and/or accredited EMS personnel. Training and continuing education have been an issue in Mono County for many years. In 2011, ICEMA implemented an internet-based educational system to assist with this issue. This service is provided at no cost to the ICEMA credentialed EMS personnel.

The ICEMA education system also provides a centralized solution for tracking credentials, licenses, education records and ultimately saving provider agencies and employee's time and money while improving productivity and communication.

**Revenues and Collection Processes** - Fitch presents two procurement processes for ambulance services that resulted in \$1,900 to \$2,300 (ambulance) base rates and \$45 to \$54 dollars for mileage. ICEMA recently compared Mono County's ambulance rates to surrounding counties and found Mono County's rates to be competitive. Fitch suggests a \$500 increase which would then put Mono County approximately \$155 to \$555 above those surrounding counties. This is both impractical and unwarranted based on competitive comparisons. There is however areas where current revenue streams are not utilized. Oxygen, night response fees, dry run costs, could be applied and are acceptable "add-ons" in an "all-inclusive" fee schedule. ICEMA is available to assist as needed.

**EMS Personnel** - Fitch promotes implementing an AEMT program. This program is currently implemented within the ICEMA region and would be supported by ICEMA if personnel meet certification requirements. It is important to note that implementation would take several months due to contract implementation and training. Implementation of the program would have minimal costs associated. Additionally, this conflicts with Fitch's recommended cost savings of replacing one paramedic for an EMT, with a lower wage and skill level.

Fitch recommends pursuing a community para-medicine program. This concept is being discussed state-wide and there is no national standard or definition that exists today. ICEMA conceptually supports this direction. If community para-medicine evolves into a viable enhancement, it must be understood that a new set of regulations would need to be enacted and include additional training, if it expands the paramedic's scope of practice. During our discussion with Fitch and Mono County Public Health, Dr. Reza Vaezazizi, ICEMA Medical Director suggested that Mono County submit a trial study proposal for his review. The trial study could be presented to the Emergency Medical Director's Association (EMDAC) and EMSA for approval. With that being said, community para-medicine is still in early development and will need to be defined by all healthcare stakeholders and hopefully be accompanied by a revenue stream.

During the telephone conference between Fitch and ICEMA's Medical Director, it was divulged that the local stakeholder, Mammoth Community Hospital, was against the concept as explained by Fitch. This is the only stakeholder that Fitch could identify and its input was less than supportive.

The Fitch report identifies that visitors represent approximately 70% of EMS transports. Yet, most of Fitch's recommendations do not specifically identify ways to improve care for those visitors (the majority of EMS patients) or capitalize on this revenue stream. In addition, the summary (page 8) emphasizes Community, i.e., residents, versus the majority of the EMS consumers, visitors.

**Annual Report** - The Fitch report recommends the development of an annual EMS system report. This report is already produced and presented annually through the Emergency Medical Care Committee.

### **SUMMARY**

ICEMA was not provided an opportunity to offer valuable input either during the initial evaluation, data and facts gathering, analysis, or formation of possible solutions. The report submitted by Fitch is factually incorrect in areas and draws some unreasonable conclusions. Additionally, it relies on ideological premises for many of its assumptions.

It can be stated that although ICEMA and Mono County have a positive working relationship, there is always room for improvement. Mono County should allow ICEMA to take a more active role, provide more input, and utilize ICEMA's resources and staff expertise. This would require a paradigm shift that must start from within Mono County.

In closing, ICEMA stands ready to assist Mono County in identifying realistic approaches to Mono County's desire to better integrate and improve the financial performance of its EMS system.

If you have any questions, please feel free to contact me at (909) 388-5830 or via e-mail at [Tom.Lynch@cao.sbcounty.gov](mailto:Tom.Lynch@cao.sbcounty.gov).

Sincerely,



Tom Lynch  
EMS Administrator

TL/dws

c: Lynda Salcido, Public Health Director  
Emergency Medical Care Committee  
File Copy



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	October 2, 2012	<b>DEPARTMENT</b>	Clerk of the Board
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Western Counties Alliance		

**AGENDA DESCRIPTION:**

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

Email correspondence from Ken Brown of Western Counties Alliance, dated September 12, 2012 thanking the Board of Supervisors for their time at the September 11th Board meeting he attended.

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall  
**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR <b>PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING</b>	<b>SEND COPIES TO:</b>
--	------------------------

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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 [WCA Thanks](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/14/2012 8:52 AM	Clerk of the Board	Yes

---

## Shannon Kendall

---

**From:** Kenneth R. Brown [krbrownwca@allwest.net]  
**Sent:** Wednesday, September 12, 2012 6:59 AM  
**To:** Shannon Kendall; Larry Johnston; D 'Hap' Hazard Contact; Vikki Magee-Bauer; Tim Hansen; Byng Hunt  
**Subject:** Thank You

Dear Board of Supervisors:

I was pleased to be on the Mono County Board of Supervisors meeting agenda on Tuesday, September 11, 2012. Thanks for your time. I felt our discussion relating to public land issues was good.

Rural counties in the west continue to face tough challenges. Western Counties Alliance (WCA) continues to grow and is becoming a strong voice for rural public lands counties throughout the west. WCA will continue to make a strong effort to bring attention and resolution to the complex public land issues. It is our hope that Mono County will give strong consideration to become a member of Western Counties Alliance (WCA). Strength comes from numbers. The fee range for WCA membership is \$3,000 - \$4,500 per year.

Best Regards,

Kenneth R. Brown  
Western Counties Alliance  
[krbrownwca@allwest.net](mailto:krbrownwca@allwest.net)  
Phone (307) 679-3658  
Fax (435) 793-5555



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	October 2, 2012	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	20 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Dan Brady, SCE and Kevin Bigham, Project Mgr.
<b>SUBJECT</b>	SCE Rush Creek - Lee Vining Fiber Installation Project		

### AGENDA DESCRIPTION:

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

SCE is proposing to install a new fiber optic telecommunications line between Rush Creek Powerhouse and Lee Vining Substation (see staff report for additional information). This item is being sponsored by Chairwoman Bauer.

### RECOMMENDED ACTION:

Authorize the Board Chair's signature on a letter of support or letter of neutrality for the Southern California Edison Rush Creek-Lee Vining Fiber Installation Project. This letter will be submitted along with the SCE deviation request to the California Public Utilities Commission.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Shannon Kendall

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

---

## ATTACHMENTS:

Click to download

- [☐ SCE Staff](#)
- [☐ SCE Project Overview](#)
- [☐ Draft Ltr One](#)
- [☐ Draft Ltr Two](#)

---

### History

Time	Who	Approval
9/24/2012 8:52 AM	County Administrative Office	Yes
9/25/2012 10:32 AM	County Counsel	Yes
9/20/2012 1:08 PM	Finance	Yes

Daniel Brady  
(760) 924-4811  
FAX (760) 934-8258



**Date:** October 2<sup>nd</sup> 2012

**To:** Honorable Mono County Board of Supervisors

**From:** Daniel Brady  
Southern California Edison

**Subject:** Southern California Edison  
Rush Creek-Lee Vining Fiber Installation Project

**Recommended Action:**

Consider signing a letter of support or letter of neutrality for the Southern California Edison Rush Creek-Lee Vining Fiber Installation Project. This letter will be submitted along with the SCE deviation request to the California Public Utilities Commission.

**Fiscal Impact:** None

**Discussion:**

SCE is proposing to install a new fiber optic telecommunications line between Rush Creek Powerhouse and Lee Vining Substation. This new fiber line would create reliable, automated communication infrastructure for Dam Surveillance and Early Warning System in case of dam failure. It would also increase the reliability of the telecommunications system necessary to control and monitor the Rush Creek Dam and associated hydroelectric facilities monitored at the Rush Creek Powerhouse.

The new fiber optic line is 0.5 inches in diameter and would be installed onto existing poles and structures that carry SCE's Lee Vining-Rush Creek 115 kV transmission line. The total length of the fiber line is approximately 15 miles (80,000 feet). Approximately 5.85 miles of the total 15 mile line is within 1,000 feet of a designated scenic highway.

Southern California Edison representatives have met with the June Lake RPAC, Mono Basin RPAC and the Mono County Planning commission regarding the project.

# SCE's Rush Creek-Lee Vining Fiber Optic Installation Project

## Background

SCE operates several hydroelectric generating facilities in the Eastern Sierra that provide clean electricity to our customers in Mono County. Much of the communications between our facilities and equipment are now automated, but there are a few areas where upgrades are still needed.

SCE is proposing to install a new fiber optic telecommunications line between Rush Creek Powerhouse and Lee Vining Substation. This new fiber line would create reliable, automated communication infrastructure for Dam Surveillance and Early Warning System in case of dam failure. It would also increase the reliability of the telecommunications system necessary to control and monitor the Rush Creek Dam and associated hydroelectric facilities monitored at the Rush Creek Powerhouse.

## Project Description

The new fiber optic line is 0.5 inches in diameter and would be installed onto existing poles and structures that carry SCE's Lee Vining-Rush Creek 115 kV transmission line. The total length of the fiber line is approximately 15 miles (80,000 feet). Approximately 5.85 miles of the total 15 mile line is within 1,000 feet of a designated scenic highway.



### LEGEND

- Portion of existing Lee Vining-Rush Creek 115 kV line to have new fiber attached
- Highway 395



October 2<sup>nd</sup> 2012

Daniel Brady  
Southern California Edison  
Local Public Affairs Region Manager  
P.O. Box 7329  
Mammoth Lakes , Ca.  
93546

RE: Rush Creek-Lee Vining Fiber Project

Dear Mr Brady:

This is to advise you that the County of Mono does not oppose SCE's application for a deviation to Section 320 of the California Public Utilities Code for their proposed Rush Creek-Lee Vining Fiber Project. This project involves installing approximately 15 miles of fiber optic cable onto existing 115 kV subtransmission towers between SCE's Rush Creek Powerhouse in June Lake and SCE's Lee Vining Substation in the town of Lee Vining. This new fiber line is needed to increase the reliability of the telecommunications system necessary to control and monitor the Rush Creek Dam and associated hydroelectric facilities monitored at the Rush Creek Powerhouse, and create a reliable, automated communication infrastructure for dam surveillance and an early warning system in case of dam failure.

Approximately 5.85 miles of the 15 mile new fiber line is located within 1,000 feet of Highway 395, a designated scenic highway just south of Lee Vining. Since July 2012, SCE has reached out and provided several informational presentations to the local community about this proposed project, including at the June Lake and Mono Basin Regional Planning Advisory Committee meetings, and most recently at the September Mono County Planning Commission meeting. The County Supervisor representing this area was also been briefed and consulted by SCE.

County staff has reviewed the plan for this project and concluded that the overhead installation of this fiber line is preferable to undergrounding it. Undergrounding the line may have potential significant impacts to the environment and local community due to the extensive ground disturbing work that would be required to install it.

Please feel free to contact me if you have any questions.

Sincerely,

Jim Arkens  
County Administrative Officer  
County of Mono

October 2<sup>nd</sup> 2012

Daniel Brady  
Southern California Edison  
Local Public Affairs Region Manager  
P.O. Box 7329  
Mammoth Lakes , Ca.  
93546

RE: Rush Creek-Lee Vining Fiber Project

Dear Mr. Brady:

This is to advise you that the County of Mono supports SCE's application for a deviation to Section 320 of the California Public Utilities Code for their proposed Rush Creek-Lee Vining Fiber Project. This project involves installing approximately 15 miles of fiber optic cable onto existing 115 kV subtransmission towers between SCE's Rush Creek Powerhouse in June Lake and SCE's Lee Vining Substation in the town of Lee Vining. This new fiber line is needed to increase the reliability of the telecommunications system necessary to control and monitor the Rush Creek Dam and associated hydroelectric facilities monitored at the Rush Creek Powerhouse, and create a reliable, automated communication infrastructure for dam surveillance and an early warning system in case of dam failure.

Approximately 5.85 miles of the 15 mile new fiber line is located within 1,000 feet of Highway 395, a designated scenic highway just south of Lee Vining. Since July, SCE has reached out and provided several informational presentations to the local community about this proposed project, including at the June Lake and Mono Basin Regional Planning Advisory Committee meetings, and most recently at the September Mono County Planning Commission meeting. The County Supervisor representing this area was also briefed and consulted by SCE.

County staff has reviewed the plan for this project and concluded that the installation of this fiber line onto existing poles will not negatively impact the visual integrity of the surrounding environment and is preferable to undergrounding. Undergrounding the line poses greater potential for significant impacts to the environment and local community due to the need for extensive ground disturbing work.

Please feel free to contact me if you have any questions.

Sincerely,

Jim Arkens  
County Administrative Officer  
County of Mono



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	October 2, 2012	<b>DEPARTMENT</b>	County Administrative Office
<b>ADDITIONAL DEPARTMENTS</b>	Finance		
<b>TIME REQUIRED</b>	5 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jim Arkens
<b>SUBJECT</b>	Employment Contract for Aimee Brewster		

### AGENDA DESCRIPTION:

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

Proposed resolution approving an employment contract with Aimee Brewster and prescribing the compensation, appointment, and conditions of said employment.

### RECOMMENDED ACTION:

Adopt proposed resolution #R-\_\_\_\_\_, approving an employment contract with Aimee Brewster and prescribing the compensation, appointment, and conditions of said employment. Provide any desired direction to staff.

### FISCAL IMPACT:

Cost for the remainder of FY 12-13 is approximately \$131,587, of which \$85,350 is salary; \$14,040 is the employer portion of PERS, and \$32,197 is the cost of benefits and is included in the approved budget. Cost for FY 13-14 is approximately \$157,905, of which \$102,420 is salary; \$18,729 is the employer portion of PERS, and \$36,756 is the cost of benefits.

**CONTACT NAME:** Brian Muir

**PHONE/EMAIL:** (760) 932-5494 / bmuir@mono.ca.gov

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

### SEND COPIES TO:

**MINUTE ORDER REQUESTED:**

YES  NO

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## ATTACHMENTS:

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- [📄 Staff Report](#)
  - [📄 Resolution](#)
  - [📄 Employment Contract](#)
- 

### History

Time	Who	Approval
9/27/2012 7:40 AM	County Administrative Office	Yes
9/25/2012 10:35 AM	County Counsel	Yes
9/25/2012 7:58 AM	Finance	Yes



## **COUNTY OF MONO**

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Email: jarkens@mono.ca.gov

*Jim Arkens*  
*County Administrative Officer*

September 19, 2012

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Jim Arkens, County Administrative Officer/Director of Human Resources

Subject: Approval of employment contract for Aimee Brewster

**Recommended Action:**

Adopt resolution # 12-\_\_ approving a 2-year contract with Aimee Brewster

**Discussion:**

The approval of this contract allows Ms. Brewster to serve Mono County as Assistant Assessor effective October 1, 2012. In her previous employment with Mono County, Ms. Brewster has served the County as an Appraiser in the Assessor's office from October, 2004 through September, 2012.

**Fiscal Impact:**

Cost for the remainder of FY 12-13 is approximately \$131,587, of which \$85,350 is salary; \$14,040 is the employer portion of PERS, and \$32,197 is the cost of benefits and is included in the approved budget. Cost for FY 13-14 is approximately \$157,905, of which \$102,420 is salary; \$18,729 is the employer portion of PERS, and \$36,756 is the cost of benefits.

If there are any questions regarding this item, please contact Jim Arkens at 760-932-5414.

Thank you,

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Arkens, County Administrative Officer/Director of Human Resources



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**RESOLUTION NO. R12-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH AIMEE BREWSTER AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement re Employment of Aimee Brewster a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Aimee Brewster. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Vikki Magee Bauer, Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

## **AGREEMENT RE EMPLOYMENT OF AIMEE BREWSTER**

This Agreement is entered into this 1<sup>st</sup> day of October, 2012, by and between Aimee Brewster and the County of Mono.

### **I. RECITALS**

- A. Ms. Brewster is currently employed by the County as an Appraiser III in the Assessor's Office. The County wishes to employ Aimee Brewster as its Assistant Assessor on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Brewster wishes to accept employment with the County on said terms and conditions.
  
- B. The office of County Assessor is vacant due to the resignation of the incumbent, Jody Henning. The Board of Supervisors is not ready to fill that vacancy at this time. But the Board wishes to temporarily designate Ms. Brewster as the "Acting Assessor" so that she may perform any legally required duties of the Assessor until such time that the Board directs otherwise or actually fills the vacancy in that office by appointing an individual to serve as the Assessor for the remainder of the current term of office. Ms. Brewster is willing to accept the temporary designation and duties of Acting Assessor in addition to those duties otherwise required of her as Assistant Assessor. (Note: Ms. Brewster may apply for and be considered for appointment as the County Assessor if she wishes, but her status as Acting Assessor and Assistant Assessor shall not be construed as entitling her to preferential treatment or consideration as a candidate for County Assessor.)

### **II. AGREEMENT**

- 1. The term of this Agreement shall be October 1, 2012, until October 1, 2014, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Brewster in writing no later than April 1, 2013, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Brewster shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Brewster that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Brewster as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.

2. Commencing October 1, 2012, Ms. Brewster shall be employed by Mono County as the Assistant Assessor, serving at the will and pleasure of the County Assessor or, in the absence of a County Assessor, serving at the will and pleasure of the County Administrator or his designee, in accordance with the terms and conditions of this Agreement. Ms. Brewster accepts such employment. The County Assessor (or County Administrator, if applicable) shall be deemed the "appointing authority" for all purposes with respect to Ms. Brewster's employment.
3. As an additional duty of her employment, Ms. Brewster shall serve the County in the capacity of "Acting Assessor," temporarily carrying out the duties of the County Assessor until the Board of Supervisors directs otherwise or makes an appointment to fill the vacancy in that elected office, or until this agreement expires or is otherwise terminated, whichever happens first. This agreement does not itself fill or provide for any future filling of that vacancy by the Board. The nature of such Acting Assessor duties is "at will" and subject to the pleasure of the Board of Supervisors, who reserves the right to assign another individual to temporarily carry out the duties of County Assessor instead of, or in addition to, Ms. Brewster. While carrying out the duties of County Assessor in accordance with this agreement, Ms. Brewster shall remain in and retain her employment position and status as Assistant Assessor. This Agreement in no way creates an enforceable right or property interest in the position of Acting Assessor nor in the office of County Assessor.
4. Ms. Brewster's initial salary shall be \$8,129 per month; provided, however, that during the period of time that Ms. Brewster performs the additional duty of Acting Assessor she shall also receive additional compensation in the amount of five percent (5%) of said salary. During each calendar year commencing with 2013, the Board of Supervisors may increase or decrease Ms. Brewster's salary in its discretion; provided, however, that the Board shall not decrease her salary by more than two percent (2%) during any one calendar year. In exercising its discretion to increase or decrease Ms. Brewster's salary, the Board may consider the survey and cost-of-living-adjustment principles of the County's management compensation policies (most recently amended by Board Resolution R10-74), but Ms. Brewster's salary and compensation shall not be formally governed by such policies and thus, among other things, she shall not be eligible at any time to receive "performance pay" under those policies. Ms. Brewster understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County.
5. Ms. Brewster shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable

County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Brewster understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Due to Ms. Brewster's start date of October 1, 2012; her merit leave shall be pro-rated to 20 hours for 2012.)

6. To the extent deemed appropriate by the County Assessor (or County Administrator, if applicable), the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Brewster's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Brewster shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Ms. Brewster), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R11-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
8. Ms. Brewster understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Brewster cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Brewster's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County

policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

9. Consistent with the "at will" nature of Ms. Brewster's employment, the County Assessor may terminate Ms. Brewster's employment as Assistant Assessor at any time during this agreement, without cause, but only with the concurrence of the County Administrator. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Brewster understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Assessor (and/or County Administrator, if applicable) may, in his/her discretion, take during Ms. Brewster's employment. Notwithstanding the foregoing, because Ms. Brewster currently holds the position of Appraiser III in good standing, and has performed well in her role as Appraiser III, in the event of termination of this Agreement without cause, Ms. Brewster shall have the right to be re-appointed to her position as Appraiser III (MCPE 75E) and shall have the same seniority as if she had not become Assistant Assessor. (Note: said right to re-appointment shall not apply in the event Ms. Brewster opts to instead receive severance pay as discussed below in Section 10.) In the event of any termination for cause, Ms. Brewster will not be entitled to resume her former County employment or be placed in any other County employment.
10. In the event that such a termination without cause occurs after October 1, 2013, (i.e., after the first twelve months of at-will employment), Ms. Brewster may, in lieu of being re-appointed to her former position as Appraiser III as discussed above in Section 9, opt instead to leave County employment altogether and in that event she shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Brewster shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Brewster shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Brewster that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay,

"salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).

11. Notwithstanding the foregoing, Ms. Brewster shall not be entitled to any severance pay in the event that the County Assessor (and/or the County Administrator, if applicable) has grounds to discipline her on or about the time he/she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Brewster shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
12. Ms. Brewster may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Brewster shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation. Similarly, Ms. Brewster shall not be entitled to any severance pay in the event that the County ultimately appoints her as County Assessor.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Brewster. Consistent with Ms. Brewster's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Brewster may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Brewster's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Brewster's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Brewster's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

15. Ms. Brewster acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Brewster further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement shall be deemed executed as of October 1, 2012.

AIMEE BREWSTER

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Vikki Bauer, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_

MARSHALL RUDOLPH  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	October 2, 2012	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>	County Counsel		
<b>TIME REQUIRED</b>	10 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Vikki Bauer
<b>SUBJECT</b>	Letter to USFS Regarding June Mountain Closure		

### AGENDA DESCRIPTION:

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

Proposed letter from the Board of Supervisors to Edward Armenta (Forest Supervisor, Inyo National Forest) regarding the June Mountain closure and special use permit compliance. This item was requested by Supervisor Bauer.

### RECOMMENDED ACTION:

Approve and authorize the Board Chair to sign said letter on behalf of the Board.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Vikki Bauer

**PHONE/EMAIL:** /

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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 [Proposed letter to Ed Armenta](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/27/2012 7:40 AM	County Administrative Office	Yes
9/25/2012 10:33 AM	County Counsel	Yes
9/25/2012 10:04 AM	Finance	Yes



## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5538 • FAX (760) 932-5531

*Lynda Roberts*  
**Clerk of the Board**  
*lroberts@mono.ca.gov*

*Linda Romero*  
**Assistant Clerk of the Board**  
*lromero@mono.ca.gov*

October 2, 2012

Mr. Edward E. Armenta,  
Forest Supervisor  
Inyo National Forest  
U.S.D.A. Forest Service  
351 Pacu Lane, Suite 200  
Bishop, CA 93514

RE: June Mountain Closure; special use permit compliance

Dear Mr. Armenta:

As you may recall, the Board of Supervisors held several meetings in July and August regarding the June Mountain closure. We greatly appreciate the attendance of Forest Service personnel at those meetings (including yourself on at least one occasion) and the effort they made to listen to public concerns and to explain the Forest Service's position. As part of that explanation, Forest Service personnel indicated that they viewed the closure as form of noncompliance with the special use permit – perhaps based on a failure by the permit holder (Mammoth Mountain Ski Area, LLC) “to exercise the privileges” of the use permit or some form of “anticipatory breach” of the permit. We understood that the Forest Service was consulting with its legal counsel but that its intention was to eventually send the permit holder a formal notice advising them of such noncompliance and thereby setting in motion the process to either cure the noncompliance or revoke the permit. We are unaware of whether such a notice was ever sent. If it was sent, then we would respectfully request a copy of it. If such a notice has not been sent, then we would request a written update regarding the status of the matter and what, if anything, the Forest Service intends to do prospectively.

We appreciate your personal involvement in this issue and look forward to continued cooperation between the County and the Forest Service. Please let us know if there is anything we can do to help.

Sincerely yours,

MONO COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Vikki Bauer, Chair



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	October 2, 2012	<b>DEPARTMENT</b>	Economic Development
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	30 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Ralph Lockhart, Jimmy Little, Alicia Vennos
<b>SUBJECT</b>	June Lake Revitalization Committee Update		

**AGENDA DESCRIPTION:**

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

Presentation by June Lake Revitalization Committee and Mono County Tourism Commission regarding the plan and budget for proposed winter marketing and product development initiatives for June Lake.

**RECOMMENDED ACTION:**

Board to provide feedback on the proposed plan and budget, and/or to make recommendations for the reallocation or use of uncommitted funds. Provide any desired direction to staff.

**FISCAL IMPACT:**

Funding of \$100,000 for winter marketing and product development for June Lake was previously approved by the Board. Any fiscal impact is dependent on action taken during this agenda item.

\*\*\*\*\*

**LUNCH**

\*\*\*\*\*

**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.)

**CONTACT NAME:** Alicia Vennos

**PHONE/EMAIL:** 760-924-1743 / [avennos@mono.ca.gov](mailto:avennos@mono.ca.gov)

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF

**SEND COPIES TO:**

THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

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 [Staff Report](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/24/2012 8:51 AM	County Administrative Office	Yes
9/25/2012 10:32 AM	County Counsel	Yes
9/26/2012 12:51 PM	Finance	Yes



## STAFF REPORT

### Mono County Board of Supervisors Regular Meeting – October 2, 2012

**SUBJECT:** June Lake Revitalization Steering Committee – Plan and Budget Presentation

Presentation by June Lake Revitalization Steering Committee and Mono County Tourism Commission regarding the plan and budget for proposed winter marketing and product development initiatives for June Lake.

**RECOMMENDATION:** Board to provide feedback on the proposed plan and budget, and/or to make recommendations for the reallocation or use of uncommitted funds. Provide any desired direction to staff.

**BACKGROUND:** After the announcement by Mammoth Mountain Ski Area on June 21, 2012 to close June Mountain Ski Area for the 2012-13 winter season, the Board considered how best to assist the community of June Lake to retain as much of its visitor and employee base as possible for the winter season. On August 14, 2012, the Board unanimously approved funding of \$100,000 “to support the economic development and/or transit activities promoting the June Lake economy in light of the June Mountain closure to be administered by the Mono County Tourism and Film Commission.” (Board of Supervisors Regular Meeting Minutes, 8/14/2012).

Quickly thereafter, the June Lake Revitalization Steering Committee was formed and extended invitations to all community members and business owners in June Lake to participate in planning the winter products, programs, and services. Sub-committees were established to focus on specific elements of the plan which which combine to create the overall June Lake winter experience. The sub-committees have been researching areas such as Trail Development, Events/Activities, Village Lighting, Transportation, Marketing, etc. Numerous meetings and hundreds of volunteer hours have gone into the research of many ideas to determine what programs, recreation ideas, and services are feasible to implement for this winter. Several meetings with the Forest Service have taken place to determine the precise permitting process for trail enhancement, events and activities.

The June Lake Revitalization Committee has also met with the Mono County Tourism & Film Commission on three occasions to report on the progress of planning and budgeting.

On Tuesday, August 25, a comprehensive plan and budget were presented to the Tourism Commission by the Revitalization Committee. The Commission voted unanimously to approve the overall plan and budget of \$100,000, allowing for flexibility to adjust the allocated amounts per program category as necessary. The Commission also requested that more details and descriptions regarding the proposed events and activities be available for the presentation to the Board.

**FISCAL IMPACT:** As mentioned above, funding of \$100,000 for winter marketing and product development for June Lake was previously approved by the Board. Any fiscal impact is dependent on action taken during this agenda item.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	October 2, 2012	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>	County Counsel, Community Development		
<b>TIME REQUIRED</b>	10 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Marshall Rudolph
<b>SUBJECT</b>	Resolution Opting into USFS/BLM MOA		

### AGENDA DESCRIPTION:

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

Proposed Resolution R12-\_\_\_\_, opting into a memorandum of agreement (MOA) among the United States Forest Service (Region 5), Bureau of Land Management, California State Association of Counties (CSAC), and the Regional Council of Rural Counties (RCRC). This item was requested by the Board.

### RECOMMENDED ACTION:

Adopt proposed resolution R12-\_\_\_\_\_, opting into a memorandum of agreement (MOA) among the United States Forest Service (Region 5), Bureau of Land Management, California State Association of Counties (CSAC), and the Regional Council of Rural Counties (RCRC). Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Marshall Rudolph

**PHONE/EMAIL:** (760) 924-1707 / mrudolph@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

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## ATTACHMENTS:

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 [MOA staff report](#)

 [MOA resolution](#)

 [MOA back-up](#)

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### History

Time	Who	Approval
9/27/2012 7:40 AM	County Administrative Office	Yes
9/25/2012 10:34 AM	County Counsel	Yes
9/25/2012 10:08 AM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputy County Counsels**  
Tara McKenzie  
John-Carl Vallejo

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700  
**Facsimile**  
760-924-1701

**Legal Assistant**  
Michelle Robinson

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: October 2, 2012

RE: Proposed Resolution opting into a memorandum of agreement (MOA) among the United States Forest Service (Region 5), Bureau of Land Management, California State Association of Counties (CSAC) and the Regional Council of Rural Counties (RCRC)

**Recommendation:**

Adopt proposed resolution. Provide any desired direction to staff.

**Fiscal/Mandates Impact:**

None.

**Discussion:**

As requested by the Board, the proposed resolution would provide for Mono County to formally opt into a recent Memorandum of Agreement (MOA) between Region 5 (Pacific Southwest) of the United States Forest Service, the Bureau of Land Management, the California State Association of Counties (CSAC), and the Regional Council of Rural Counties (RCRC). A copy of the MOA and other documentation from CSAC/RCRC regarding the process for opting in is enclosed, including a template resolution upon which the proposed resolution was based. The basic purpose of the MOA is to enhance communication and working relationships between the USFS, BLM, and participating counties.<sup>1</sup>

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<sup>1</sup>Note that the Humboldt-Toiyabe National Forest is not part of Region 5; thus, it is not subject to this particular MOA. Rather, Humboldt-Toiyabe is part of Region 4 (Intermountain). Accordingly, the Resolution only references implementation of the MOA with respect to the field offices of the Inyo National Forest and BLM, both of which are in Bishop.

Incidentally, as the Board knows and the proposed resolution mentions, the County already enjoys a good working relationship with local representatives of the Forest Service and BLM, who among other things participate on the County's Collaborative Planning Team. The Board has also previously expressed in writing its desire to be contacted and involved in federal planning processes, and federal land managers have previously expressed the willingness to provide such communication and coordination. So the MOA in some ways simply reiterates and reinforces the County's existing, well-documented interest in maintaining good communications and a working relationship with the managers of federal land in the County.

Finally, you'll note that the resolution designates the Community Development Director as the County's primary contact person for such planning matters, but the Board is of course free to designate any other position or person if it so desires. The resolution directs that contact person to inform the managers of the local field offices (in Bishop) of the County's decision to opt into the MOA and to meet with those managers to discuss the process by which it will be implemented in Mono County.

Please contact me if you have any questions regarding this matter.

Encl.



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**RESOLUTION NO. R12-\_\_\_\_\_**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS OPTING INTO A  
MEMORANDUM OF AGREEMENT (MOA)  
AMONG THE UNITED STATES FOREST SERVICE  
(REGION 5), BUREAU OF LAND MANAGEMENT, CALIFORNIA  
STATE ASSOCIATION OF COUNTIES (CSAC), AND THE  
REGIONAL COUNCIL OF RURAL COUNTIES (RCRC)**

**WHEREAS**, Mono County has a good working relationship with local representatives of the United States Forest Service and the Bureau of Land Management, many of whom participate on the County's Collaborative Planning Team; and

**WHEREAS**, Mono County recognizes the need for a communications framework to ensure consistency within such a working relationship and has previously requested in writing (most recently in December of 2009) that local offices of federal agencies coordinate and cooperate with the County in accordance with applicable federal laws and regulations; and

**WHEREAS**, Mono County acknowledges the utility of the Memorandum of Agreement (MOA) between the Regional Council of Rural Counties (RCRC), California State Association of Counties (CSAC), Region 5 (Pacific Southwest) of the United States Forest Service (USFS), and the Bureau of Land Management (BLM), a copy of which is attached hereto as an Exhibit, in accomplishing this goal; and

**WHEREAS**, there are two national forests in Mono County, the Inyo and the Humboldt-Toiyabe, but only the Inyo National Forest is within Region 5 and therefore subject to this particular MOA (Humboldt-Toiyabe is in Region 4); and

**WHEREAS**, the MOA is an additional tool that counties can utilize to enhance their relationships with the USFS and the BLM; the MOA in no way jeopardizes or otherwise infringes upon the current legal rights of counties or the existing legal obligations of the USFS (Region 5) under the Planning Rule, and BLM under FLPMA, to their local government partners; and

**WHEREAS**, Mono County believes that the use of the MOA will enhance the existing relationship between it and the USFS (Region 5) and the BLM and hopes that the clarity and stability that it will bring to the communications between this county and those federal land management entities will benefit the people and the communities within Mono County.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO:**

1. Adopts the tenets provided by the Memorandum of Agreement between RCRC, CSAC, USFS (Region 5), and BLM for utilization by Mono County.
2. Hereby invokes the terms of the MOA with the Bishop field offices of the Inyo National Forest and the BLM.
3. Designates the County's Community Development Director as the point of contact between Mono County and said Inyo National Forest and BLM field offices.
4. The Clerk of the Board and/or the County's Community Development Director shall forward a copy of this Resolution to the federal land managers in charge of those field offices (Edward Armenta for the Inyo National Forest and Bernadette Lovato for the BLM) and otherwise notify them that Mono County has chosen to participate in the

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MOA. The Community Development Director shall convene one or more meetings with those land managers to discuss the process for implementing the MOA in Mono County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Vikki Bauer, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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



To: RCRC and CSAC Member County Supervisors

Date: August 13, 2012

Re: Memorandum of Agreement with the U.S. Forest Service and Bureau of Land Management—Procedures for Opting In

CC: RCRC and CSAC Member County Administrative Officers

The Memorandum of Agreement (MOA) negotiated between RCRC, CSAC, the U.S. Forest Service Region 5, and the Bureau of Land Management—California was signed on July 23, 2012 and is officially effective for use by California counties. RCRC and CSAC want to make it as easy as possible for counties to opt into the MOA should you choose to do so. In order to participate in the MOA, RCRC and CSAC recommend the following actions:

- **Determine which forest or field office the County would like to engage in the MOA.** Many counties have more than one forest or field office located within its borders and the County must specify which local federal land manager (USFS forest or BLM field office) with which it wishes to engage. The County may choose to engage more than one federal management entity. A list of contacts for the BLM and the USFS is attached.
- **Decide on a County contact.** Participation in the MOA requires that a County designate one person or position to act as the contact for each specific local federal land manager. While the contact may be a specific person, RCRC and CSAC recommend the contact instead be a position title so that the County Board of Supervisors can more easily transition a new staff member into the task in the event of turnover. This also allows the entire Board of Supervisors to hold the staff person responsible for maintaining communication with the federal land manager accountable. If you wish to designate a member of the Board of Supervisors as your contact, we recommend you designate a position on the Board, such as Chair or Vice Chair, instead of a specific name.

*(Note: Designating a specific contact person does not preclude contact or interfere with any existing relationships between the federal land management*

*entity and other members of the Board or staff. The contact person's responsibility is simply to ensure that the terms of the MOA are carried out by both the County and the federal land manager and to insure that the federal agencies know with whom to interface to meet their obligations under the MOA)*

- **Opt into the MOA via a County resolution.** RCRC and CSAC recommend adopting a resolution stating the forest or field office with which you would like to engage in the MOA, as well as officially designating your County contact. We have prepared a template resolution, which is attached to this memo.
- **Notify the appropriate federal land manager that the County has chosen to participate in the MOA.** Again, attached to this memo are lists of contact information for both Region 5 and BLM—California. Find the appropriate contact for the forest(s) or field office(s) you would like to engage, and notify them that you have opted into the MOA.
- **Convene a meeting between your County contact and the chosen federal land manager.** The final step in opting into the MOA is for your County contact to meet with the contact from the chosen forest or field office to discuss the process for implementing the MOA in your County. This will allow for some flexibility to decide how the MOA is best implemented between your County and the federal land management entity. If your County and the federal land manager agree to additional processes beyond those stated in the MOA, and wish to put them in writing, you may do so by using the RCRC/CSAC MOA document as a basis for your own agreement. Please note, however, that your County would be the signatory to that agreement directly, and not RCRC or CSAC.
- If your County opts into the MOA, but at any time feels it is not beneficial, you may opt out via a similar resolution and notification process.

Once your County has completed these steps, the MOA officially will be in effect between the County and the chosen federal land manager. Please contact Staci Heaton or Cyndi Hillery at RCRC at (916) 447-4806, or Karen Keene at CSAC at (916) 327-7500, ext. 511 if you have any questions. We also ask that, should you decide to opt in, you inform us and, if possible, send a copy of your resolution to Staci Heaton at [sheaton@rcrcnet.org](mailto:sheaton@rcrcnet.org).

### **Attachments**

- Copy of the final Memorandum of Agreement (MOA)
- Template MOA Resolution
- U.S. Forest Service Contact List
- Bureau of Land Management Jurisdiction Map and County Field Office List

MEMORANDUM OF AGREEMENT (MOA)  
AMONG  
CALIFORNIA, USDI BUREAU OF LAND MANAGEMENT,  
US FOREST SERVICE, PACIFIC SOUTHWEST REGION  
AND THE  
CALIFORNIA STATE ASSOCIATION OF COUNTIES and  
REGIONAL COUNCIL OF RURAL COUNTIES,  
REPRESENTING CALIFORNIA COUNTY GOVERNING BODIES

Definitions: As used in this MOA, the following terms shall be defined as stated below:

“CSAC” means California State Association of Counties.

“RCRC” means Regional Council of Rural Counties.

“County” means a county in California that has a national forest or public land administered by the USDA Forest Service or the Bureau of Land Management within its boundary, and that elects to participate in this MOA.

“USFS” means Region Five, USDA Forest Service, and that part of Region Four including its National Forests in California.

“BLM” means California, USDI Bureau of Land Management, including its Districts and Field Offices in California.

Preface:

1. The USFS and BLM, under the laws of Congress, executive orders, and federal regulations are responsible for the management of the federal public lands, national forests and their resources. The USFS and BLM have a responsibility to sustain the health, diversity, and productivity of these federal public lands and national forests for the use and enjoyment of present and future generations.

2. CSAC and RCRC represent all of California’s 58 counties, which encompass large amounts of federally held land. CSAC and RCRC work with federal and state governments and other stakeholders to improve the ability of county governments to serve California’s citizens efficiently and effectively.

Statement of Purpose:

The USFS, BLM, and counties share a long partnership in the management of federal public lands and national forests in California. The purpose of this MOA is to help improve interagency relationships by facilitating early and frequent communication between the defined federal agencies and counties to foster a more

productive partnership that results in positive land management decisions for all parties.

Specifically, this MOA is intended to establish enhanced mutual communication between the USFS, BLM, and county governing bodies to assure consistency in process and outcomes among all parties. This regular, consistent communication is intended to build positive working relationships; maximize trust; minimize misunderstanding and potential conflicts; and produce actions that result in better conclusions for California, thereby enhancing community support for those actions.

It is agreed that with the implementation of this MOA:

- A. The governing body of each county that chooses to participate in this MOA shall designate a county contact for the USFS and BLM. This contact can be a "position" such as "County Planner," rather than a specific individual. This agreement is only in effect for counties that choose to participate by officially designating a county contact.
- B. For each participating county, the USFS Regional Forester shall designate a USFS contact from each forest that contains land within that county. This contact can be a "position" rather than a specific individual.
- C. For each participating county, the BLM State Director shall designate a BLM contact from each field office that contains land within that county. This contact can be a "position" rather than a specific individual.
- D. After these designations have been finalized, within each county the designees from each entity shall convene a meeting at the request of either entity to discuss the MOA, and the process by which it will be implemented in that county.
- E. This MOA is a beginning point and individual counties and federal agencies may agree to additional processes and norms that will enhance their communications and understanding of each other's work and be effective in their particular area.
- F. The USFS Regional Forester or BLM State Director and county governing bodies shall convene to discuss and resolve issues related to overall land management in California as needed.

**I. THE USFS and BLM SHALL:**

- A. Include the County in any planning processes to assure that the County's plans and policies are considered throughout the process.
- B. Request the participation of the County in any planning process before public scoping. The federal managers will mail an updated list of potential projects to the county designated contact. County participation at this stage provides the opportunity for county concerns and ideas to be accommodated in the development of the project description prior to public scoping. Such notification

shall be to the designated key county contact, who will advise the key federal contact regarding desired County participation in such planning activities.

- C. Understand that the County General Plans and other adopted policies reflect the objectives of the Board of Supervisors on behalf of the residents of the county.
- D. Meet with the County Board of Supervisors at its request on an agreed upon time frame to update and confer with the County on upcoming programs, projects and other matters of interest.
- E. Evaluate written comments from the County regarding how project proposals affect county plans and other adopted policies, and where consistent with federal laws, regulations, policies and agencies objectives, make every effort to work with County officials to achieve mutually agreeable results, consistent with the identified county plans and other adopted policies. If the federal manager's decision is not consistent with identified county plans and other adopted policies, then the manager will notify the county and document in writing how county plans, other adopted policies, and input were considered, and why consistency could not be achieved.

## **II. THE COUNTY SHALL:**

- A. Participate in requests for involvement at the earliest possible time, preferably before public scoping and identify concerns, needs and relevant county plans and other adopted policies in writing.
- B. Within the County's constraints, make available staff support at the federal managers' request to enhance the agencies' interdisciplinary capability as a partner.
- C. Provide written interpretations of germane sections of county plans and other adopted policies when the County thinks a proposed project is inconsistent.
- D. Endeavor to provide written feedback with sufficient specificity that the federal managers are able to respond with particularity. Additionally, the County will attempt to provide alternative approaches to proposed projects.
- E. Meet with the federal agencies at their request on an agreed upon time frame.
- F. Request the participation of the federal managers in any county planning process relevant to the federal agencies, and consider written information received from the BLM or USFS during County land-use and project planning decisions.
- G. Make every effort, consistent with state and county plans, policies, laws, regulations, and agency goals, to harmonize county land-use planning decisions with current USFS and BLM plans and regulations regarding lands managed by USFS and BLM within the county boundaries.

### Limitations:

The USFS, BLM, and county governing bodies recognize that this MOA is not intended to replace presently existing lines of communications or alter existing required communications, such as communications made pursuant to state or federal statutes or regulations, Resource Advisory Committees, federal or county

workgroups, and informal or formal policy meetings between the USFS or BLM, and CSAC, RCRC, or an individual county.

Nothing in this MOA shall require the USFS, BLM, CSAC, RCRC or an individual county to violate or ignore any laws, rules, directives, or other legal requirements imposed by state or federal law.

This MOA is adopted to enhance communication and working relationships between the USFS, BLM, and counties.

Participation in Similar Activities:

This instrument in no way restricts the agencies or the counties from participating in similar activities with other public or private agencies, organizations, and individuals.

Establishment of Responsibilities:

This MOA is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate and mutually beneficial manner to meet the purposes of this MOA. Nothing in the MOA authorizes any of the parties to obligate or transfer anything of value.

Effective Date:

This MOA becomes effective upon signature of all parties.

Term of Agreement:

This MOA is expected to continue for five years from the date of the last signature, after which it will be reviewed. If all parties concur, it will automatically be renewed for an additional five year term.

This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

Termination:

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Freedom of Information Act (FOIA):

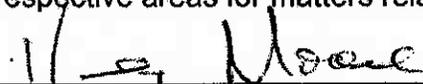
Any information furnished to the agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

Modification:

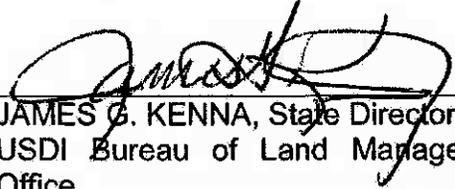
Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

Authorized Representatives:

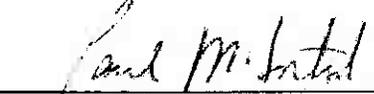
By signature below, the signatory officially certifies that the individual listed in this document as representative of the signatory is authorized to act in the signatory's respective areas for matters related to the development of this agreement.

  
\_\_\_\_\_  
RANDY MOORE, Regional Forester  
U.S. Forest Service, Pacific Southwest Region

7/23/12  
Date

  
\_\_\_\_\_  
JAMES G. KENNA, State Director  
USDI Bureau of Land Management, California State Office

7/23/2012  
Date

  
\_\_\_\_\_  
PAUL McINTOSH, Executive Director  
California State Association of Counties

7/23/12  
Date

  
\_\_\_\_\_  
GREG NORTON, President  
Regional Council of Rural Counties

7/23/12  
Date

## RESOLUTION 12- [REDACTED]

### RESOLUTION OF THE BOARD OF SUPERVISORS OF [COUNTY NAME]

WHEREAS, [County name] wishes to improve/enhance the working relationship between [USFS or BLM] and the county;

WHEREAS, [County name] recognizes the need for a communications framework to ensure consistency within such a working relationship;

WHEREAS, [County name] acknowledges the utility of the Memorandum of Agreement (MOA) between Regional Council of Rural Counties (RCRC), California State Association of Counties (CSAC), the United States Forest Service (USFS), and the Bureau of Land Management (BLM) in accomplishing this goal;

WHEREAS, the MOA is an additional tool that counties can utilize to improve/enhance the relationship between [County name] and [USFS or BLM]; the MOA in no way jeopardizes or otherwise infringes upon the current legal rights of counties or the existing legal obligations of the USFS under the Planning Rule/BLM under FLPMA to their local government partners; and

WHEREAS, [County name] believes that the use of this MOA will improve/enhance the existing relationship between it and the USFS/BLM and hopes that the clarity and stability that it will bring to the communications between this county and this federal land management entity will benefit the people and the communities within [County name].

NOW, THEREFORE, be it resolved that the Board of Supervisors of [County name].

- 1) Adopts the tenets provided by the Memorandum of Agreement between RCRC, CSAC, USFS, and BLM for utilization by [County name];
- 2) Hereby invokes the terms of the MOA with [name of Forest or BLM field office]; and
- 2) Designates [individual, title, or position] as the point of contact between [County name] and [name of Forest or BLM field office].

**R-5 FOREST SUPERVISORS,  
DEPUTY FOREST SUPERVISORS & ASSISTANTS**

<b>NAME</b>	<b>OFFICE</b>
<u>Angeles 01</u> – Fax (626)821-6777 FS-Tom Contreras DFS-Marty Dumpis Asst: Lisa Lugo 701 N. Santa Anita Ave, Arcadia 91006	(626)574-5215
<u>Cleveland 02</u> – Fax (858)673-6192 FS-Will Metz Asst: La Sean Brown 10845 Rancho Bernardo Rd. Suite 200, San Diego 92127	(858)674-2983
<u>Eldorado 03</u> – Fax (530)621-5282 FS-Kathy Hardy Asst: Laura French 100 Forni Road, Placerville 95667	(530)621-5205
<u>Inyo 04</u> – Fax (760)873-2486 FS-Ed Armenta Asst: Mirrisa Lizardi 351 Pacu Lane, Suite 200, Bishop 93514	(760)873-2433
<u>Klamath 05</u> – Fax (530)841-4571 FS-Patty Grantham DFS-Chris Frisbee Asst: Terrie Sabato 1711 S. Main Street, Yreka 96097	(530)841-4500
<u>Lassen 06</u> – Fax (530)252-6463 FS-Jerry Bird Asst: Paula Dante 2550 Riverside Drive, Susanville 96130	(530)252-6602
<u>Los Padres 07</u> – Fax (805)961-5755 FS-Peggy Hernandez DFS-Ken Heffner Asst: Jane Childers 6755 Hollister Ave, Ste 150, Goleta 93117	(805)961-5733
<u>Mendocino 08</u> – Fax (530)934-1174 FS-Sherry Tune Asst: Vacant 825 North Humboldt Ave, Willows 95988	(530)934-1101
<u>Modoc 09</u> – Fax (530)233-8719 FS-Kimberly Anderson Asst: Debby Yamagiwa 800 West 12 <sup>th</sup> Street, Alturas 96101	(530)233-8702
<u>Six Rivers 10</u> – Fax (707)441-3598 FS-Tyrone Kelley DFS-Merv George Asst: Sheree Lampley 1330 Bayshore Way, Eureka 95501	(707)441-3517

<b><u>Plumas 11</u></b> – Fax (530)283-7717 <b>FS-Earl W. Ford</b> <b>DFS-Laurence Crabtree</b> <b>Asst: Katie Martens</b> <b>159 Lawrence Street, Quincy 95971</b>	(530)283-7810
<b><u>San Bernardino 12</u></b> – Fax (909)383-5504 <b>FS-Jody Noiron</b> <b>DFS-Tom Gillett</b> <b>Asst: Tahja Pino</b> <b>602 South Tippecanoe Avenue</b> <b>San Bernardino 92408</b>	(909)382-2604
<b><u>Sequoia 13</u></b> – Fax (559)781-4744 <b>FS-Kevin Elliott</b> <b>Asst: Maureen Santos</b> <b>1839 S. Newcomb St, Porterville 93257</b>	(559)784-1500x1111
<b><u>Shasta-Trinity 14</u></b> – (530)226-2475 <b>FS-Sharon Heywood</b> <b>DFS-Alan Olson</b> <b>Asst: Renee Maggio</b> <b>3644 Avtech Parkway, Redding 96002</b>	(530)226-2522
<b><u>Sierra 15</u></b> – Fax (559)294-4861 <b>FS-Dean Gould-Acting</b> <b>Asst: Barbara Fleming</b> <b>1600 Tollhouse Road, Clovis 93611</b>	(559)297-0706x4801
<b><u>Stanislaus 16</u></b> – Fax (209)532-5265 <b>FS-Susan Skalski</b> <b>DFS-Tina Welch</b> <b>Asst: Shandy Bearden</b> <b>19777 Greenley Road, Sonora 95370</b>	(209)532-3671 x232
<b><u>Tahoe 17</u></b> – Fax (530)478-6109 <b>FS-Tom Quinn</b> <b>DFS-Eli Ilano</b> <b>Asst: Monique Bluvas</b> <b>631 Coyote Street, Nevada City 95959</b>	(530)478-6202
<b><u>Lake Tahoe Basin 19</u></b> – Fax (530)543-2739 <b>FS-Nancy Gibson</b> <b>DFS-Jeff Marsolais</b> <b>Asst: Arla Hains</b> <b>35 College Drive, S. Lake Tahoe 96150</b>	(530)543-2773



# Bureau of Land Management Jurisdiction

## California State Office

2800 Cottage Way, Suite W1623, Sacramento, CA 95825-1886

James G. Kenna, State Director; Angie Lara, Associate State Director

Information Access Center 916/978-4400

www.blm.gov/california



## **Bureau of Land Management – California Counties by Field Offices**

**Northern California District** - Nancy Hagh, District Manager

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**Alturas Field Office** - Tim Burke, Field Manager

Counties: Lassen, Modoc, Shasta, Siskiyou

**Arcata Field Office** – Lynda Roush, Field Manager

Counties: Del Norte, Humboldt, Mendocino, Trinity

**Eagle Lake Field Office** – Ken Collum, Field Manager

Counties: Lassen, Nevada, Plumas, Sierra

**Redding Field Office** – Jennifer Mata, Field Manager

Counties: Butte, Shasta, Siskiyou, Tehama, Trinity

**Surprise Field Office** – Tim Burke, Acting Field Manager

Counties: Lassen, Modoc

**Central California District** – Este Stifel, District Manager

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**Bakersfield Field Office** – Tim Smith, Field Manager

Counties: Fresno, Inyo, Kern, Kings, Madera, Monterey, San Luis Obispo, Santa Barbara, Tulare, Ventura

**Bishop Field Office** – Bernadette Lovato, Field Manager

Counties: Inyo, Mono

**Hollister Field Office** – Rick Cooper, Field Manager

Counties: Alameda, Contra Costa, Fresno, Merced, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus

**Mother Lode Field Office** – Bill Haigh, Field Manager

Counties: Alpine, Amador, Calaveras, Colusa, El Dorado, Mariposa, Merced, Nevada, Placer, Sacramento, San Joaquin, Stanislaus, Sutter, Tuolumne, Yuba

**Ukiah Field Office** – Rich Burns, Field Manager

Counties: Colusa, Glenn, Lake, Marin, Mendocino, Napa, Solano, Sonoma, Yolo

**California Desert District** – Teri Raml, District Manager

---

**Barstow Field Office** – Mickey Quillman, Acting Field Manager

Counties: Inyo, Riverside, San Bernardino

**El Centro Field Office** – Margaret Goodro, Field Manager

Counties: Imperial, San Diego

**Needles Field Office** – Rusty Lee, Field Manager

County: San Bernardino

**Palm Springs Field Office** – John Kalish, Field Manager

Counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego

**Ridgecrest Field Office** – Michael Reiland, Acting Field Manager

Counties: Inyo, Kern, Los Angeles, Mono, San Bernardino



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

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<b>MEETING DATE</b>	October 2, 2012	<b>DEPARTMENT</b>	Public Works - Solid Waste Division
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	20 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Tony Dublino
<b>SUBJECT</b>	Solid Waste Gate Fee Waivers		

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### AGENDA DESCRIPTION:

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

Recieve presentation and discuss current practices relating to tipping fee waivers at the county landfill. Consider recommended policies to ensure efficient practices moving forward. Consider proposed resolution #R12-\_\_\_\_, establishing policies and procedures for the waiving of tipping fees for certain events and activities within Mono County.

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### RECOMMENDED ACTION:

Adopt proposed resolution #R12-\_\_\_\_, establishing policies and procedures for the waiving of tipping fees for certain events and activities within Mono County. Provide any desired direction to staff.

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### FISCAL IMPACT:

Depending on Board direction, approximately \$15,000/year in waived tipping fees.

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**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5453 / tdublino@mono.ca.gov

---

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

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

## ATTACHMENTS:

Click to download

 [Tipping Fee Staff](#)

 [Fee Waiver Resolution](#)

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### History

Time	Who	Approval
9/12/2012 7:58 AM	County Administrative Office	Yes
9/25/2012 12:11 PM	County Counsel	Yes
9/19/2012 3:29 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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)

October 2, 2012

**TO:** Honorable Mono County Board of Supervisors

**FROM:** Tony Dublino, Solid Waste Superintendent

**RE:** Waiver of Solid Waste Disposal Fees for Community Clean-up Events and Other Activities

**RECOMMENDED ACTION:** Adopt Resolution 12-xx, establishing policies and procedures for the waiver of tipping fees for certain events within Mono County.

## **BACKGROUND:**

The Board of Supervisors has been approached over the years to waive tipping fees at the county's landfills for a variety of activities. Because these waivers are authorized by separate resolution and minute orders and because recent additional requests have been deemed legitimate by the Board, it is recommended that the Board revisit these waivers with a singular resolution that will clearly define the scope of the fee waiver program and provide direction for implementation and cost allocation into the future.

These waivers began with Resolution 98-56, "authorizing an exemption from tipping fees for thrift stores disposing of certain solid waste at county solid waste facilities and prescribing certain policies and procedures related thereto." Those policies authorized the exemption of fees for the disposal of items of personal property left abandoned on the thrift store's premises without the store's consent." The Resolution established that "disposal of solid waste generated by the thrift store in its ordinary course of business shall not be exempt."

In 2002, The BOS passed Minute Order 02-95, authorizing "the Public Works Director to annually waive solid waste disposal fees associated with trash collected during annual community clean-up events conducted by volunteer groups throughout Mono County. The Minute Order provides that "waived fees shall generally apply to litter and other routine waste materials and shall not include large household appliances, car bodies or other large, bulky objects that require special handling. This waiver shall apply only to organized events that take place on public lands or public rights-of-way, but does not extend to the Caltrans Adopt-a-Highway program. The organizing group shall make request for waiver from solid waste disposal fees in writing to the Public Works Director at least ten working days prior to the scheduled event-taking place."

In 2004 there was a request by BLM to have gate fees waived for cleaning up Public Land, but this request was ultimately denied. The reasons cited were concerns that such a waiver might increase illegal dumping.

Also in 2004, the Board of Supervisors authorized Public Works to grant waivers for loads of clean wood to encourage residents to clear defensible space around their homes. The wood waiver program was limited in scope each year and rotated by region throughout the county, until potential fire hazards in 2007 prompted Board Minute Order MO07-124, which authorized the countywide wood waiver program in 2007.

In 2011, the BLM again requested waiver of tipping fees for illegally dumped trash on public lands, this time through the Collaborative Planning Team. The concept was brought before the Board in early 2012, when there appeared to be support for the waiver but was no formal action was taken.

Throughout this time, the costs for the waivers have not been specifically transferred from the General Fund to the Solid Waste Enterprise Fund.

**DISCUSSION:**

The first issue is to receive direction from the Board on how the waivers should be accounted for. The Board may wish to have the fiscal impacts of the waivers continued to be covered by the Solid Waste Enterprise Fund, or the Board may wish to create an annual General Fund policy item whereby the cost of the waivers would be allocated from the General Fund, and not charged to the Solid Waste Enterprise Fund.

The second issue is to resolve minor issues with the implementation and record keeping for the existing waiver programs.

For example, implementation of Resolution 98-56 has been challenging because it is impossible for a gate attendant to know whether the items being disposed of were in fact “abandoned on the premises,” or if they are simply items that have gone unsold for some time and are now being disposed of.

If it is the intent of the Board to waive fees for both, then there is no cause for additional management or reporting, but if the intent remains as it was in Resolution 98-56, then additional reporting by the Thrift Stores may be in order, heading into the future.

Community clean-up events have also been problematic. Although the minute order states the waiver “shall not include large household appliances, car bodies or other large, bulky objects that require special handling,” the community clean-up events (most notably in Mammoth Lakes) have increasingly included many of these items, to the point that it appears the program is being taken advantage of by citizens who want to save special handling fees, and literally stockpile these items for the annual community clean-up day.

Staff fully supports and encourages community clean-up events, but wants to ensure that the events are managed in such a way that they achieve the intent of the Minute Order—to clean up the communities, and not necessarily offer a ‘free dump day’ for televisions, tires, mattresses, and other bulky items that require special handling.

If the Board wants to expand the waiver to include these items, then no additional management will be necessary, but if the Board desires to preserve the initial intent, then additional management or operational changes can be developed to ensure the program is carried out in that manner.

Pursuant to direction provided in early 2012, staff recommends the waiver of fees for trash collected from public lands. This trash may be delivered to the Landfill or Transfer Stations by either the BLM or USFS, or a duly authorized partner of these agencies (e.g., Friends of the Inyo, Mammoth Lakes Trails and Public Access).

Operationally, accounts can be set up for each waiver program, so there will be some accounting of how much this is costing the county. In 2008, this cost of all waivers totaled \$8,300.

The costs associated with the waivers for the last two years are as follows:

<u>Fiscal Year</u>	<u>2010/2011</u>	<u>2011/2012</u>
Thrift Store Waivers	\$925	\$1,593
Mammoth Town Cleanup	\$3,606	\$3,399
Wood Waiver Program	\$4,201	\$4,780
<b><u>Totals</u></b>	<b><u>\$8,732</u></b>	<b><u>\$9,772</u></b>

There are additional local events that have recently requested to have tipping fees waived. Although it is recognized that local events are an important part of our economy and culture, the trash generated by these events is seen as a direct impact, and cost, of the event itself. Because events come in all shapes and sizes, it

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seems prudent to not exempt all events for the cost of disposing the trash they generate, knowing that each event retains the right to request an individual waiver from the Board.

The resolution that accompanies this item is staff's recommendation for an efficient course forward. In addition to consolidating the language from past Resolutions and Minute Orders (in plain text), staff has included additional language (italicized) that addresses some of the above concerns, and includes additional programs. The Board is encouraged to consider the changes to existing language as presented in the proposed resolution and make suggestions or changes as deemed necessary to reflect the Board's intent.

Respectfully Submitted,

Tony Dublino  
Solid Waste Superintendent



1  
2 **A RESOLUTION OF THE MONO COUNTY**  
3 **BOARD OF SUPERVISORS**  
4 **ESTABLISHING POLICIES AND PROCEDURES FOR THE**  
5 **WAIVER OF TIPPING FEES FOR CERTAIN EVENTS AND ACTIVITIES**  
6 **WITHIN MONO COUNTY.**

7 **WHEREAS**, the Board of Supervisors has adopted Resolution 98-56 and Minute Orders 02-95  
8 and 07-124, authorizing certain exemptions from tipping fees at county landfills and transfer stations;  
9 and

10 **WHEREAS**, the purpose and intent of such waivers has historically been to promote  
11 community efforts to clean up public lands and to promote the beneficial reuse of items which would  
12 otherwise be discarded; and

13 **WHEREAS**, the County has been approached in recent years by individuals and entities  
14 requesting fee waivers for similar beneficial purposes; and

15 **WHEREAS**, the Solid Waste Task Force has reviewed those requests and recommended the  
16 policies set forth in this Resolution to the Board; and

17 **WHEREAS**, the Board of Supervisors finds and declares that the granting of fee waivers as set  
18 forth in this Resolution fulfills the public purposes of reducing litter and encouraging the beneficial  
19 reuse of discarded goods; and

20 **WHEREAS**, it is the desire of the Board to provide a unified Resolution governing fee waivers  
21 which establishes clear policies pursuant to which such waivers may be implemented in the years to  
22 come;

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

25 **SECTION ONE: EXEMPTION AUTHORIZED**

26 The Mono County Department of Public Works shall exempt any thrift store operating in Mono  
27 County from payment of tipping fees for the disposal of items of personal property left and abandoned  
28 on the thrift store's premises without the store's consent, **as well as items the store has duly attempted**  
**to sell and re-use, but have been deemed by the thrift store as unsellable.** The disposal of solid waste  
generated by the thrift store in its ordinary course of business shall not be exempt from tipping fees.  
**When disposing of such items and materials, a fee waiver manifest will be required and logged**  
**accordingly.**

1 The Mono County Department of Public Works shall waive solid waste disposal fees associated with  
2 trash collected during annual community clean-up events conducted by volunteer groups throughout  
3 Mono County. Waived fees shall generally apply to litter and other routine waste materials and shall  
4 not include large household appliances, car bodies or other large, bulky objects that require special  
5 handling. **It is the responsibility of the event organizer to ensure the event is conducted so as to**  
6 **prohibit these items from being disposed of during the event.** This waiver shall apply only to  
7 organized events that take place on public lands or public rights-of-way, but does not extend to the  
8 Caltrans Adopt-a-Highway program. The organizing group shall make request for waiver from solid  
9 waste disposal fees in writing to the Public Works Director at least ten working days prior to the  
10 scheduled event-taking place. **When disposing of such items and materials, a fee waiver manifest will**  
11 **be required and logged accordingly.**

12 **The Mono County Department of Public Works shall waive solid waste disposal fees associated with**  
13 **the disposal of clean wood waste when valid coupons are presented at the time of disposal. These**  
14 **coupons shall be distributed by the local fire chiefs, and shall be distributed based on the need for**  
15 **defensible space. The fire chief for each fire district shall estimate the total number of coupons**  
16 **needed within the district.**

17 **The Mono County Department of Public Works shall waive solid waste disposal fees associated with**  
18 **illegally dumped trash and debris on public lands that has been collected and transported to the**  
19 **transfer station and landfills by the USFS or the BLM, or their authorized representative. When**  
20 **disposing of such items and materials, a fee waiver manifest will be required and logged**  
21 **accordingly.**

## 22 SECTION TWO: DEFINITIONS

23 The term "thrift store" means a store with a regular place of business and regular hours of operation the  
24 ongoing business activity of which consists primarily of accepting and receiving donations of used  
25 personal property from members of the public, which it sells to other members of the public. As used  
26 in this resolution, the term donation means only the voluntary relinquishment of possession, title, and  
27 any future claim with respect to an item of personal property without receipt by the donor of such  
28 property of any actual or potential money, goods, services, promises, or other consideration in  
exchange for such relinquishment. All terms forms used in this resolution shall have the same meaning

1 as set forth In the Definitions section of Resolution 98-27 of the Board of Supervisors, unless the  
2 context clearly requires otherwise.

### 3 4 **SECTION THREE: EXEMPTION PERMITS**

5 Any organization claiming status as “thrift store” and, wishing to utilize the tipping-fee exemption  
6 authorized by this resolution shall first apply to the Department of Public Works for an exemption  
7 permit. The form of such applications and the manner of their processing shall be prescribed by the  
8 Public Works Department. The Director of Public Works or his or her designee (“the Director”) shall  
9 grant an exemption permit to any applicant who, in the sole judgment of the Director, meets the  
10 definition of thrift store prescribed herein. Permits issued shall remain valid until suspended or revoked  
11 by the Director. Permits are non-transferable without the express written consent of the Director.  
12 Permits are a privilege, not a right, property interest, or entitlement of any kind and the Board of  
13 Supervisors may discontinue, modify, or limit the fee waiver program at any time. The Director may  
14 require permit holders or their representatives to present their permits and such other documentation as  
15 the Director may deem appropriate at the gates of the landfill when disposing of waste for which an  
16 exemption is claimed. The Director may impose such other procedural requirements on permit holders  
17 as the Director deems appropriate in order to verify exemption eligibility, account for exempt waste  
18 going into the landfill, or otherwise implement this resolution. The Director may also from time to time  
19 require any permit holder to supply such information as the Director deems necessary In order to verify  
20 the holder's continuing eligibility for the permit. A permit may be revoked or suspended by the Director  
21 at any time, with or without notice or a hearing, for any of the following reasons: failure by a permit  
22 holder to provide information requested by the Director; failure by a permit holder to comply with any  
23 permit-related requirement imposed by the Director; fraud or misrepresentation by any person in  
24 applying for or using a permit; intentional or negligent misuse or abuse of the permit; failure by the  
25 permit holder to meet the definition of “thrift store” at any point; or such other reason as the Director  
26 may deem appropriate. The Director’s decision on any issue relating to exemption permits, including  
27 but not limited to permit issuance, suspension, or revocation, shall be final and non-appealable.  
28

### 26 **SECTION FOUR: REPORTING AND ACCOUNTING**

27 **Any trash for which a fee waiver is granted (hereinafter “exempt trash”) must be charged to an**  
28 **account established for that specific purpose. Whenever exempt trash is delivered to the landfill,**  
**except when a wood waiver coupon is used, the responsible individual shall be required to fill out a**

1 Fee Waiver Manifest log identifying the origin of the trash, and any other information the Public  
2 Works Director deems necessary and appropriate for accounting and reporting purposes.

3  
4 The Director or his designee shall report the annual totals of the waiver programs to the Board of  
5 Supervisors during the first quarter of each year, and the Board shall consider future funding of  
6 waivers as a budgetary policy item.

7 **SECTION FIVE: MISCELLANEOUS**

8 This resolution supersedes Resolution 98-56, and Minute Orders 02-95 and 007-124. In the event that a  
9 portion of this resolution is ever declared unconstitutional, invalid, or otherwise unenforceable by a  
10 court of competent jurisdiction, such portion shall be severable from the remaining provisions of this  
11 resolution, which the Board of Supervisors declares it would have adopted even without the severed  
12 portion(s).

13 **PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by  
14 the following vote, to wit:

15 **AYES:**  
16 **NOES:**  
17 **ABSENT:**  
18 **ABSTAIN:**

19 \_\_\_\_\_  
20 Vikki Magee-Bauer, Chair  
21 Mono County Board of Supervisors

22 ATTEST:

23 APPROVED AS TO FORM:

24 \_\_\_\_\_  
25 Clerk of the Board

26 \_\_\_\_\_  
27 County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012                      **DEPARTMENT** Public Works - Engineering  
Division

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED** 15 minutes                      **PERSONS  
APPEARING  
BEFORE THE  
BOARD** Garrett Higerd

**SUBJECT** Tract Map 37-59A&B, Rock  
Creek Canyon Final Map

### AGENDA DESCRIPTION:

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

Tentative Tract Map No. 37-59A&B was conditionally approved by the Mono County Board of Supervisors at a public hearing held on December 21, 2010. The Final Map will divide APN 026-330-003, totaling 29 acres, into fourteen lots: twelve market-rate single family residential lots, and two parcels devoted to complementary uses including a trailhead parking lot and a 5.59 acre open space parcel.

### RECOMMENDED ACTION:

1. Approve the Final Map for Tract No. 37-59A&B, Rock Creek Canyon – Phases 1 & 2, finding that all conditions of approval have been met, and authorize the Board Clerk's signature on said map certifying approval of such;
2. Reject on behalf of the public the offer of dedication for Lot A, as shown on said map.
3. Reject on behalf of the public the offer of dedication for the Public Access Trail Easement, as shown on said map.
4. Reject on behalf of the public the offer of dedication for the Conservation Easement for rock wall and historic ditch, as shown on said map.
5. Direct the Public Works Director to file for recordation a notarized copy of a Notice of Development Conditions on Property for the project in the office of the County Recorder.

### FISCAL IMPACT:

None. All subdivision improvements benefiting Tract No. 37-59A&B have been installed by the Developer as a condition of map approval and at no expense to the County.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760.932.5457 / ghigerd@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF

**SEND COPIES TO:**

THE COUNTY ADMINISTRATOR  
PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

Click to download

- [📄 Staff Report](#)
  - [📄 Exhibit 1 - Reduced Map](#)
  - [📄 Exhibit 2 - Status of Conditions of Approval](#)
  - [📄 Exhibit 3 - Notice of Development Conditions](#)
  - [📄 Exhibit 4 - CC&Rs](#)
- 

**History**

Time	Who	Approval
9/17/2012 8:31 AM	County Administrative Office	Yes
9/26/2012 1:32 PM	County Counsel	Yes
9/17/2012 7:47 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:** October 2, 2012  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Senior Engineer  
**Re:** Tract Map 37-59A&B, Rock Creek Canyon Final Map

### **Recommended Action:**

1. Approve the Final Map for Tract No. 37-59A&B, Rock Creek Canyon – Phases 1 & 2, finding that all conditions of approval have been met, and authorize the Board Clerk's signature on said map certifying approval of such;
2. Reject on behalf of the public the offer of dedication for Lot A, as shown on said map.
3. Reject on behalf of the public the offer of dedication for the Public Access Trail Easement, as shown on said map.
4. Reject on behalf of the public the offer of dedication for the Conservation Easement for rock wall and historic ditch, as shown on said map.
5. Direct the Public Works Director to file for recordation a notarized copy of a Notice of Development Conditions on Property for the project in the office of the County Recorder.

### **Fiscal Impact:**

None. All subdivision improvements benefiting Tract No. 37-59A&B have been installed by the Developer as a condition of map approval and at no expense to the County.

### **Background:**

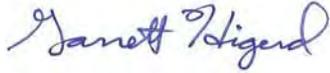
Tentative Tract Map No. 37-59A&B was conditionally-approved by the Mono County Board of Supervisors at a public hearing held on December 21, 2010. The Final Map will divide APN 026-330-003, totaling 29-acres, into fourteen lots: twelve market-rate single family residential lots, and two parcels devoted to complementary uses including a trailhead parking lot and a 5.59 acre open space parcel. The project is located at 7997 Lower Rock Creek Road (aka former Paradise Resort). A reduced copy of the eight-sheet Final Map is attached to this staff report as Exhibit 1.

The Final Map is in compliance with the Subdivision Map Act and local ordinances and is consistent with the conditionally-approved tentative map. Further, the developer has complied with all map conditions required relative to Final Map approval, including payment of a mitigation fee for the Paradise Transfer Station, building of a trailhead parking lot (Lot A), and the moving of the historical cabins to Parchers Resort. A narrative of the map conditions, attached as Exhibit 2, presents a summary of each condition of approval and its method of compliance.

Consistent with applicable provisions of the Subdivision Map Act, the Board of Supervisors must take action to accept or reject any dedications provided on the map by the Subdivider. For this map, this includes dedication of Lot A, a Public Access Trail Easement, and a Conservation Easement for rock wall and historic ditch.

Please contact me at 760.932.5457 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE  
Senior Engineer

Attachment:   Exhibit 1:   Reduced Copy of Tract 37-59A&B Final Map  
                  Exhibit 2:   Status of Conditions of Approval  
                  Exhibit 3:   Draft Notice of Development Conditions on Property  
                  Exhibit 4:   Draft CC&Rs

OWNERSHIP STATEMENT

I, the undersigned, being all parties having any record title interest in the real property being subdivided, do hereby consent to the preparation and recording of this Tract Map. I hereby offer to the public, Lot A, as designated on this map. I also hereby offer to the public the Public Access Trail easement as designated on this map. I also hereby offer to the public the Conservation Easement for rock wall and historical ditch as designated on this map. I also hereby reserve hereon those easements located on and across Lots A, 1 thru 12 and the Open Space Lot for roads, water, sewer, conservation and utilities as designated on this map.

As Owner: JOHN W. HOOPER, A MARRIED MAN

As Beneficiary: Wells Fargo Bank, N.A., under Deed of Trust recorded April 14, 2009 as Instrument No. 2009001671 of Official Records of Mono County.

State of California ) ss.
County of INYO )
On AUGUST 29, 2012, before me, JOHNNY M. COBB, NOTARY PUBLIC, a notary public, who personally appeared JOHN W. HOOPER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public (Sign and print name) JOHNNY M. COBB
Commission No. 1848910 expires JUNE 9, 2013
County of my principal place of business: INYO

State of )
County of )
on ) ss. ) before me, ) a notary public, who personally appeared )
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public (Sign and print name)
Commission No. expires
County of my principal place of business:

CLERK TO THE BOARD'S STATEMENT

I hereby state that the Mono County Board of Supervisors, at a regular meeting thereof, held on the day of 2012, by an order duly passed and entered, did approve the Final Map for Tract No. 37-59, and did also on behalf of the public, Lot A, as shown on this map, and did also on behalf of the public the Public Access Trail easement as shown on this map, and did also on behalf of the public the Conservation Easement for rock wall and historic ditch as shown on this map.

Date
Lynda Roberts
Clerk to the Board of Supervisors

TAX COLLECTOR'S CERTIFICATE

I hereby certify that, according to the records on file in this office, there are no liens against this subdivision, or any part thereof, for unpaid state, county, municipal, or local taxes or special assessments collected as taxes, except taxes or special assessments not yet payable. Taxes or special assessments collected as taxes which are a lien but not yet payable are estimated to be in the amount of \$21,816.51 for which receipt of good and sufficient security conditioned upon payment of these taxes is hereby acknowledged.

Mono County Tax Collector
Rosemary Glazier
Assistant Director of Finance

HEALTH DEPARTMENT'S CERTIFICATE

I hereby certify that this subdivision is approved by the Mono County Health Officer.

Date 9/20/12
Yvonne Molina
Department of Environmental Health

PLANNING COMMISSION CERTIFICATE

This Tract Map has been reviewed by the undersigned and found to be in substantial conformance with the conditionally-approved tentative map. Therefore, in accordance with the provisions of Mono County Code Section 17.20.170, this map is hereby approved, said approval having been ratified by the Mono County Planning Commission on SEPTEMBER 13, 2012.

Date 9/13/12
Steve Shipley, Chair
Mono County Planning Commission

Date
Scott Burns, Director
Mono County Community Development Dept.

SIGNATURE OMISSIONS

The signatures of the following companies, their successors and assigns, owners of easements as disclosed by the following deeds recorded in the Official Records of Mono County, have been omitted under the provisions of Section 66.436(a)(3)(A)(i) of the Subdivision Map Act:

- Lower Rock Creek Water Company Book 107, Page 16 O.R. Water pipe lines, reservoir pumping plant systems
Mutual Water Company Book 199, Page 325 O.R. Water pipe lines, reservoir pumping plant systems
Book 266, Page 466 O.R. Maintenance
Book 706, Page 127 O.R. Construction, operation and maintenance of waterline, well and equipment
Book 101, Page 172 O.R. Aerial and underground electric lines and communication
Book 278, Page 26 O.R. Underground electrical supply system and communication system
Wilkes Paradise Inc. Book 199, Page 372 O.R. Ingress and egress and pipeline

RECORDER'S CERTIFICATE

Filed this day of 2012 at M., in Book of Tract Maps at Pages, at the request of John W. Hooper.

Instrument No. Fee:
Lynda Roberts
Mono County Recorder
Deputy Mono County Recorder

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of John Hooper in March 2012. I hereby state that all the monuments are of the character and occupy the positions indicated or that they will be set in those positions before 09-01-2012 and that the monuments are, or will be, sufficient to enable the survey to be retraced, and that this final map substantially conforms to the conditionally approved tentative map.



Date 08/27/12
Andrew K. Holmes
Andrew K. Holmes L.S. NO. 4428

COUNTY SURVEYOR'S STATEMENT

This map has been examined by me and the subdivision as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof. All provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map have been complied with. I am satisfied that this map is technically correct.

Mono County Surveyor
Date 09-01-2012
Soils Note
Brett K. Jefferson P.L.S. 6287

A soils report was prepared on August 10, 2006 by Sierra Geotechnical Services, Inc., under the signature of Thomas A. Platz, R.C.E. 41039. A copy of said report is on file with the Mono County Department of Public Works.

C.C. & R.'s NOTE

The Declarations of Covenants, Conditions, Restrictions and Reservations are recorded as Instrument No. in the Office of the Mono County Recorder.

NOTE, CONDITIONS OF APPROVAL

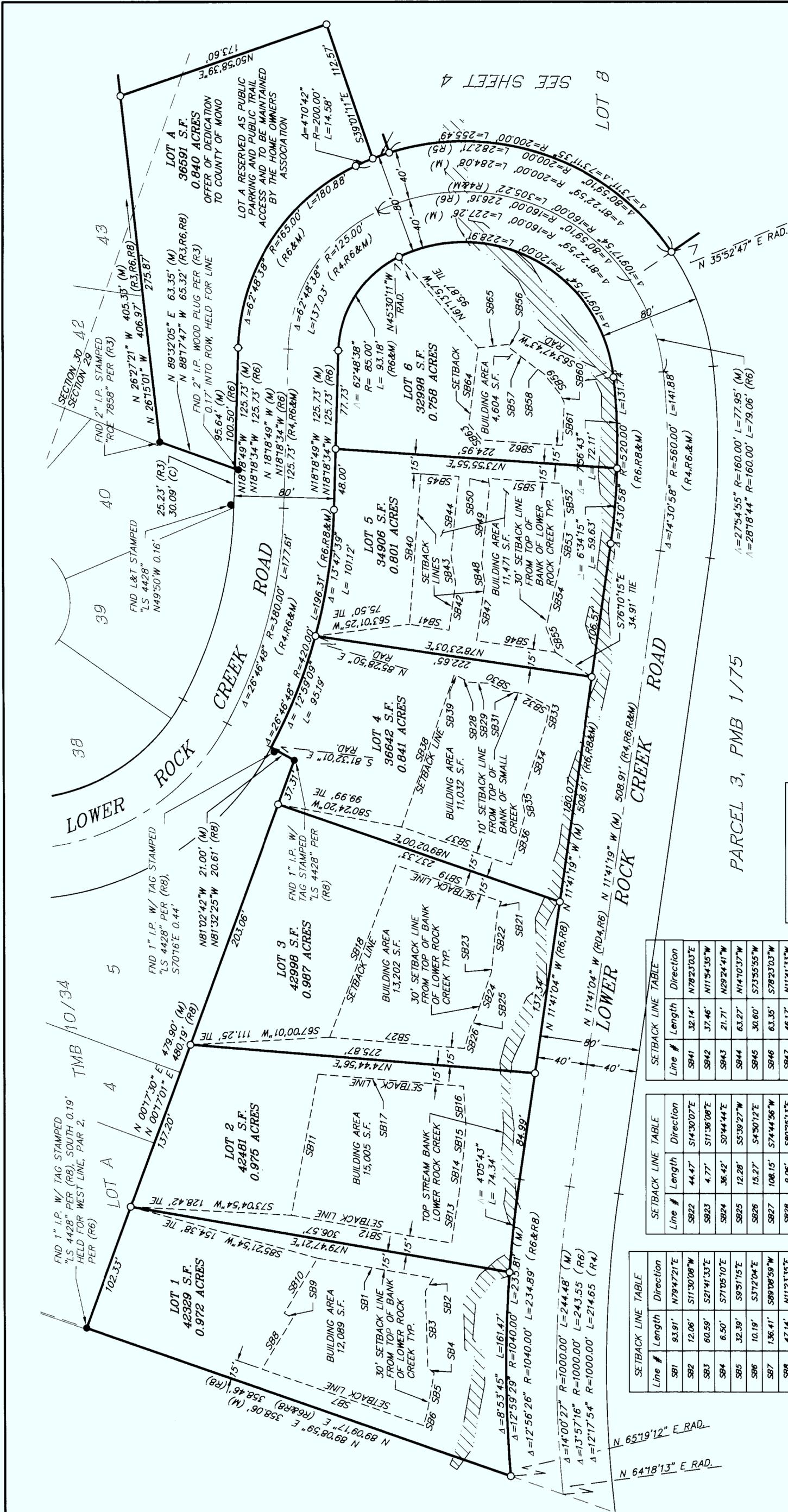
Present and future owners of the lots created by this map are to comply with requirements of the Mono County General Plan and Development Standards and Mitigation Measures specific to this map, including, but not limited to, Conditions of Map Approval No. which address visual impact, building character, lighting, wood burning devices, construction conditions, erosion control measures, vegetation removal and revegetation, landscaping, nuisance control, animal management, water supply and sewage disposal.

Conditions of Approval governing the lots created by this map were recorded as Document No. of Official Records, County of Mono, on 20. If any inconsistencies exist between the requirements set forth in these documents, the more restrictive shall apply.

TRACT MAP NO. 37-59A&B PHASES 1 AND 2

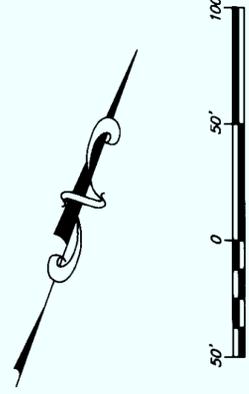
IN THE UNINCORPORATED TERRITORY OF MONO COUNTY BEING LOCATED IN SECTIONS 29 & 30, T. 5 S., R. 31 E., MOUNT DIABLO BASE AND MERIDIAN, AND ALSO BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 37-41, SIERRA PARADISE UNIT NO. 4, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.





**TRACT MAP NO. 37-59A&B**  
**PHASES 1 AND 2**

IN THE UNINCORPORATED TERRITORY OF MONO COUNTY BEING LOCATED IN SECTIONS 29 & 30, T. 5 S., R. 31 E., MOUNT DIABLO BASE AND MERIDIAN, AND ALSO BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 37-41, SIERRA PARADISE UNIT NO. 4, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

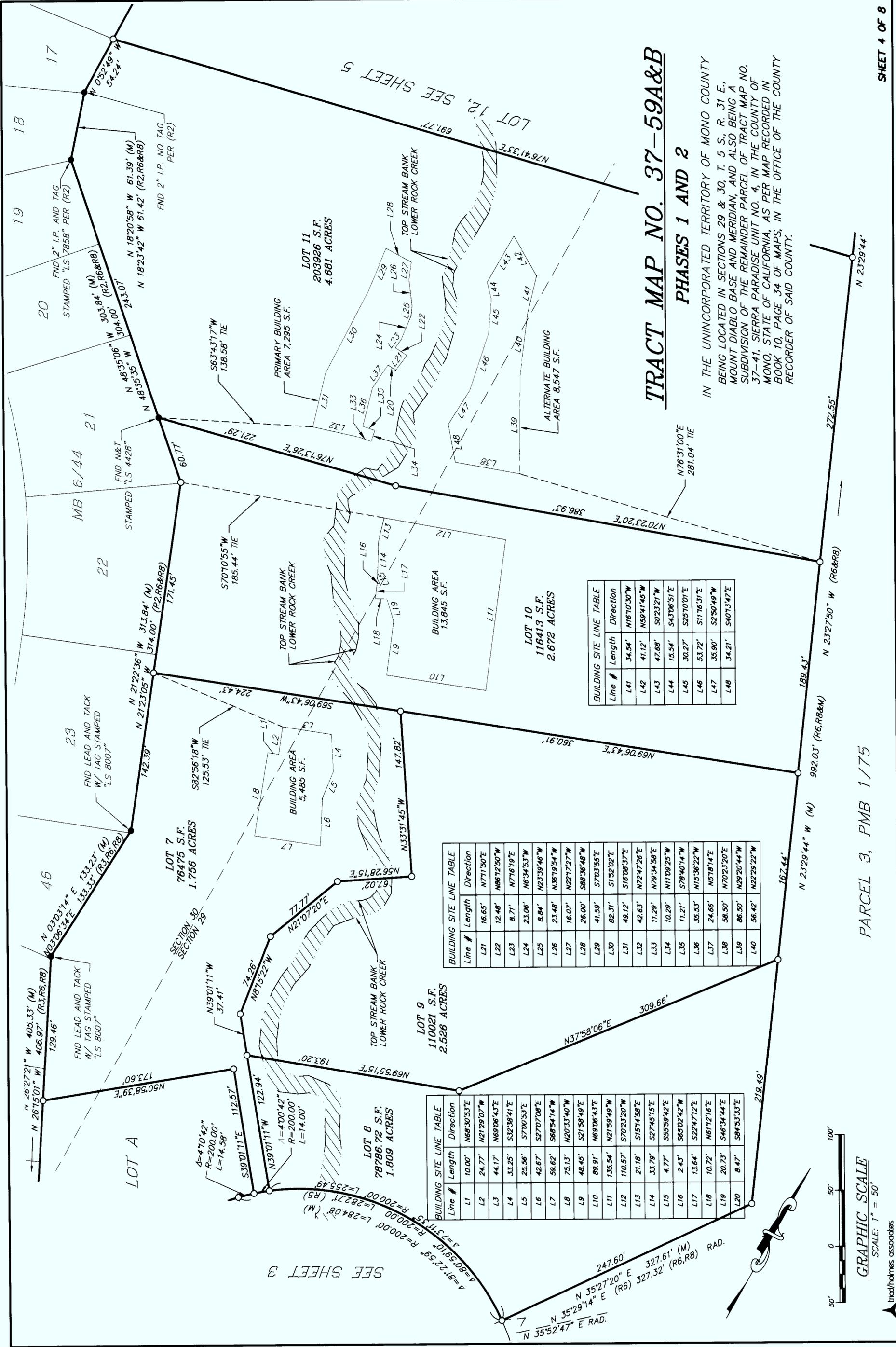


Line #	Length	Direction
SB60	7.01'	S45°17'50"E
SB61	34.18'	S17°28'15"E
SB62	64.21'	S73°56'19"W
SB63	15.98'	N59°40'40"W
SB64	60.95'	N12°54'29"W
SB65	24.03'	N63°32'27"E

Line #	Length	Direction
SB41	32.14'	N78°23'03"E
SB42	37.46'	N17°54'35"W
SB43	21.71'	N29°24'41"W
SB44	63.27'	N14°10'37"W
SB45	30.60'	S73°55'55"W
SB46	63.35'	S78°23'03"W
SB47	46.17'	N1°41'33"W
SB48	15.64'	N29°24'41"W
SB49	60.50'	N13°57'04"W
SB50	6.87'	N26°34'11"W
SB51	58.22'	N73°55'55"E
SB52	29.95'	S25°23'32"E
SB53	37.14'	S12°42'36"E
SB54	48.45'	S72°11'37"E
SB55	20.78'	S40°50'13"E
SB56	3.47'	S47°00'14"E
SB57	21.85'	S72°34'55"E
SB58	11.43'	S73°51'54"E
SB59	20.98'	S59°02'05"E

Line #	Length	Direction
SB22	44.47'	S14°30'07"E
SB23	4.77'	S11°36'08"E
SB24	36.42'	S0°44'44"E
SB25	12.28'	S5°39'27"W
SB26	15.27'	S4°50'12"E
SB27	108.15'	S74°44'56"W
SB28	9.06'	S80°25'13"E
SB29	15.66'	N73°25'10"E
SB30	13.06'	S83°13'55"E
SB31	18.30'	N78°07'43"E
SB32	21.35'	S81°46'01"E
SB33	13.66'	S9°14'47"E
SB34	62.18'	S1°43'28"E
SB35	13.40'	S30°40'44"E
SB36	41.39'	S4°30'19"E
SB37	92.57'	S89°02'00"W
SB38	127.10'	N0°32'59"W
SB39	3.75'	N78°23'03"E
SB40	119.23'	S15°28'31"E

Line #	Length	Direction
SB1	93.91'	N79°47'21"E
SB2	12.06'	S11°30'08"W
SB3	60.59'	S21°41'33"E
SB4	6.50'	S71°05'10"E
SB5	32.39'	S9°51'15"E
SB6	10.19'	S31°20'04"E
SB7	136.41'	S89°08'59"W
SB8	47.14'	N11°23'35"E
SB9	7.81'	N78°36'25"W
SB10	50.94'	N11°23'35"E
SB11	114.05'	S9°21'27"E
SB12	129.74'	N79°47'21"E
SB13	42.87'	N11°36'08"W
SB14	27.16'	N13°33'31"W
SB15	23.11'	N14°56'57"W
SB16	32.11'	N23°15'28"W
SB17	116.70'	S74°44'56"W
SB18	146.39'	N14°51'15"E
SB19	89.06'	N89°02'00"E
SB21	7.85'	S3°56'52"W



BUILDING SITE LINE TABLE

Line #	Length	Direction
L41	34.54'	N167°03'0"W
L42	41.12'	N59°41'45"W
L43	47.68'	S02°32'1"W
L44	15.54'	S43°06'51"E
L45	30.27'	S28°10'01"E
L46	53.72'	S17°16'31"E
L47	35.90'	S2°50'49"W
L48	34.21'	S40°13'47"E

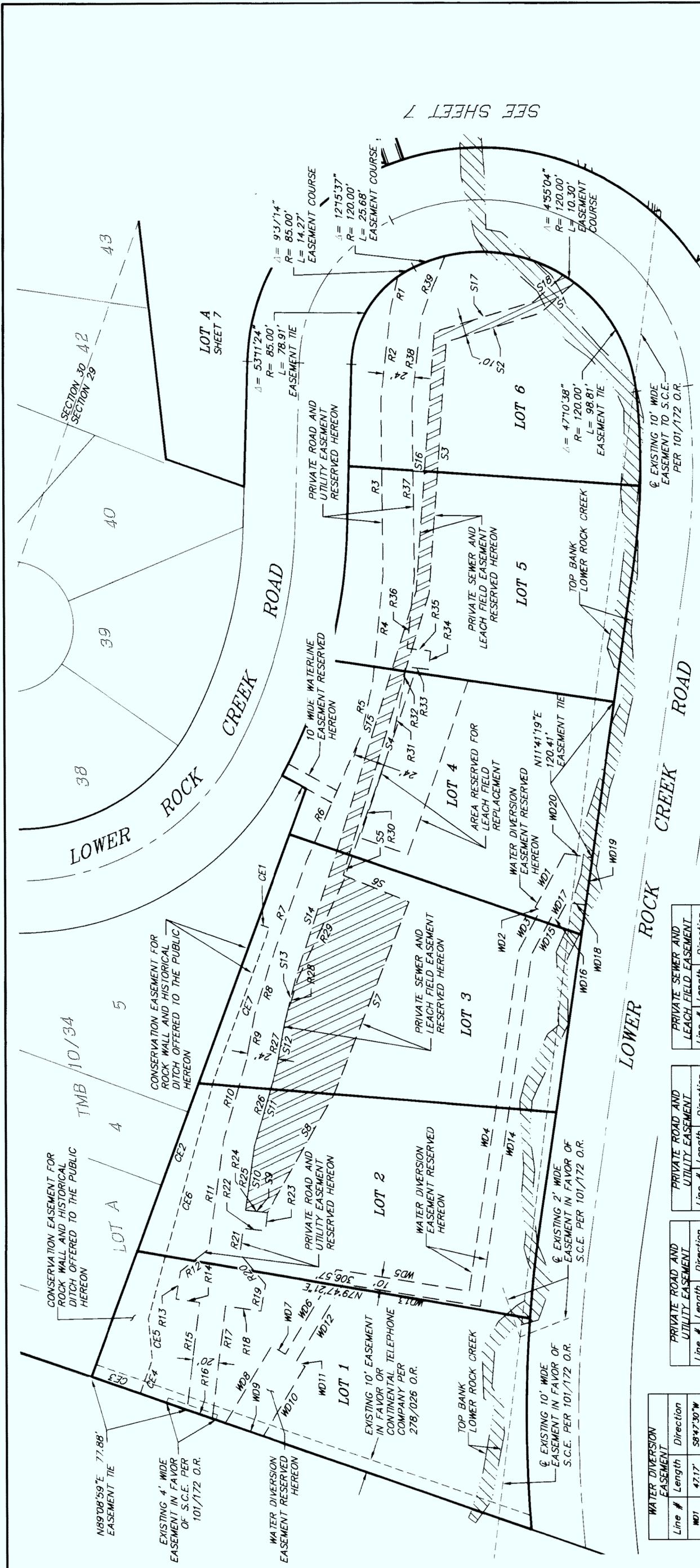
BUILDING SITE LINE TABLE

Line #	Length	Direction
L21	16.65'	N77°15'0"E
L22	12.48'	N86°12'50"W
L23	8.71'	N77°16'19"E
L24	23.06'	N63°34'53"W
L25	8.84'	N23°39'46"W
L26	23.48'	N36°19'54"W
L27	16.07'	N22°17'27"W
L28	26.00'	S88°36'48"W
L29	41.59'	S70°35'5"E
L30	82.31'	S1°52'02"E
L31	49.12'	S16°08'37"E
L32	42.63'	N72°47'26"E
L33	11.29'	N79°34'58"E
L34	10.29'	N17°09'25"W
L35	11.21'	S78°40'14"W
L36	35.53'	N15°36'22"W
L37	24.66'	N51°18'14"E
L38	58.50'	N70°23'20"E
L39	86.50'	N29°20'44"W
L40	56.42'	N22°29'22"W

BUILDING SITE LINE TABLE

Line #	Length	Direction
L1	10.00'	N68°30'53"E
L2	24.77'	N21°29'07"W
L3	44.17'	N69°06'43"E
L4	33.25'	S32°38'41"E
L5	25.56'	S7°00'53"E
L6	42.67'	S27°07'08"E
L7	59.62'	S88°54'14"W
L8	75.13'	N20°33'40"W
L9	48.45'	S21°58'49"E
L10	89.91'	N69°06'43"E
L11	135.54'	N21°59'49"W
L12	110.57'	S70°23'20"W
L13	21.18'	S15°14'58"E
L14	33.79'	S27°45'15"E
L15	4.77'	S55°59'42"E
L16	2.43'	S65°02'42"W
L17	13.64'	S22°47'12"E
L18	10.72'	N61°12'16"E
L19	20.73'	S46°34'44"E
L20	8.47'	S84°53'33"E





SEE SHEET 7

**EASEMENTS**

**TRACT MAP NO. 37-59A&B**

**PHASES 1 AND 2**

IN THE UNINCORPORATED TERRITORY OF MONO COUNTY BEING LOCATED IN SECTIONS 29 & 30, T. 5 S., R. 31 E., MOUNT DIABLO BASE AND MERIDIAN, AND ALSO BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 37-41, SIERRA PARADISE UNIT NO. 4, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Line #	Length	Direction
CE1	10.00'	N89°42'59"W
CE2	369.87'	S017°30'W
CE3	39.61'	N89°08'59"E
CE4	27.53'	N017°01'E
CE5	31.47'	N25°22'33"W
CE6	190.73'	N4°30'35"W
CE7	123.13'	N017°30'E

EXISTING EASEMENT NOTES

AN EXISTING EASEMENT PER 107/16 O.R. IN FAVOR OF LOWER ROCK CREEK MUTUAL WATER COMPANY, RECORDED DECEMBER 1, 1969, EXISTS OVER THE ENTIRE PROPERTY FOR WATER PIPE LINES, RESERVOIR, PUMPING PLANT SYSTEM, OVER AND ACROSS THE WEST HALF OF SECTION 29 AND THE EAST HALF OF SECTION 30, T. 5 S., R. 31 E. AS THEY THEN EXISTED.

AN EXISTING EASEMENT PER 199/372 O.R. IN FAVOR OF WILKES PARADISE, INC., RECORDED APRIL 7, 1976, EXISTS OVER THE ENTIRE PROPERTY FOR INGRESS AND EGRESS, PIPELINE AND INCIDENTAL PURPOSES OVER THE EXISTING ROAD PARALLEL TO LOWER ROCK CREEK, AS IT EXISTED AS OF APRIL 1, 1976.

AN EXISTING EASEMENT PER 286/466 O.R. IN FAVOR OF LOWER ROCK CREEK MUTUAL WATER COMPANY, RECORDED MARCH 26, 1979, EXISTS OVER THE ENTIRE PROPERTY FOR MAINTENANCE OF WATER INTAKE SYSTEM AS THEY THEN EXISTED IN ADDITION TO RIGHT OF INGRESS AND EGRESS.

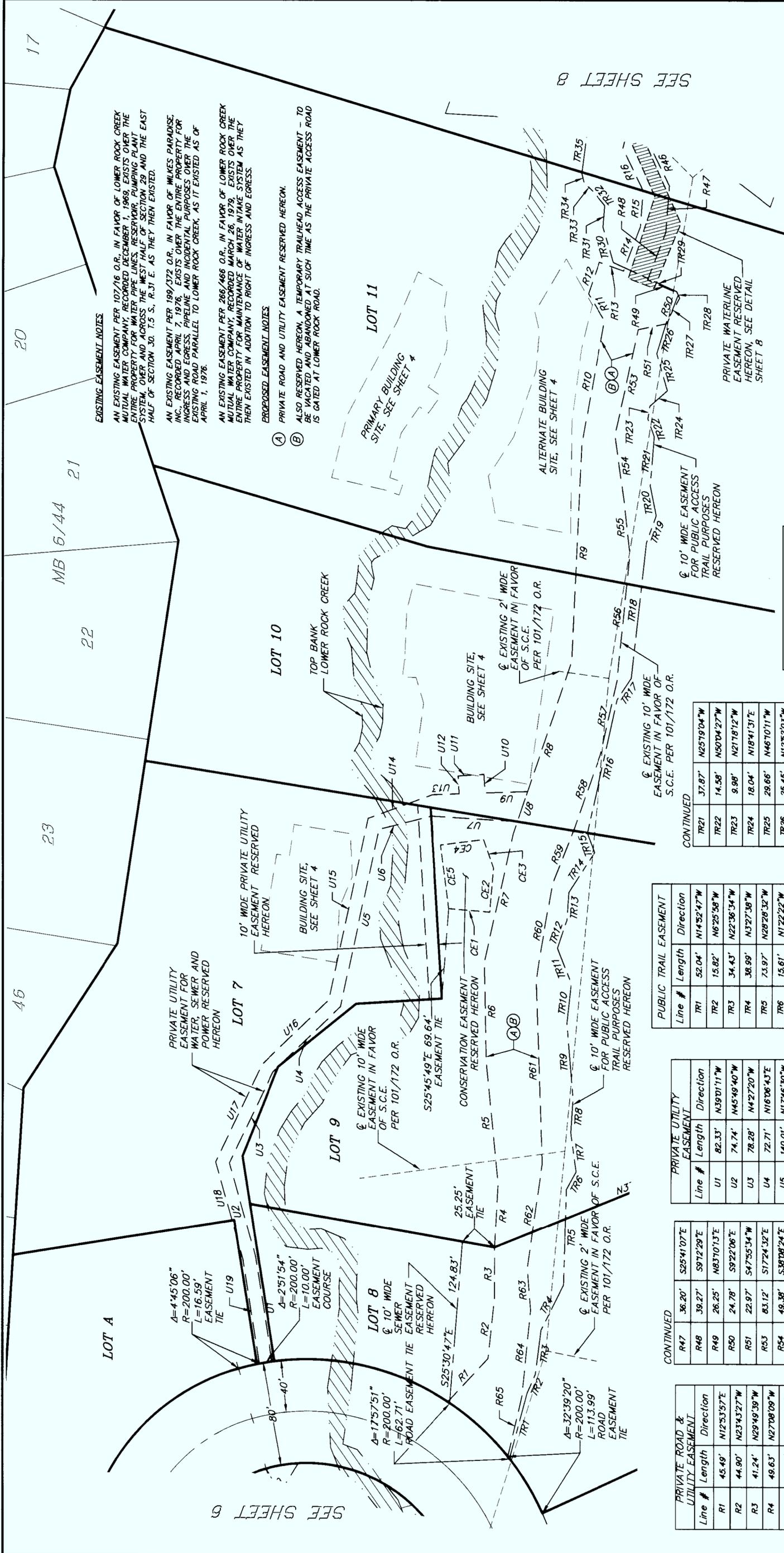
Line #	Length	Direction
S1	35.05'	S27°56'19"W
S2	75.44'	S53°13'07"W
S3	192.25'	S15°48'56"E
S4	216.01'	S2°40'54"E
S5	9.61'	S32°52'E
S6	54.63'	S88°00'11"E
S7	158.16'	S132°40'W
S8	104.19'	S9°38'56"W
S9	16.87'	S76°51'14"W
S10	49.17'	N120°7'44"W
S11	63.64'	N3°53'23"W
S12	35.08'	N8°41'21"W
S13	36.22'	N5°38'30"W
S14	93.48'	N1°46'23"W
S15	214.92'	N2°40'54"W
S16	197.98'	N15°48'56"W
S17	80.07'	N53°3'07"E
S18	30.35'	N27°56'19"E

Line #	Length	Direction
R21	19.80'	N120°7'44"W
R22	17.11'	N76°51'14"E
R23	14.00'	N13°08'46"W
R24	16.87'	S76°51'14"W
R25	48.17'	N120°7'44"W
R26	63.64'	N3°53'23"W
R27	35.08'	N9°41'21"W
R28	34.32'	N2°39'44"W
R29	81.12'	N51°33'1"E
R30	113.26'	N02°41'19"W
R31	44.47'	N7°35'25"W
R32	15.04'	N14°17'30"W
R33	17.74'	N76°51'14"E
R34	14.00'	N13°08'46"W
R35	18.02'	S76°51'14"W
R36	55.88'	N14°17'30"W
R37	132.91'	N20°33'38"W
R38	64.93'	N13°38'28"W
R39	50.06'	N1°50'04"E

Line #	Length	Direction
R1	25.50'	S71°51'18"E
R2	69.64'	S13°38'28"E
R3	133.05'	S20°33'38"E
R4	82.20'	S14°17'30"E
R5	41.56'	S7°35'25"E
R6	106.72'	S3°49'05"W
R7	85.34'	S07°18'26"E
R8	37.45'	S2°39'44"E
R9	35.34'	S9°41'21"E
R10	64.15'	S3°53'23"E
R11	84.70'	S120°7'44"E
R12	27.26'	S32°10'09"W
R13	21.66'	S10°24'53"E
R14	18.20'	N7°09'19"E
R15	82.76'	S13°10'39"E
R16	20.47'	N89°08'59"E
R17	86.66'	N13°10'39"W
R18	14.78'	N77°53'59"E
R19	36.74'	N17°41'19"W
R20	21.68'	S78°19'13"W

Line #	Length	Direction
WD1	47.17'	S84°7'30"W
WD2	4.49'	S81°12'30"E
WD3	34.71'	S81°7'48"W
WD4	264.05'	S11°36'08"E
WD5	103.84'	S79°21'26"W
WD6	75.90'	S17°23'35"W
WD7	12.19'	N78°36'25"W
WD8	69.00'	S11°23'35"W
WD9	30.70'	N89°08'59"E
WD10	62.49'	N11°23'35"E
WD11	7.81'	N78°36'25"W
WD12	69.06'	N17°23'35"E
WD13	107.26'	N79°21'26"E
WD14	272.46'	N1°36'08"W
WD15	32.87'	N87°48"E
WD16	5.00'	S81°12'30"E
WD17	15.06'	N87°14'48"E
WD18	14.78'	N77°53'59"E
WD19	36.74'	N17°41'19"W
WD20	21.68'	S78°19'13"W

lrad/hokmes:ossocialtes



**EXISTING EASEMENT NOTES**

AN EXISTING EASEMENT PER 107/16 O.R. IN FAVOR OF LOWER ROCK CREEK MUTUAL WATER COMPANY, RECORDED DECEMBER 1, 1969, EXISTS OVER THE ENTIRE PROPERTY FOR WATER PIPE LINES, RESERVOIR, PUMPING PLANT SYSTEM, OVER AND ACROSS THE WEST HALF OF SECTION 29 AND THE EAST HALF OF SECTION 30, T.5 S., R.31 E. AS THEY THEN EXISTED.

AN EXISTING EASEMENT PER 199/372 O.R. IN FAVOR OF WIKES PARADISE INC., RECORDED APRIL 7, 1976, EXISTS OVER THE ENTIRE PROPERTY FOR INGRESS AND EGRESS, PIPELINE AND INCIDENTAL PURPOSES OVER THE EXISTING ROAD PARALLEL TO LOWER ROCK CREEK, AS IT EXISTED AS OF APRIL 1, 1976.

AN EXISTING EASEMENT PER 266/466 O.R. IN FAVOR OF LOWER ROCK CREEK MUTUAL WATER COMPANY, RECORDED MARCH 26, 1979, EXISTS OVER THE ENTIRE PROPERTY FOR MAINTENANCE OF WATER INTAKE SYSTEM AS THEY THEN EXISTED IN ADDITION TO RIGHT OF INGRESS AND EGRESS.

**PROPOSED EASEMENT NOTES**

(A) PRIVATE ROAD AND UTILITY EASEMENT RESERVED HEREON.

(B) ALSO RESERVED HEREON, A TEMPORARY TRAILHEAD ACCESS EASEMENT - TO BE VACATED AND ABANDONED AT SUCH TIME AS THE PRIVATE ACCESS ROAD IS GATED AT LOWER ROCK ROAD.

**CONSERVATION EASEMENT**

Line #	Length	Direction
CE1	31.90'	N64°48'02"E
CE2	34.15'	N25°10'36"W
CE3	23.24'	N49°22'16"W
CE4	33.59'	S52°47'07"W
CE5	49.48'	S37°23'59"E

**PUBLIC TRAIL EASEMENT**

Line #	Length	Direction
TR1	52.04'	N14°52'47"W
TR2	15.82'	N6°25'58"W
TR3	34.43'	N22°36'34"W
TR4	38.99'	N37°38'11"W
TR5	73.97'	N28°28'32"W
TR6	15.61'	N1°22'22"W
TR7	30.25'	N37°52'52"W
TR8	26.59'	N26°18'58"W
TR9	58.32'	N34°48'31"W
TR10	30.97'	N23°44'06"W
TR11	29.29'	N51°35'59"W
TR12	22.74'	N11°15'13"W
TR13	21.28'	N26°16'19"W
TR14	36.89'	N2°53'25"E
TR15	15.97'	N50°31'12"W
TR16	105.55'	N17°21'58"W
TR17	19.81'	N4°02'33"E
TR18	104.87'	N23°34'04"W
TR19	22.22'	N10°07'17"W
TR20	23.42'	N41°22'12"W

**PRIVATE UTILITY EASEMENT**

Line #	Length	Direction
U1	82.33'	N39°01'11"W
U2	74.74'	N45°49'40"W
U3	78.28'	N42°27'20"W
U4	72.71'	N16°06'43"E
U5	140.01'	N17°46'30"W
U6	41.87'	N45°49'41"E
U7	66.99'	N63°27'48"E
U8	24.52'	N11°13'15"W
U9	32.87'	S57°50'33"W
U10	14.36'	N33°25'28"W
U11	20.00'	S86°34'34"W
U12	13.87'	S33°25'26"E
U13	20.94'	S57°58'33"W
U14	53.27'	S39°48'37"W
U15	143.41'	S17°46'30"E
U16	71.48'	S16°06'43"W
U17	83.87'	S42°27'20"E
U18	77.92'	S45°49'40"E
U19	81.78'	S39°01'11"E

**CONTINUED**

R47	36.20'	S25°41'07"E
R48	39.27'	S9°12'29"E
R49	26.25'	N83°10'13"E
R50	24.78'	S9°22'06"E
R51	22.97'	S47°55'34"W
R53	83.12'	S17°24'32"E
R54	49.38'	S38°08'24"E
R55	43.35'	S36°22'50"E
R56	97.28'	S24°04'37"E
R57	58.17'	S17°15'30"E
R58	60.86'	S10°34'45"E
R59	46.71'	S8°24'12"E
R60	73.36'	S20°21'49"E
R61	142.93'	S31°57'26"E
R62	82.02'	S22°05'20"E
R63	32.62'	S34°26'38"W
R64	66.07'	S24°19'25"E
R65	47.92'	S16°44'16"E

**PRIVATE ROAD & UTILITY EASEMENT**

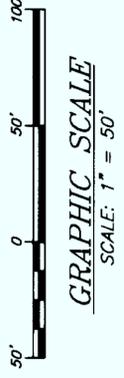
Line #	Length	Direction
R1	45.49'	N12°53'57"E
R2	44.90'	N23°43'27"W
R3	41.24'	N29°49'39"W
R4	49.63'	N27°08'09"W
R5	94.79'	N55°39'10"W
R6	76.62'	N31°06'08"W
R7	101.24'	N17°28'08"W
R8	140.82'	N11°3'15"W
R9	167.14'	N27°21'15"W
R10	96.45'	N19°36'38"W
R11	24.27'	N6°49'36"W
R12	25.68'	N11°17'15"W
R13	20.10'	N79°40'15"E
R14	36.54'	N9°12'29"W
R15	27.90'	N25°41'07"W
R16	36.42'	N55°55'28"W

**EASEMENTS**

**TRACT MAP NO. 37-59A&B**

**PHASES 1 AND 2**

IN THE UNINCORPORATED TERRITORY OF MONO COUNTY BEING LOCATED IN SECTIONS 29 & 30, T. 5 S., R. 31 E., MOUNT DIABLO BASE AND MERIDIAN, AND ALSO BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 37-41, SIERRA PARADISE UNIT NO. 4, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



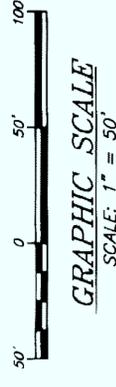
SEE SHEET 8

SEE SHEET 6

PRIVATE ROAD & UTILITY EASEMENT		
Line #	Length	Direction
R16	36.42'	N55°55'28"W
R17	103.95'	N15°58'17"W
R18	49.07'	N40°14'26"W
R19	128.62'	N3°31'03"E
R20	100.93'	N9°12'00"E
R21	27.56'	N14°49'51"E
R22	39.58'	N18°24'41"E
R23	112.21'	N27°47'46"E
R24	135.75'	N39°56'09"E
R25	66.07'	N46°22'50"E
R26	12.68'	S5°40'29"E
R27	57.71'	S46°22'50"W
R28	134.13'	S39°56'09"W
R29	110.33'	S27°47'46"W
R30	38.44'	S18°24'41"W
R31	26.75'	S14°49'51"W
R32	98.42'	S32°27'26"W
R33	121.13'	S33°11'03"W
R34	40.21'	S40°14'26"E
R35	74.58'	N14°35'02"W
R36	39.27'	N39°52'34"E
R37	56.55'	N26°34'13"E
R38	113.95'	N18°32'54"E
R39	18.21'	S14°45'37"E
R40	98.43'	S18°32'54"W
R41	58.42'	S26°34'13"W
R42	32.83'	S39°52'34"W
R43	87.31'	S14°35'02"E
R44	33.20'	S0°38'03"W
R45	57.11'	S15°58'17"E
R46	34.55'	S55°55'28"E
R47	36.20'	S25°41'07"E

PUBLIC TRAIL EASEMENT		
Line #	Length	Direction
TR34	7.24'	N43°51'03"W
TR35	35.21'	N22°38'43"W
TR36	59.24'	N12°27'18"W
TR37	27.26'	N14°45'44"E
TR38	16.03'	N25°57'44"E
TR39	10.46'	N71°50'59"W
TR40	35.79'	N38°17'03"W
TR41	24.22'	N31°16'45"E
TR42	26.14'	N31°51'44"E
TR43	78.91'	N5°48'56"W
TR44	10.20'	N19°03'17"W

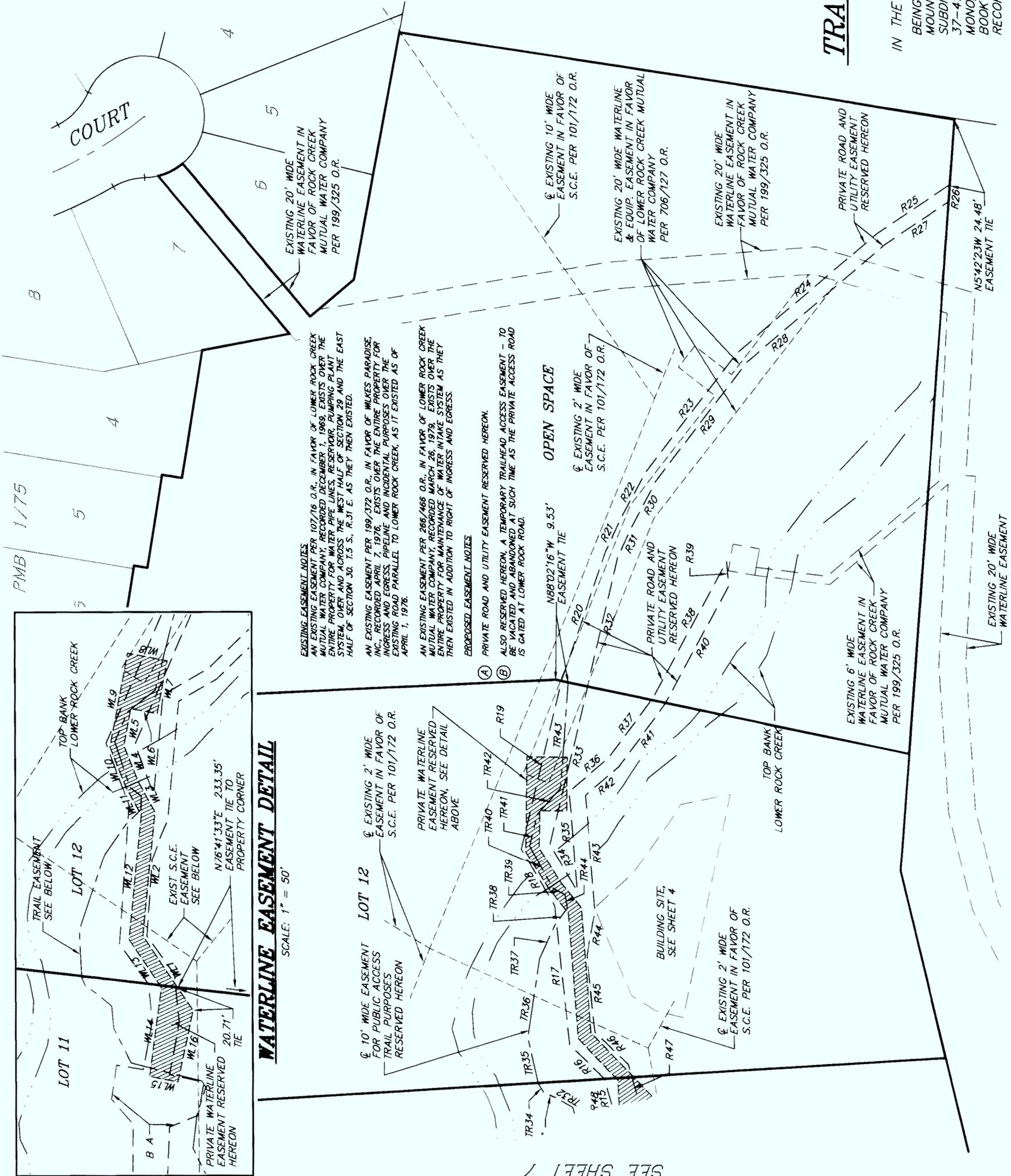
WATERLINE EASEMENT		
Line #	Length	Direction
WL1	66.54'	N53°55'27"W
WL2	92.97'	N14°21'15"W
WL3	25.50'	N48°32'46"W
WL4	29.23'	N41°45'00"W
WL5	27.90'	N9°14'03"W
WL6	20.00'	N80°45'57"E
WL7	40.00'	N9°14'03"W
WL8	30.00'	S80°45'57"W
WL9	70.82'	S9°14'03"E
WL10	32.74'	S41°45'00"E
WL11	23.01'	S48°32'46"E
WL12	93.49'	S14°21'15"E
WL13	42.87'	S53°55'27"E
WL14	66.58'	S12°07'50"E
WL15	21.57'	N80°41'36"E
WL16	54.13'	N7°48'24"W



EASEMENTS

TRACT MAP NO. 37-59A&B  
PHASES 1 AND 2

IN THE UNINCORPORATED TERRITORY OF MONO COUNTY BEING LOCATED IN SECTIONS 29 & 30, T. 5 S., R. 31 E., MOUNT DIABLO BASE AND MERIDIAN, AND ALSO BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 37-41, SIERRA PARADISE UNIT NO. 4, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

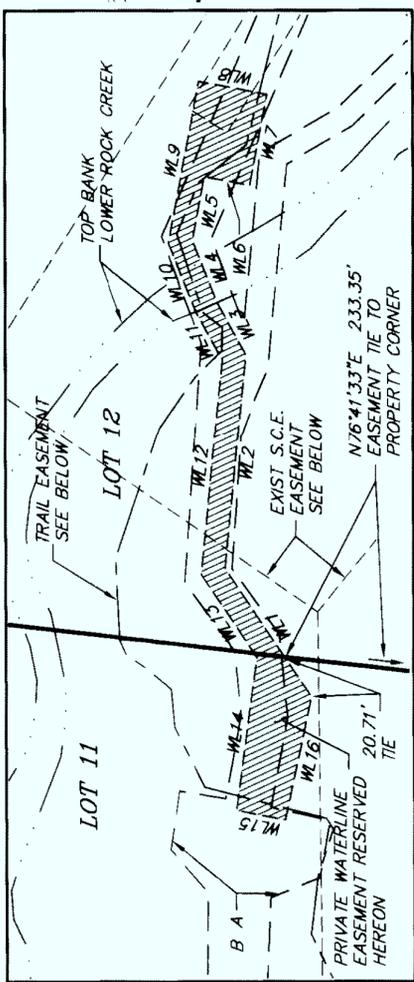


**EXISTING EASEMENT NOTES**  
AN EXISTING EASEMENT PER 107/16 O.R. IN FAVOR OF LOWER ROCK CREEK MUTUAL WATER COMPANY, RECORDED DECEMBER 1, 1968, EXISTS OVER THE ENTIRE PROPERTY FOR WATER PIPE LINES, RESERVOIR, PUMPING PLANT SYSTEM, OVER AND ACROSS THE WEST HALF OF SECTION 29 AND THE EAST HALF OF SECTION 30, T. 5 S., R. 31 E., AS THEY THEN EXISTED.

AN EXISTING EASEMENT PER 199/325 O.R. IN FAVOR OF WILKES PARADISE, INC., RECORDED APRIL 1, 1976, EXISTS OVER THE ENTIRE PROPERTY FOR INGRESS AND EGRESS, PIPELINE AND INCIDENTAL PURPOSES OVER THE EXISTING ROAD PARALLEL TO LOWER ROCK CREEK, AS IT EXISTED AS OF APRIL 1, 1976.

AN EXISTING EASEMENT PER 266/468 O.R. IN FAVOR OF LOWER ROCK CREEK MUTUAL WATER COMPANY, RECORDED MARCH 26, 1979, EXISTS OVER THE ENTIRE PROPERTY FOR MAINTENANCE OF WATER INTAKE SYSTEM AS THEY THEN EXISTED IN ADDITION TO RIGHT OF INGRESS AND EGRESS.

**PROPOSED EASEMENT NOTES**  
(A) PRIVATE ROAD AND UTILITY EASEMENT RESERVED HEREON.  
(B) ALSO RESERVED HEREON, A TEMPORARY TRAILHEAD ACCESS EASEMENT - TO BE VACATED AND ABANDONED AT SUCH TIME AS THE PRIVATE ACCESS ROAD IS GATED AT LOWER ROCK ROAD.



WATERLINE EASEMENT DETAIL  
SCALE: 1" = 50'

SEE SHEET 7

**STATUS OF CONDITIONS OF APPROVAL  
& MITIGATION MONITORING PROGRAM  
TRACT MAP 37-59 / ROCK CREEK CANYON**

<b>Condition</b>	<b>Status</b>
<b>DEVELOPMENT STANDARDS AND POLICIES</b>	
1. Future residential development shall meet requirements of the Mono County General Plan, Mono County Code and the Rock Creek Canyon Specific Plan, including all mitigation measures (EIR, Section 10, Mitigation Monitoring and Reporting Program)	<b>Associated with future development; not required prior to final map approval.</b>  <b>Condition is referenced on the Final Map and will be recorded concurrently by separate instrument.</b>
2. All wood-burning devices installed in the project shall be Phase II EPA-certified, in conformance with the Mono County General Plan (Conservation/Open Space Element, Public Health and Safety policies, Objective A, Action 6.1).	<b>Same as status for Condition #1, above.</b>  <b>Condition also satisfied by CC&amp;Rs Section 5.9(i)</b>
3. Subdivision improvements and future residential development shall comply with Fire Safe Regulations (Mono County General Plan, Land Use Element, Section VI, Land Development Regulations, Chapter 22), including emergency access, emergency water supplies, signing and building numbering, and vegetation modification.	<b>Same as status for Condition #1, above.</b>  <b>Condition also satisfied by CC&amp;Rs Section 5.9(b)</b>
4. The applicant and/or his contractor shall stop work and notify the Planning Division of the Mono County Community Development Department and local Native American tribal contacts if archaeological evidence and/or human remains or unmarked cemeteries are encountered during ground-disturbing activities. No disturbance of such a site shall be permitted until the applicant has hired a certified archaeologist and an archaeological survey that identifies acceptable site mitigation measures is filed with the Planning Division. Native American monitors shall be on site during the archaeological survey to ensure the proper identification and care of cultural resources. The disposition of any recovered artifacts shall be made in consultation with local tribal contacts. In the event of the accidental discovery of human remains, Health and Safety Code §7050.5, Public Resources Code §5097.98, and CEQA Guidelines §15064.5(d) shall be consulted for the proper procedure to follow.	<b>Same as status for Condition #1, above.</b>
5. Construction shall be limited to daylight hours (or per Mono County Code 13.08.290, whichever is more restrictive) in accordance with Mono County Code Chapter 10.16 (Noise Regulation) in order to minimize impacts to nocturnal resident wildlife species.	<b>Same as status for Condition #1, above.</b>  <b>Condition also satisfied by CC&amp;Rs Section 5.9(c)</b>

<b>Condition</b>	<b>Status</b>
<p>6. Noise levels during construction shall be kept to a minimum by equipping all on-site equipment with noise-attenuation devices and by compliance with all requirements of Mono County Code Chapter 10.16 (Noise Regulation).</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(d)</b></p>
<p>7. Exterior/outdoor lighting on individual lots shall be designed and maintained to minimize the effects of lighting on the surrounding environment in compliance with Chapter 23 of the Mono County General Plan, Land Use Element. Exterior lighting shall be limited to that necessary for health and safety purposes.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(f)</b></p>
<p>8. Contractor bid specifications shall require that individuals involved in construction activities be prohibited from bringing their dogs to the project site during construction phases and require that construction workers limit music generated by portable music sources to 60 dB. Waste disposal bins used to collect construction workers' wastes during project construction shall be provided with a gated and bear-proof enclosure if construction workers' waste may include any food remnants.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>9. For all phases of subdivision and parcel development, storm water erosion control measures shall be applied to disturbed areas and shall include the use of Best Management Practices such as placement of fiber blankets, fiber rolls, or similar materials or equivalent methods. Removed topsoil shall be stockpiled and replaced over disturbed areas at, or prior to, the completion of construction. Revegetation of disturbed areas shall occur as soon as practical following construction and the use of stabilization material or landscaping shall be required to reduce impacts related to erosion. Use of native seed and/or native plants grown from seeds or seedlings obtained from local native stock is encouraged. Project shall comply with the Landscaping provisions of the SP/EIR.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>10. Drainage and erosion-control plans shall be required for residential construction involving more than 5,000 square feet of pad area disturbed, including secondary or accessory structures on any one parcel, at any one time. Drainage and erosion control plans shall also be required for construction on any one parcel that cumulatively exceeds 10,000 square feet. If plans are required they shall be developed by the individual project applicant with review and approval by the Department of Public Works, Community Development Department / Building Division, and applicable federal and/or state agencies.</p>	<p><b>Same as status for Condition #1, above.</b></p>

Condition	Status
<p>11. For all phases of subdivision and parcel development, controls shall be instituted to prevent wind erosion and public nuisance created by dust. Such controls are to include daily watering and mulching of disturbed areas and implementation of at least two of the best available dust control measures specified in mitigation measure AQ 5.12-1. Clearing of native vegetation shall be limited to areas necessary for impending or same-year construction.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>12. For all phases of subdivision and parcel development, construction material (rock, debris, etc.) that is not utilized as fill material in the construction of improvements shall be removed to a permitted disposal site or other site approved by the Department of Public Works. All material proposed for fill under structures shall be approved by a geotechnical engineer prior to placement in the project.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>13. For all phases of subdivision and parcel development, grading permits shall be required as specified in Mono County Code Section 13.08.030, <i>et seq.</i> Activities requiring a grading permit include, but are not limited to, land clearing and grading activities that clear more than 10,000 square feet, result in cuts greater than 4 feet or fill greater than 3 feet, involve more than 200 cubic yards of cut or fill, or the alteration of a drainage course.</p> <p>As part of the Grading Permit application, the applicant shall prepare a Soil Conservation Plan for protection and future use of natural soils suitable as a plant growth medium. At a minimum, the plan shall require that (a) native soils be stockpiled during construction and used for subsequent revegetation, and (b) stockpiled soils be protected from degradation during the construction and maintained in a condition suitable for reuse.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Subdivision improvements/ road grading covered under Grading Permit IP37-59 on file with Public Works.</b></p>
<p>14. Construction contracts shall be required to detailed construction traffic management plan (CTMP). The draft CTMP shall be submitted to the County Road Department, the County Sheriff's Department and the Paradise Fire Protection District for review and comment prior to initiation of project improvements. The CTMP shall specifically focus on methods to optimize public safety and minimize traffic disruption along Lower Rock Creek Road in the vicinity of the project construction area. Following completion of construction, contractors shall repair damage to any trails and roadways in accordance with all applicable standards of the County, BLM or other agency with jurisdiction.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>15. The Road Department, Sheriff's Department and Fire Department shall be given at least 72 hours advance notice before construction activities are undertaken within any public right of way or public easement. Roadway closures shall not be permitted on Lower Rock Creek Road unless written approval is first obtained from the Public Works Department, Sheriff's Department and Fire Department.</p>	<p><b>Same as status for Condition #1, above.</b></p>

<b>Condition</b>	<b>Status</b>
16. The developer shall extend all applicable utilities (electricity, propane, communications conduit, etc.) to the property line of each parcel (MCGP Land Use Element III. A.2). All new on-site utility extensions shall be installed underground.	<b>Condition satisfied. Improvements documented in approved plans.</b>
17. Individual propane tanks may be installed on each parcel. When used, Liquefied Petroleum Gas (LPG) shall be installed according to all applicable codes and Mono County Code 15.04.130 and 15.04.131.	<b>Same as status for Condition #1, above.</b>
18. Applicant shall obtain a “will serve” letter from Lower Rock Creek Mutual Water Company.	<b>Condition satisfied by will serve letter dated Feb. 7, 2007, on file with Public Works.</b>
19. Domestic animals shall be restrained at all times, either through the use of leashes or private fenced areas. No animals shall be allowed to be free roaming.	<b>Same as status for Condition #1, above. Condition also satisfied by CC&amp;Rs Section 5.9(g)</b>

<b>Project Specific Conditions</b>	<b>Status</b>
<p>20. All phases of subdivision and parcel development shall comply with Mono County Flood Plain Regulations (Mono County General Plan, Land Use Element, Section VI Land Development Regulations, Chapter 21) and with the recommendations contained in the Base Flood Elevation Study prepared for the project, including.</p> <ul style="list-style-type: none"> <li>A. Homes shall be constructed such that finished floor elevations are above the base flood elevations indicated in the Base Flood Elevation Study for the project.</li> <li>B. Lot grading shall be kept to a minimum (i.e., that necessary for driveways and building pads) so as not to significantly obstruct the flow of storm waters.</li> <li>C. Building foundations and bridge abutments constructed in the floodplain shall be evaluated for scour by a professional engineer and designed and constructed to protect against erosion during a one percent annual chance storm (100-yr flood).</li> </ul>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(u)</b></p>
21. The project shall provide a calculated fire flow of five hundred gallons per minute (500gpm) for a duration of two hours. Placement of fire hydrants installed at no less than 400-feet apart throughout the project. The developer shall provide the Department of Public Works with a “will serve” letter from the Paradise Fire Protection District indicating approval of the project and that the district will provide service to the proposed parcels. The developer shall also furnish documentation from the district indicating that subdivision improvements related to fire protection meet district requirements.	<b>Condition satisfied by will serve email dated August 24, 2012, on file with Public Works.</b>

<p>22. The developer shall provide all necessary easements for existing and proposed utility service, trailhead parking area (Lot A), conservation easement for historical ditch, and public access along Upper Canyon Road. If Upper Canyon Road is ever gated, a separate recreational user's entrance shall be provided (i.e., a bike / pedestrian gate). Developer shall provide necessary easements and construct a trail from Glenn Court through the project into the adjoining Rock Creek Ranch SP/TTM. All existing and proposed easements shall be shown on the map.</p> <p>As an alternative to providing public access along Upper Canyon Road, the developer may provide necessary easements and constructing a single track/multi use trail adjacent to the existing power line easement east of Upper Canyon Road in order to provide recreational public access to and from the Rock Creek trailhead and Open Space parcel.</p>	<p><b>Condition satisfied by existing and new easements shown on map.</b></p> <p><b>Public Access Trail easement along east side of Upper Canyon Road shown on map.</b></p>
<p>23. The developer shall submit an acceptable plan to Mono County Public Works &amp; Environmental Health to review the condition of the 10,000-gallon septic tank and the operation of the septic system including force mains and stub outs. The plot plan shall be prepared by a California-licensed civil engineer. The plot plan shall identify both the current sewage disposal area and an area for future sewage disposal, described as a replacement area of the primary sewage disposal area should the primary system fail. The siting of the common sewage disposal systems shall comply with the Lahontan Regional Water Quality Control Board's (LRWQCB) criteria contained in the Water Quality Control Plan for the Lahontan region. Leach fields and septic tanks shall be sited a minimum of 100 feet from any domestic well, a minimum of 50 feet from any drainage course, and a minimum of 50 feet from any property line or necessary easement are provided for the common leach field across lots 2, 3 &amp; 4. Each septic/holding tank, on applicable lots, shall be the obligation of the buyer.</p>	<p><b>Condition satisfied by sewage disposal plan, and by Environmental Health Dept. system acceptance email dated Aug. 15, 2012, on file with Public Works.</b></p>
<p>24. The developer shall furnish a drainage report prepared by a California-licensed civil engineer to present the hydrologic analyses and hydraulic design of irrigation, road, and drainage facilities to be constructed for the subdivision. Any needed retention basins determined from this study shall be constructed accordingly (basins may be needed on Lot A, along Upper Canyon Road and Lower Canyon Road).</p>	<p><b>Condition satisfied by Drainage Study prepared by Triad-Holmes and Assoc. dated October 30, 2009, on file with Public Works.</b></p>
<p>25. The developer shall furnish a Storm Water Pollution Prevention Plan (SWPPP) and submit a Notice of Intent to comply with provisions of the State Water Resources Control Board's NPDES Permit for Construction Activities. A letter of clearance and/or waste discharge requirements from the Lahontan Regional Water Quality Control Board is required prior to commencing any grading activities or other site disturbance.</p>	<p><b>Condition satisfied by approved grading plans, on file with Public Works.</b></p>
<p>26. The developer shall obtain a Permit to Construct and/or any other applicable air quality permit from the Great Basin Unified Air Pollution Control District for construction of subdivision improvements.</p>	<p><b>Same as status for Condition #25, above.</b></p>

<b>Condition</b>	<b>Status</b>
<p>27. To minimize impacts on deer, a wildlife biologist acceptable to the County shall approve any heavy construction work (including parcel grading operations, structural foundation work, framing work and similar heavy construction activities) that is conducted from the period from October 1 through May 15.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(e) and (v)</b></p>
<p>28. If construction is proposed to take place during the bird nesting and breeding season (March 15 through September 15), the responsible party (project proponent, lot owner or HOA) shall arrange for a qualified biologist to assess all potential bird nesting habitat within three days prior to project activities. If an active nest is located, construction within 300 feet of the nest (within 500 feet of raptor nests) shall be postponed until the young have fledged or the nest otherwise becomes inactive. If threatened or endangered species are observed in the area, no work shall occur during the nesting and breeding season to avoid take of listed species.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(w)</b></p>
<p>29. A housing mitigation agreement shall be provided pursuant to Chapter 15.40 Mono County Code that shall consist of: (1) one workforce housing lot (lot 9A) and unit will be provided for sale to an eligible buyer, (2) deed-restricted secondary units on two lots (8 &amp; 9 – note 2<sup>nd</sup> unit already exists on lot 9) and (3) payment of a fee of \$59,082. Lot 9A and any necessary access must be created as a part of phase 1 and the unit shall be constructed and offered for sale prior to completion of phase 1 or as may be allowed under Chapter 15.40 of the County Code.</p>	<p><b>Condition removed through Board of Supervisors actions; requirements eliminated for Lot 9A, and all housing mitigation requirements suspended until July 15, 2013.</b></p>
<p>30. The subdivider shall construct improved roads within the subdivision in accordance with California Fire Safe Standards. Engineered plans for road grading and earthwork improvements shall be submitted to the Department of Public Works for review and approval. All costs for road improvements, testing, inspections, and any related reports, plans and specifications shall be the responsibility of the subdivider. Roads constructed in the subdivision may be privately owned and maintained. The subdivider shall create an easement for the roads wide enough to allow for all drainage and snow storage requirements. Construction of the trailhead parking area on Lot A shall be deemed as an acceptable contribution to the County parks system and the future construction of public rest rooms is strongly encouraged.</p>	<p><b>Condition satisfied. Road improvements documented in approved grading plans and Public Works letter of improvement acceptance dated Aug. 9, 2012.</b></p>

Condition	Status
<p>31. The subdivider shall construct traffic signage improvements as required for mitigation of impacts as identified in the environmental document. Includes the existing W1-3 ('curve ahead') sign and W13-1 (20 MPH advisory speed) sign will be replaced with a new W13-1 (15 MPH) sign for both traffic directions on Lower Rock Creek Road to slow traffic approaching the roadway curves. The existing faded W11-2 (pedestrian crossing) sign will be replaced with new high-intensity W11-2 signs in each travel direction. A minimum of three new W1-8 (curve warning) signs shall be installed in each travel direction, evenly spaced, approaching the "S" curve. R-1-1 STOP signs shall installed at each of the 3 project access points (including the north lots, the south lots, and Lot A). W2-1 (CROSS ROAD) signs shall be installed approximately 100 feet in advance of the project access entrances, for both traffic directions on Lower Rock Creek Road to indicate the presence of an intersection or access entrance and the possibility of turning or entering traffic. The "CROSS ROAD" warning signs shall be supplemented with solar energized yellow flashers to further alert motorists to the potential of traffic turning in and out of the project access entrances. All reflective sign sheeting materials shall be a 3M Company DG-3 High Intensity Grade and covered with anti-graffitt overlay film.</p>	<p><b>Condition satisfied through substantial compliance.</b></p> <p><b>Modification to signage plan documented in letter dated Oct. 3, 2011, from Transportation Engineer, C. Hui Lai, P.E., on file with Public Works.</b></p>
<p>32. An encroachment permit shall be obtained from Mono County for the access from Lot A, Upper Canyon Road, and Lower Canyon Road onto Lower Rock Creek Road.</p>	<p><b>Condition satisfied by Encroachment permit No. 2692, on file with Public Works.</b></p>
<p>33. A street light (dark sky compliant) shall be installed on the parking lot adjoining the lodge to improve nighttime visibility.</p>	<p><b>Condition not required by Traffic Engineer. Same status as Condition #31 above.</b></p>
<p>34. Consistent with objectives identified in the Mono County General Plan, the developer shall contribute improvements at and/or in-lieu fees for the Paradise Transfer Station that are approximately proportional to subdivision impacts on disposal and recycling capacity at the facility. The "fair share" cost for improvements and/or in-lieu fees shall be \$3,700. Improvements to the disposal and/or recycling capacity shall be the developer's proportional share of the purchase and installation of a waste compactor, feed hopper, power, compaction container, and/or expansion of the site's fenced area, and/or purchase of recycling container(s). Improvements at the Paradise Transfer Station shall require review and approval by the Department of Public Works and shall be completed concurrent with subdivision improvements.</p> <p>Improvements partially funded by the developer for the Paradise Transfer Station shall be initiated by the County within five years from the date of final map recordation. Should the County fail to encumber in-lieu fees posted by the developer within that period, or should the proportional share of the actual improvements be less than \$3,700, the County shall refund the remaining amount to the developer.</p>	<p><b>Condition satisfied by fees paid. An Official Receipt No.76312, dated July 9, 2012 is on file with Public Works.</b></p>

<b>Condition</b>	<b>Status</b>
<p>35. Building envelopes shall be shown on final map consistent with TTM 37-59A &amp; B</p>	<p><b>Condition satisfied by building envelopes shown on map.</b></p>
<p>36. The correct phasing shall be shown on sheet 2 of the Map. The approved secondary units shall be shown and identified on the Map.</p>	<p><b>Map condition not applicable due to Developer not using phasing option.</b></p> <p><b>Secondary unit status same as status for Condition #29, above.</b></p>
<p>37. Subdivision CC&amp;Rs shall be prepared and shall include an engineering study identifying ongoing HOA facility maintenance. The CC&amp;Rs shall create a funding mechanism (indexed for inflation) to maintain said facilities. The engineering study shall also include fees to replace and/or rehabilitate required infrastructure at the end of its useful life. These include but are not limited to maintenance of the sewer system, roadways and trails, snow removal, drainage facilities/retention basins, brush clearing, encroachments onto Lower Rock Creek Road, parking facilities (Lot A), etc.</p>	<p><b>Condition satisfied by CC&amp;Rs Section 5.9(h)</b></p> <p><b>Engineering Study of facility maintenance listed as CC&amp;Rs exhibit.</b></p>
<p>38. Disturbance to CNPS List 4 Muilla coronata will be limited to a maximum 50% of the area occupied by this species within the project area as mapped in 2008. The retention will be achieved through adherence to the disturbance areas defined on the Tentative Map, which will enforce total avoidance of one half the area occupied by the population, based upon results of the survey and mapping conducted by the project botanist. The spatial limits placed upon disturbance of the Muilla coronata population shall be incorporated into the project CC&amp;Rs.</p>	<p><b>Condition satisfied by CC&amp;Rs Section 5.9(i) and Horticultural Exhibit</b></p>
<p>39. A qualified engineer shall be retained to develop site specifications for all foundation work on the site, as recommended in the Geotechnical Analysis (see Draft EIR Appendix D) and to ensure compliance with all specifications set forth in the initial geotechnical review. The specifications shall address site issues including variables impacting high groundwater levels, potential for liquefaction, potential for rockfall, and other geotechnical considerations.</p>	<p><b>Condition satisfied by Geotechnical Report prepared by Sierra Geotechnical Services Inc., dated August 16, 2006, on file with Public Works.</b></p>

Condition	Status
<p>40. During initial construction and subsequent maintenance and occupancy over the life the project, there shall be no encroachment of ground-disturbing equipment or activities beyond the top of the creek bank nor shall any spillback be permitted beyond the top of the creek bank. Utilities to serve all lots shall be constructed in locations that do not require an at-grade stream crossing to extend service. If a stream crossing is required in order to extend service to any lot, these new extensions shall be attached to a bridge that complies fully with the requirements above, or shall be extended with the use of a trenchless construction technology that meets local code standards and also complies fully with the requirements of above. Under all conditions and for all activities, disturbance of riparian vegetation shall be avoided to the maximum feasible extent. Tree canopies may be trimmed but under no circumstances will bank-stabilizing vegetation be removed. To avoid impacts associated with the provision of access and utilities to the alternative building envelope on Lot 11 (which is separated from the access road by Rock Creek), any constructed access (bridge) abutments and footings shall be designed so that they are emplaced entirely outside the bank tops on either side of Rock Creek; utilities shall be contained entirely within the constructed access. The requirements pertaining to access and utility extensions to serve Lot 11 (if the alternative building envelope is chosen as the building site) shall be incorporated into the project CC&amp;Rs and further enforced through implementation of this Mitigation Measure BOT 5.3-1c.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(j)</b></p>
<p>41. An exotic tree control program shall be maintained and funded through the Rock Creek Canyon Homeowners’ Association. The program shall contain the following ongoing elements: (a) removal of all Siberian elm trees wherever they occur within the property; (b) removal of all existing black locust trees with a trunk diameter under 4 inches, and (c) ongoing future removal of all black locus sprouts throughout the property.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(k)</b></p>
<p>42. A vinca control program shall be maintained and funded through the Rock Creek Homeowners’ Association. The program shall include ongoing maintenance of the existing <i>Vinca major</i> plants within fixed boundary horticultural beds, and ongoing removal of all <i>Vinca major</i> plants located outside of the existing defined horticultural beds. An exhibit shall be prepared that shows the boundaries of the horticultural beds, and this exhibit shall be incorporated into the project CC&amp;Rs.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(L)</b></p>
<p>43. The project CC&amp;Rs shall specify that all landscaping in the Landscape Plan required in §3.6.5.1(a) of the Specific Plan shall consist of plant materials that are native to the Mono County region and have value to native wildlife, and nonnative species that are compatible with native plant materials, have low propagation characteristics and are not invasive.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(m)</b></p>

Condition	Status
<p>44. The HOA shall ensure that tree branches and vegetation on each side of the project access points are trimmed or removed to optimize line-of-sight visibility for traffic approaching the roadway curves. Trimming and clearance activities shall be suspended during the bird nesting season each year (March 15 to September 15). This requirement has been incorporated into the Specific Plan (§3.6.5.1(e)).</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(n) and (x)</b></p>
<p>45. Natural vegetation shall be retained except where it must be removed for project development. To minimize degradation of deer habitat, project CC&amp;Rs shall incorporate the following requirement which mandates use of native vegetation and native compatible and prohibits use of invasive plant species: <i>“Areas disturbed during infrastructure and home construction shall be revegetated with native species in order to establish deer habitat as soon as possible following construction. Revegetation of disturbed areas shall require use of native seeds or native plants grown from seeds or seedlings obtained from local native stock. Revegetated areas shall be monitored for 5 years to ensure success of the plantings, with replanting as necessary.”</i> Property owners shall refrain from clearing native vegetation except as necessary for construction or fire safety.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(o)</b></p>
<p>46. Duplicate of Map Condition #45</p>	<p><b>N/A</b></p>
<p>47. CC&amp;Rs shall contain the following provisions to minimize impacts on critical wildlife habitat: (a) leash laws as detailed in mitigation measure WILD 5.4-3b, (b) provide homeowners with informational handouts about habitat protection; and (c) restrict use of recreational OHV (off-highway vehicle use) in open space areas.</p>	<p><b>Condition also satisfied by CC&amp;Rs Section 5.9(g) and (p)</b></p>
<p>48. Rock Creek Canyon CC&amp;Rs shall prohibit the discharge of any material other than domestic wastewater to the septic tank system. CC&amp;Rs shall also specify that any other type of discharge shall first be reviewed with the Homeowners Association Board and with the firm providing contractual maintenance, operation and monitoring services. If the discharge is judged meritorious, the Homeowners’ Association shall be responsible for preparing and filing with the LRWQCB a Report of Waste Discharge prior to undertaking the discharge of non-wastewater materials.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(r) and (y)</b></p>
<p>49. For project area buildings, structures, associated uses, and asphalt or concrete-paved surfaces that are slated for demolition, an investigation shall be conducted for the presence of hazardous chemicals, lead-based paints or products, mercury and asbestos-containing materials (ACMs). If hazardous chemicals, lead-based paints or products, mercury or ACMs are identified, remediation shall be undertaken in compliance with California environmental regulations and policies.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>50. If soil and/or groundwater contamination is suspected during the construction in the vicinity of the old service station, all construction and/or renovation activity in that area shall cease, and appropriate health &amp; safety procedures shall be implemented.</p>	<p><b>Same as status for Condition #1, above.</b></p>

<b>Condition</b>	<b>Status</b>
<p>51. A Best Management Practices Program (BMPP) shall be implemented during all construction stages, including pre-construction and post-construction practices for the prevention of erosion, sedimentation, and contamination resulting from implementation of all project elements. BMPP measures shall at a minimum require: (1) disposal of all construction wastes in designated areas outside the path of storm water flows; (2) minimizing the footprint of construction zones and prompt installation of erosion controls; (3) stabilizing disturbed soils with landscaping, paving or reseeded to reduce or eliminate the risk of further erosion; (4) perimeter drainage controls to direct runoff around disturbed construction areas; (5) internal erosion controls to allow direct percolation of sediment-laden waters on the construction site; and (6) regular inspection and maintenance of all equipment used during construction. The project shall also comply with the requirement to obtain a General Construction Stormwater Permit, and prepare a Stormwater Pollution Prevention Plan.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(u)</b></p>
<p>52. All new project foundations shall be designed by a qualified Professional Engineer in accordance with the most current versions of the International Building Code as adopted by Mono County.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>53. Private roadways and driveways shall meet County road standards.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>54. All finished floors, and potentially affected foundations, shall be designed to be above the calculated water surface elevation of a 100-year storm. Construction components below the water surface elevation shall be designed with water resistant materials. The design of all facilities shall be finalized during final review in accordance with Mono County requirements in place at that time.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>55. Storm drainage facilities shall be operated and maintained in a manner that will assure continued function as per original design standards. Maintenance elements shall include (but are not limited to) the removal of foreign materials from storm drainage pipes and ditches, maintenance as necessary to outlet facilities, desiltation of retention basins, and repairs as necessary to damaged facilities.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(s) and (u)</b></p>

<p>56. Mitigation Measure BOT 5.3-1d requires that disturbance to any area on the site that is occupied by <i>Muilla coronata</i> will be subject to seedbank (in this case bulblet) relocation to sandy near-riparian soil outside the proposed building envelopes in lots 1-6. To ensure the success of this measure, a test program will be undertaken by the project proponent with a monitoring period of at least two years. The test program will be prepared as part of a larger revegetation plan that will be submitted to DFG for approval prior to initiation of the relocation test program or other revegetation of the site. In the event that the test site proves unsuitable for the relocation effort, a new test site will be selected on the project property and the test program will be repeated until a suitable location is identified and permanent relocation is completed. The relocation test site and the permanent relocation site will be protected through a conservation easement and appropriate signage.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Relocation test site acceptability documented in an email by Dr. James Paulus, dated July 10, 2012</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(o) and (u)</b></p>
<p>57. Potential impacts to the 3.5 acres of state sensitive water birch riparian scrub community that occurs on the property have been reduced through levels of avoidance. The avoidance will be achieved through creation of a permanent 30-foot setback of all structures other than approved nonconforming uses from the bank of Lower Rock Creek, and through retention of the water birch community in the vicinity of the Jeffrey pines. The Jeffrey pines will also be retained in their present location and condition to the maximum extent feasible, with full retention of all Jeffrey pines with a trunk diameter greater than 12 inches.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(o) and (u)</b></p>
<p>58. Property owners shall refrain from clearing native vegetation except as necessary for construction, fire safety or traffic safety (also refer to Mitigation Measure TFFC 5.11-3e).</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(o) and (u)</b></p>
<p>59. Property owners who wish to permit their dogs unleashed access to their yard shall be required to construct, maintain and use a dog enclosure capable of preventing the dog from straying onto public land or other adjacent properties. Such enclosure shall be within the confines of the fenced area allowed pursuant to the Rock Creek Canyon Specific Plan, and shall be constructed in accordance with the Specific Plan. Dogs shall not be permitted in areas outside of the dog enclosure. These requirements shall be contained in the project CC&amp;Rs.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(g)</b></p>
<p>60. At least 3 of the cabins located south of Lower Rock Creek Road shall be relocated to an appropriate setting and placed in a manner that replicates the original feeling and design of the Paradise Camp cabin layout. The new location shall be comparable with the original character and use of the cabins, and shall retain historic features and compatibility in orientation and use of the cabins and general environment. One cabin should be open to the public with interior exhibits; the remaining cabins could be adapted for other uses.</p>	<p><b>Condition satisfied by Parchers Resort letter documenting cabin relocation (South Lake, Inyo County), on file with Public Works.</b></p>

Condition	Status
<p>61. An interpretive exhibit shall be installed at the Rock Creek Canyon site, possibly on the lot that will be dedicated for use as a trailhead parking lot. The interpretive exhibit shall include historic photographs and describe and illustrate the history of Paradise Camp, and its relationship to twentieth-century American history and culture. It should also let visitors know where they can see the original cabins removed from the site.</p>	<p><b>Same as status for Condition #60, above.</b></p>
<p>62. Each lot shall be evaluated on a <i>case by case basis</i> prior to issuance of a building permit. If warranted, one or more of the following measures will be employed: (a) setback from toe of slope dependent on degree of hazard; (b) use of reinforced concrete no less than 16” thick by 36” tall on the slope side of the lower portions of the impacted building; (c) installation of engineered rockfall protection along the lower slope flank.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>63. Best Management Practices shall be maintained at all times during demolition, relocation, renovation and construction of project elements. At a minimum, the BMP program shall consist of protection of Lower Rock Creek through the entire project site, sediment controls and sediment tracking controls (street sweeping or tire baths before exiting the site), designated storage of all construction materials outside the path of storm flows, disposal of construction wastes in appropriately-rated landfills, standby BMPs that can be implemented within 24-hours of a predicted storm event, minimizing the footprint of construction zones and prompt installation of erosion controls; stabilizing disturbed soils and slopes with landscaping, paving or reseeded to reduce or eliminate erosion; perimeter damage controls to direct runoff around disturbed construction areas; detention/infiltration ponds for direct percolation of sediment-laden waters on the construction site; and bid specifications that require regular inspection and maintenance of all equipment used during construction.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(t) and (u)</b></p>
<p>64. The CC&amp;Rs shall contain a list of BMPs for residential land uses. At a minimum, the BMP program shall (a) require all spent fluids used in cleaning and repair activities to be collected in containers and disposed at a household hazardous waste collection site (Paradise Transfer Station accepts these wastes); (b) require all household hazardous materials to be stored in their containers under cover &amp; used in accordance with label instructions; (c) prohibit use of herbicides, insecticides, rodenticides or fungicides within 30-feet of Lower Rock Creek and require all such products to be stored under cover and disposed at a hazardous waste collection site; (d) prohibit sweeping of clippings, leaves or trash into Lower Rock Creek or the open drainage swale and require that such materials instead be collected and recycled or disposed at the Transfer Station; (e) prohibit the discharge of washwater to land within 30-feet of Lower Rock Creek or to the open swale or to any paved surface and require that such washwater instead be directed to vegetated areas or gravel beds or detention/percolation ponds.</p>	<p><b>Same as status for Condition #1, above.</b></p> <p><b>Condition also satisfied by CC&amp;Rs Section 5.9(t) and (u)</b></p>

<b>Condition</b>	<b>Status</b>
<p>65. The developer shall provide a soils report and site development geotechnical recommendations to the Public Works Department. Any such report shall comply with the provisions of Mono County Code Section 17.36.090 and shall be acceptable to the Director of Public Works.</p>	<p><b>Condition satisfied by Geotechnical Report prepared by Sierra Geotechnical Services Inc., dated August 16, 2006, on file with Public Works.</b></p>
<p>66. The distinctive exterior characteristics of the restaurant shall be retained during its conversion to a private residence. These distinctive characteristics include its low profile, horizontal siding, natural wood and stone materials, and horizontally-oriented windows of similar size and form. Although the ‘Paradise’ rooftop sign may not be compatible with the reuse of the structure as a residence, it is recommended that some new use be found for it either on site, nearby, or as part of the relocated cabin exhibit.</p>	<p><b>Same as status for Condition #60, above.</b></p> <p><b>Sign in fragile condition, not installed.</b></p>
<p>67. To minimize direct mortality impacts to deer from vehicle collisions, signs shall be posted along roads within the project area warning drivers the presence of deer. A maximum 15-mile per hour speed limit shall be enforced on residential streets inside the proposed project boundaries and on Lower Rock Creek Road in the vicinity of the project site.</p>	<p><b>Condition satisfied by Signage Plan with field verification of sign installation on file with Public Works.</b></p>
<p>68. The Map and Specific Plan shall incorporate a conservation easement along the full length of the Ditch 4 alignment within the project area.</p>	<p><b>Condition satisfied by conservation easement shown on map.</b></p>
<p>69. Noise levels during construction shall be kept to a minimum by equipping all on-site equipment with noise attenuation devices and by compliance with the requirements of Mono County Code chapter 10.16 (Noise Regulation).</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>70. Conditions of Approval 1-69, or as otherwise required by the County, shall be cross-referenced to map conditions recorded by the County by notation on the map. Project CC&amp;Rs, all uniformly-applied development standards and policies and conditions of approval associated with future development shall be reiterated therein.</p>	<p><b>Condition is referenced on the Final Map and will be recorded concurrently by separate instrument.</b></p>

RECORDING REQUESTED BY,  
AND WHEN RECORDED, RETURN TO:

Mono County Department of Public Works  
Post Office Box 457  
Bridgeport, California 93517

No recording fee pursuant to Government Code §6103

Space above for Recorder's use only

**NOTICE OF DEVELOPMENT CONDITIONS ON PROPERTY  
– TRACT MAP 37-59A&B, ROCK CREEK CANYON –**

This notice is recorded to advise future property owners that on December 10<sup>th</sup>, 2010, the Mono County Planning Commission approved the tract map described herein and related documents. As a result, the parcels created by that map are burdened and benefited by development standards, conditions, and mitigation measures which run with the land, meaning that all future development on the property described herein is subject to certain conditions, requirements, and restrictions. A copy of applicable conditions of map approval that burden and benefit the parcels is attached hereto.

**Project Information**

Map No.: Tract Map 37-59A&B (Rock Creek Canyon)  
County: Mono  
Community: Sierra Paradise  
Location: Portions of Sections 29 and 30, Township 5 South, Range 31 East, M.D.B.& M.  
Description: Remainder Parcel of Tract Map No. 37-41 in the County of Mono, State of California, per map recorded on \_\_\_\_\_, 2012 in the office of the County Recorder of said County in Book \_\_\_\_ of Tract Maps at Pages \_\_\_\_\_.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Garrett Higerd, Senior Engineer  
Mono County Department of Public Works

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF MONO )

On \_\_\_\_\_, before me, SHANNON KENDALL, a NOTARY PUBLIC, personally appeared GARRETT HIGERD, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**TRACT MAP 37-59A&B, ROCK CREEK CANYON  
CONDITIONS OF MAP APPROVAL &  
MITIGATION MONITORING PROGRAM**

NOTE: The following represent the Conditions of Approval, Development Standards, and Mitigation Monitoring Program approved and adopted for Tentative Tract Map 37-59A&B by the Mono County Planning Commission following a public hearing held on December 10, 2010. However, the conditions have been modified to remove references to the developer, since those obligations were satisfied at the time of final approval of the map, and retain present and future tense as they relate to responsibilities of future property owners. In addition, conditions 18, 21 through 26, 29 through 37, 46 through 48, 50, 60, 61, 64 through 68, and 70 have been deleted for brevity since they were satisfied prior to final approval of Tract Map 37-59. Please contact the Mono County Community Development Department for a copy of the full Conditions of Approval adopted for Tract Map 37-59A&B.

**FORMAT:**

CONDITION OF APPROVAL.....

- a. SCHEDULE OF COMPLIANCE.....
- b. RESPONSIBLE MONITORING AGENCY or DEPARTMENT.....
- c. IMPLEMENTING PARTY
- d. TYPE OF MEASURE: DESIGN, ONGOING, CUMULATIVE

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**UNIFORMLY APPLIED DEVELOPMENT STANDARDS AND POLICIES – PHASES 1 & 2**

- 1. Future residential development shall meet requirements of the Mono County General Plan, Mono County Code and the Rock Creek Canyon Specific Plan, including all mitigation measures (EIR, Section 10, Mitigation Monitoring and Reporting Program)
  - a. Requires monitoring over a period of time; usually linked to future development associated with approved residential construction. Must be satisfied prior to issuance of a building permit or certificate of occupancy.
  - b. Community Development Department and Code Compliance
  - c. Property Owner
  - d. Design / Ongoing / Cumulative
- 2. All wood-burning devices installed in the project shall be Phase II EPA-certified, in conformance with the Mono County General Plan (Conservation/Open Space Element, Public Health and Safety policies, Objective A, Action 6.1).
  - a. Requires monitoring over a period of time; usually linked to future development associated with approved residential construction. Must be satisfied prior to issuance of a building permit or certificate of occupancy.
  - b. Community Development Department / Building Division
  - c. Property Owner
  - d. Design / Ongoing
- 3. Subdivision improvements and future residential development shall comply with Fire Safe Regulations (Mono County General Plan, Land Use Element, Section VI, Land Development Regulations, Chapter 22), including emergency access, emergency water supplies, signing and building numbering, and vegetation modification.
  - a. Requirements must be incorporated into construction plans for subdivision improvements, which must be satisfied prior to final approval of the map. Future lot construction requires monitoring over a period of time, usually associated with approved residential construction.
  - b. Community Development Department

- c. Property Owner
  - d. Design / Ongoing
4. The Property Owner and/or his contractor shall stop work and notify the Planning Division of the Mono County Community Development Department and local Native American tribal contacts if archaeological evidence and/or human remains or unmarked cemeteries are encountered during ground-disturbing activities. No disturbance of such a site shall be permitted until the applicant has hired a certified archaeologist and an archaeological survey that identifies acceptable site mitigation measures is filed with the Planning Division. Native American monitors shall be on site during the archaeological survey to ensure the proper identification and care of cultural resources. The disposition of any recovered artifacts shall be made in consultation with local tribal contacts. In the event of the accidental discovery of human remains, Health and Safety Code §7050.5, Public Resources Code §5097.98, and CEQA Guidelines §15064.5(d) shall be consulted for the proper procedure to follow.
    - a. Requirements must be incorporated into construction plans for subdivision improvements, which must be satisfied prior to final approval of the map. Future lot construction requires monitoring over a period of time, usually associated with approved residential construction.
    - b. Community Development Department
    - c. Property Owner
    - d. Design / Ongoing
  5. Construction shall be limited to daylight hours (or per Mono County Code 13.08.290, whichever is more restrictive) in accordance with Mono County Code Chapter 10.16 (Noise Regulation) in order to minimize impacts to nocturnal resident wildlife species.
    - a. Requirements must be incorporated into construction plans for subdivision improvements, which must be satisfied prior to final approval of the map. Future lot construction requires monitoring over a period of time, usually associated with approved residential construction.
    - b. Community Development Department
    - c. Property Owner
    - d. Design / Ongoing
  6. Noise levels during construction shall be kept to a minimum by equipping all on-site equipment with noise-attenuation devices and by compliance with all requirements of Mono County Code Chapter 10.16 (Noise Regulation).
    - a. Requirements must be incorporated into construction plans for subdivision improvements, which must be satisfied prior to final approval of the map. Future lot construction requires monitoring over a period of time, usually associated with approved residential construction.
    - b. Community Development Department
    - c. Property Owner
    - d. Design / Ongoing
  7. Exterior/outdoor lighting on individual lots shall be designed and maintained to minimize the effects of lighting on the surrounding environment in compliance with Chapter 23 of the Mono County General Plan, Land Use Element. Exterior lighting shall be limited to that necessary for health and safety purposes.
    - a. Generally associated with future development. Requires monitoring over a period of time. Must be satisfied prior to issuance of a building permit and/or certificate of occupancy.
    - b. Community Development Department
    - c. Property Owner
    - d. Design
  8. Contractor bid specifications shall require that individuals involved in construction activities be prohibited from bringing their dogs to the project site during construction phases and require that construction workers limit music generated by portable music sources to 60 dB. Waste disposal bins used to collect construction

workers' wastes during project construction shall be provided with a gated and bear-proof enclosure if construction workers' waste may include any food remnants.

- a. Requirements must be incorporated into construction plans for subdivision improvements, which must be satisfied prior to final approval of the map. Future lot construction requires monitoring over a period of time, usually associated with approved residential construction.
  - b. Community Development Department
  - c. Property Owner
  - d. Design / Ongoing
9. For all phases of parcel development, storm water erosion control measures shall be applied to disturbed areas and shall include the use of Best Management Practices such as placement of fiber blankets, fiber rolls, or similar materials or equivalent methods. Removed topsoil shall be stockpiled and replaced over disturbed areas at, or prior to, the completion of construction. Revegetation of disturbed areas shall occur as soon as practical following construction and the use of stabilization material or landscaping shall be required to reduce impacts related to erosion. Use of native seed and/or native plants grown from seeds or seedlings obtained from local native stock is encouraged. Project shall comply with the Landscaping provisions of the SP/EIR.
- a. Requirements must be incorporated into construction plans for subdivision improvements, which must be satisfied prior to final approval of the map. Future lot construction requires monitoring over a period of time, usually associated with approved residential construction.
  - b. Public Works Department /Community Development Department
  - c. Property Owner
  - d. Design / Ongoing
10. Drainage and erosion-control plans shall be required for residential construction involving more than 5,000 square feet of pad area disturbed, including secondary or accessory structures on any one parcel, at any one time. Drainage and erosion control plans shall also be required for construction on any one parcel that cumulatively exceeds 10,000 square feet. If plans are required they shall be developed by the individual project applicant with review and approval by the Department of Public Works, Community Development Department / Building Division, and applicable federal and/or state agencies.
- a. Requirements must be incorporated into construction plans for subdivision improvements, which must be satisfied prior to final approval of the map. Future lot construction requires monitoring over a period of time, usually associated with approved residential construction.
  - b. Public Works Department /Community Development Department
  - c. Property Owner
  - d. Design / Ongoing
11. For all phases of subdivision and parcel development, controls shall be instituted to prevent wind erosion and public nuisance created by dust. Such controls are to include daily watering and mulching of disturbed areas and implementation of at least two of the best available dust control measures specified in mitigation measure AQ 5.12-1. Clearing of native vegetation shall be limited to areas necessary for impending or same-year construction.
- a. Future lot construction requires monitoring over a period of time, usually associated with approved residential lot construction.
  - b. Public Works Department /Community Development Department
  - c. Property Owner
  - d. Design / Ongoing
12. For all phases of parcel development, construction material (rock, debris, etc.) that is not utilized as fill material in the construction of improvements shall be removed to a permitted disposal site or other site approved by the Department of Public Works. All material proposed for fill under structures shall be approved by a geotechnical engineer prior to placement in the project.

- a. Requirements must be incorporated into construction plans for subdivision improvements, which must be satisfied prior to final approval of the map. Future lot construction requires monitoring over a period of time, usually associated with approved residential lot construction.
  - b. Public Works Department /Community Development Department
  - c. Property Owner
  - d. Design / Ongoing
13. Grading permits shall be required as specified in Mono County Code Section 13.08.030, *et seq.* Activities requiring a grading permit include, but are not limited to, land clearing and grading activities that clear more than 10,000 square feet, result in cuts greater than 4 feet or fill greater than 3 feet, involve more than 200 cubic yards of cut or fill, or the alteration of a drainage course.
- a. As part of the Grading Permit application, the applicant shall prepare a Soil Conservation Plan for protection and future use of natural soils suitable as a plant growth medium. At a minimum, the plan shall require that (a) native soils be stockpiled during construction and used for subsequent revegetation, and (b) stockpiled soils be protected from degradation during the construction and maintained in a condition suitable for reuse.
  - b. Future construction requires monitoring over a period of time, usually associated with approved residential lot construction.
  - c. Public Works Department
  - d. Property Owner
  - e. Design / Ongoing
14. Construction contracts shall be required to [include a] detailed construction traffic management plan (CTMP). The draft CTMP shall be submitted to the County Road Department, the County Sheriff's Department and the Paradise Fire Protection District for review and comment prior to initiation of project improvements. The CTMP shall specifically focus on methods to optimize public safety and minimize traffic disruption along Lower Rock Creek Road in the vicinity of the project construction area. Following completion of construction, contractors shall repair damage to any trails and roadways in accordance with all applicable standards of the County, BLM or other agency with jurisdiction.
- a. Future lot construction requires monitoring over a period of time, usually associated with approved residential lot construction.
  - b. Public Works Department /Community Development Department /PFP District/Sheriff's Department
  - c. Property Owner
  - d. Design / Ongoing
15. The Road Department, Sheriff's Department and Fire Department shall be given at least 72 hours advance notice before construction activities are undertaken within any public right of way or public easement. Roadway closures shall not be permitted on Lower Rock Creek Road unless written approval is first obtained from the Public Works Department, Sheriff's Department and Fire Department
- a. Future lot construction requires monitoring over a period of time, usually associated with approved residential lot construction.
  - b. Public Works Department /Community Development Department /Paradise Fire Protection District/Sheriff's Department
  - c. Property Owner
  - d. Design / Ongoing
16. All new on-site utility extensions shall be installed underground.
- a. Requires monitoring over a period of time, usually associated with approved residential construction, which must be satisfied prior to issuance of a building permit or certificate of occupancy.
  - b. Public Works Department /Community Development Department
  - c. Property Owner

d. Design / Ongoing

17. Individual propane tanks may be installed on each parcel. When used, Liquefied Petroleum Gas (LPG) shall be installed according to all applicable codes and Mono County Code 15.04.130 and 15.04.131.

- a. Requires monitoring over a period of time; usually linked to future development associated with approved residential construction. Must be satisfied prior to issuance of a building permit or certificate of occupancy.
- b. Community Development Department
- c. Property Owner
- d. Design / Ongoing

19. Domestic animals shall be restrained at all times, either through the use of leashes or private fenced areas. No animals shall be allowed to be free roaming.

- a. Requires monitoring over a period of time; usually linked to future development associated with approved residential construction.
- b. Community Development Department
- c. Property Owner
- d. Ongoing

**Project Specific Conditions TTM 37-59A (Phase 1 Lots 1-6, Lot A, & Open Space) and TTM 37-59B (Phase 2 Lots 7, 8, 9, 10, 11, 12)**

20. All phases of parcel development shall comply with Mono County Flood Plain Regulations (Mono County General Plan, Land Use Element, Section VI Land Development Regulations, Chapter 21) and with the recommendations contained in the Base Flood Elevation Study prepared for the project, including:

- A. Homes shall be constructed such that finished floor elevations are above the base flood elevations indicated in the Base Flood Elevation Study for the project.
- B. Lot grading shall be kept to a minimum (i.e., that necessary for driveways and building pads) so as not to significantly obstruct the flow of storm waters.
- C. Building foundations and bridge abutments constructed in the floodplain shall be evaluated for scour by a professional engineer and designed and constructed to protect against erosion during a one percent annual chance storm (100-yr flood).
  - a. Requires monitoring over a period of time; usually associated with approved residential construction. Must be satisfied prior to issuance of a building permit or certificate of occupancy.
  - b. Department of Public Works and Community Development Department / Building Division
  - c. Property Owner
  - d. Design / Ongoing

27. To minimize impacts on deer, a wildlife biologist acceptable to the County shall approve any heavy construction work (including parcel grading operations, structural foundation work, framing work and similar heavy construction activities) that is conducted from the period from October 1 through May 15.

- a. Requires monitoring over a period of time, usually linked to future development associated with approval of residential construction.
- b. Community Development Department
- c. Property Owner
- d. Design/Ongoing

28. If construction is proposed to take place during the bird nesting and breeding season (March 15 through September 15), the responsible party (lot owner or HOA) shall arrange for a qualified biologist to assess all potential bird nesting habitat within three days prior to project activities. If an active nest is located, construction within 300 feet of the nest (within 500 feet of raptor nests) shall be postponed until the young

have fledged or the nest otherwise becomes inactive. If threatened or endangered species are observed in the area, no work shall occur during the nesting and breeding season to avoid take of listed species.

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community Development Department
- c. Property Owner
- d. Design/Ongoing

38. Disturbance to CNPS List 4 Muilla Coronata will be limited to a maximum 50% of the area occupied by this species within the project area as mapped in 2008. The retention will be achieved through adherence to the disturbance areas defined on the Tentative Map, which will enforce total avoidance of one half the area occupied by the population, based upon results of the survey and mapping conducted by the project botanist. The spatial limits placed upon disturbance of the Muilla Coronata population [have been] incorporated into the project CC&Rs.

- a. Requires monitoring over a period of time.
- b. Public Works Department and Community Development Department
- c. Property Owner
- d. Design

39. A qualified engineer shall be retained to develop site specifications for all foundation work on the site, as recommended in the Geotechnical Analysis (see Draft EIR Appendix D) and to ensure compliance with all specifications set forth in the initial geotechnical review. The specifications shall address site issues including variables impacting high groundwater levels, potential for liquefaction, potential for rockfall, and other geotechnical considerations.

- a. Requires monitoring over a period of time.
- b. Public Works Department and Community Development Department
- c. Property Owner
- d. Design

40. During initial construction and subsequent maintenance and occupancy over the life the project, there shall be no encroachment of ground-disturbing equipment or activities beyond the top of the creek bank nor shall any spillback be permitted beyond the top of the creek bank. Utilities to serve all lots shall be constructed in locations that do not require an at-grade stream crossing to extend service. If a stream crossing is required in order to extend service to any lot, these new extensions shall be attached to a bridge that complies fully with the requirements above, or shall be extended with the use of a trenchless construction technology that meets local code standards and also complies fully with the requirements of above. Under all conditions and for all activities, disturbance of riparian vegetation shall be avoided to the maximum feasible extent. Tree canopies may be trimmed but under no circumstances will bank-stabilizing vegetation be removed. To avoid impacts associated with the provision of access and utilities to the alternative building envelope on Lot 11 (which is separated from the access road by Rock Creek), any constructed access (bridge) abutments and footings shall be designed so that they are emplaced entirely outside the bank tops on either side of Rock Creek; utilities shall be contained entirely within the constructed access. The requirements pertaining to access and utility extensions to serve Lot 11 (if the alternative building envelope is chosen as the building site) shall be incorporated into the project CC&Rs and further enforced through implementation of this Mitigation Measure BOT 5.3-1c.

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community Development Department
- c. Property Owner
- d. Design/Ongoing

41. An exotic tree control program shall be maintained and funded through the Rock Creek Canyon Homeowners' Association. The program shall contain the following ongoing elements: (a) removal of all Siberian elm trees wherever they occur within the property; (b) removal of all existing black locust trees with

a trunk diameter under 4 inches, and (c) ongoing future removal of all black locus sprouts throughout the property.

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community Development Department
- c. Property Owner
- d. Design/Ongoing

42. A Vinca control program shall be maintained and funded through the Rock Creek Homeowners' Association. The program shall include ongoing maintenance of the existing *Vinca major* plants within fixed boundary horticultural beds, and ongoing removal of all *Vinca major* plants located outside of the existing defined horticultural beds. An exhibit that shows the boundaries of the horticultural beds [has been] incorporated into the project CC&Rs.

- a. Requires monitoring over a period of time.
- b. Public Works Department
- c. Property Owner
- d. Design

43. All landscaping in the Landscape Plan required in §3.6.5.1(a) of the Specific Plan shall consist of plant materials that are native to the Mono County region and have value to native wildlife, and nonnative species that are compatible with native plant materials, have low propagation characteristics and are not invasive.

- a. Requires monitoring over a period of time.
- b. Public Works Department
- c. Property Owner
- d. Design

44. The HOA shall ensure that tree branches and vegetation on each side of the project access points are trimmed or removed to optimize line-of-sight visibility for traffic approaching the roadway curves. Trimming and clearance activities shall be suspended during the bird nesting season each year (March 15 to September 15). This requirement has been incorporated into the Specific Plan (§3.6.5.1(e)).

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community Development Department
- c. Home Owner's Association
- d. Design/Ongoing – phase 1 & 2

45. Natural vegetation shall be retained except where it must be removed for project development. To minimize degradation of deer habitat, project CC&Rs [have incorporated] the following requirement which mandates use of native vegetation and native compatible and prohibits use of invasive plant species: "*Areas disturbed during infrastructure and home construction shall be revegetated with native species in order to establish deer habitat as soon as possible following construction. Revegetation of disturbed areas shall require use of native seeds or native plants grown from seeds or seedlings obtained from local native stock. Revegetated areas shall be monitored for 5 years to ensure success of the plantings, with replanting as necessary.*" Property owners shall refrain from clearing native vegetation except as necessary for construction or fire safety.

- a. Requires monitoring over a period of time.
- b. Public Works Department
- c. Property Owner
- d. Design

49. For project area buildings, structures, associated uses, and asphalt or concrete-paved surfaces that are slated for demolition, an investigation shall be conducted for the presence of hazardous chemicals, lead-based paints or products, mercury and asbestos-containing materials (ACMs). If hazardous chemicals, lead-based paints or products, mercury or ACMs are identified, remediation shall be undertaken in compliance with California environmental regulations and policies.

- a. Requires monitoring over a period of time. Must be satisfied prior to issuance of a building permit and/or certificate of occupancy.
  - b. Public Works Department
  - c. Property Owner
  - d. Design
51. A Best Management Practices Program (BMPP) shall be implemented during all construction stages, including pre-construction and post-construction practices for the prevention of erosion, sedimentation, and contamination resulting from implementation of all project elements. BMPP measures shall at a minimum require: (1) disposal of all construction wastes in designated areas outside the path of storm water flows; (2) minimizing the footprint of construction zones and prompt installation of erosion controls; (3) stabilizing disturbed soils with landscaping, paving or reseeding to reduce or eliminate the risk of further erosion; (4) perimeter drainage controls to direct runoff around disturbed construction areas; (5) internal erosion controls to allow direct percolation of sediment-laden waters on the construction site; and (6) regular inspection and maintenance of all equipment used during construction.
- a. Requires monitoring over a period of time, linked to future development and construction.
  - b. Community Development Department
  - c. Property Owner
  - d. Design/Ongoing
52. All new project foundations shall be designed by a qualified Professional Engineer in accordance with the most current versions of the International Building Code as adopted by Mono County.
- a. Requires monitoring over a period of time, linked to future development and construction.
  - b. Community Development Department
  - c. Property Owner
  - d. Design/Ongoing
53. Private roadways and driveways shall meet County road standards.
- a. Requires monitoring over a period of time with future development and construction.
  - b. Public Works Department/Fire Protection District
  - c. Property Owner (driveways) & Home Owner's Association (private roadways)
  - d. Design
54. All finished floors, and potentially affected foundations, shall be designed to be above the calculated water surface elevation of a 100-year storm. Construction components below the water surface elevation shall be designed with water resistant materials. The design of all facilities shall be finalized during final review in accordance with Mono County requirements in place at that time.
- a. Requires monitoring over a period of time, linked to future development and construction.
  - b. Community Development Department/Public Works Department
  - c. Property Owner
  - d. Design/Ongoing
55. Storm drainage facilities shall be operated and maintained in a manner that will assure continued function as per original design standards. Maintenance elements shall include (but are not limited to) the removal of foreign materials from storm drainage pipes and ditches, maintenance as necessary to outlet facilities, desiltation of retention basins, and repairs as necessary to damaged facilities.
- a. Requires monitoring over a period of time, linked to future development and construction.
  - b. Public Works Department
  - c. Home Owner's Association
  - d. Design/Ongoing
56. Mitigation Measure BOT 5.3-1d requires that disturbance to any area on the site that is occupied by *Muilla coronata* will be subject to seedbank (in this case bulblet) relocation to sandy near-riparian soil outside the

proposed building envelopes in lots 1-6. To ensure the success of this measure, a test program will be undertaken by the project proponent with a monitoring period of at least two years. The test program will be prepared as part of a larger revegetation plan that will be submitted to DFG for approval prior to initiation of the relocation test program or other revegetation of the site. In the event that the test site proves unsuitable for the relocation effort, a new test site will be selected on the project property and the test program will be repeated until a suitable location is identified and permanent relocation is completed. The relocation test site and the permanent relocation site will be protected through a conservation easement and appropriate signage.

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community Development Department
- c. Property Owner
- d. Design/Ongoing

57. Potential impacts to the 3.5 acres of state sensitive water birch riparian scrub community that occurs on the property have been reduced through levels of avoidance. The avoidance will be achieved through creation of a permanent 30-foot setback of all structures other than approved nonconforming uses from the bank of Lower Rock Creek, and through retention of the water birch community in the vicinity of the Jeffrey pines. The Jeffrey pines will also be retained in their present location and condition to the maximum extent feasible, with full retention of all Jeffrey pines with a trunk diameter greater than 12 inches.

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community Development Department
- c. Property Owner
- d. Design/Ongoing

58. Property owners shall refrain from clearing native vegetation except as necessary for construction, fire safety or traffic safety (also refer to Mitigation Measure TFFC 5.11-3e).

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community Development Department
- c. Property Owner
- d. Design/Ongoing

59. Property owners who wish to permit their dogs unleashed access to their yard shall be required to construct, maintain and use a dog enclosure capable of preventing the dog from straying onto public land or other adjacent properties. Such enclosure shall be within the confines of the fenced area allowed pursuant to the Rock Creek Canyon Specific Plan, and shall be constructed in accordance with the Specific Plan. Dogs shall not be permitted in areas outside of the dog enclosure.

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community development Department
- c. Property Owner
- d. Design

62. Each lot shall be evaluated on a *case by case basis* prior to issuance of a building permit. If warranted, one or more of the following measures will be employed: (a) setback from toe of slope dependent on degree of hazard; (b) use of reinforced concrete no less than 16" thick by 36" tall on the slope side of the lower portions of the impacted building; (c) installation of engineered rockfall protection along the lower slope flank.

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community Development Department
- c. Property Owner
- d. Design/Ongoing

63. Best Management Practices shall be maintained at all times during demolition, relocation, renovation and construction of project elements. At a minimum, the BMP program shall consist of protection of Lower Rock Creek through the entire project site, sediment controls and sediment tracking controls (street sweeping or tire baths before exiting the site), designated storage of all construction materials outside the path of storm

flows, disposal of construction wastes in appropriately-rated landfills, standby BMPs that can be implemented within 24-hours of a predicted storm event, minimizing the footprint of construction zones and prompt installation of erosion controls; stabilizing disturbed soils and slopes with landscaping, paving or reseeded to reduce or eliminate erosion; perimeter damage controls to direct runoff around disturbed construction areas; detention/infiltration ponds for direct percolation of sediment-laden waters on the construction site; and bid specifications that require regular inspection and maintenance of all equipment used during construction.

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community Development Department
- c. Property Owner
- d. Design/Ongoing

69. Noise levels during construction shall be kept to a minimum by equipping all on-site equipment with noise attenuation devices and by compliance with the requirements of Mono County Code chapter 10.16 (Noise Regulation).

- a. Requires monitoring over a period of time, linked to future development and construction.
- b. Community Development Department
- c. Property Owner
- d. Design/Ongoing – phase 1 & 2

**RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:**

**INMAN LAW GROUP, LLP**  
Bruce R. Inman, Esq.  
1528 Eureka Road, Suite 101  
Roseville, California 95661

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**DECLARATION**  
  
**OF**  
  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
  
**FOR**  
  
**ROCK CREEK CANYON**

**If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

**TABLE OF CONTENTS  
TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ROCK CREEK CANYON**

**Page Number**

---

<b>RECITALS</b>		1
<b>ARTICLE 1</b>	<b>DEFINITIONS</b>	2
1.1	Definitions, Generally	2
1.2	Absolute Majority	2
1.3	Additional Charges	2
1.4	Architectural Review Committee	2
1.5	Architectural Rules	2
1.6	Assessment	2
1.7	Association	2
1.8	Association Maintenance Area	2
1.9	Board of Directors	3
1.10	Bylaws	3
1.11	Common Area	3
1.12	Conditions of Approval	3
1.13	County	3
1.14	Declarant	3
1.15	Declaration	3
1.16	Declaration of Annexation	3
1.17	Development	3
1.18	Director	3
1.19	Governing Documents	3
1.20	Improvement	3
1.21	Lot	3
1.22	Member	3
1.23	Member in Good Standing	3
1.24	Mortgage	4
1.25	Owner	4
1.26	Private Roadway	4
1.27	Record; Recordation; Filed	4
1.28	Residence	4
1.29	Resident	4
1.30	Rules	4
1.31	Simple Majority	4
1.32	Subdivision Map	4

1.33	Supplemental Declaration. . . . .	4
1.34	Total Voting Power. . . . .	5
<b>ARTICLE 2</b>	<b>HOMEOWNERS ASSOCIATION. . . . .</b>	<b>5</b>
2.1	Management and Operation. . . . .	5
2.2	Membership. . . . .	5
2.3	Voting. . . . .	5
2.4	Board of Directors. . . . .	6
2.5	Association Rules. . . . .	6
2.6	Manager and Other Personnel. . . . .	6
2.7	Capital Improvements. . . . .	6
2.8	Sale or Transfer of Association Property. . . . .	6
2.9	Transfer or Dedication of Common Area to Public Agency or Utility. . . . .	6
2.10	Borrow Money. . . . .	6
2.11	Mortgage of Association Property. . . . .	6
2.12	Mergers and Consolidations. . . . .	7
2.13	Dissolution. . . . .	7
2.14	Limitation of Liability. . . . .	7
2.15	Agreements with Lenders. . . . .	7
<b>ARTICLE 3</b>	<b>COMMON AREA AND ASSOCIATION MAINTENANCE AREA. . . . .</b>	<b>7</b>
3.1	Purpose of Common Area and Association Maintenance Area. . . . .	7
3.2	Conveyance of Common Area. . . . .	7
3.3	Owners Non-Exclusive Easements of Enjoyment. . . . .	7
3.4	Assignment of Rights of Use. . . . .	9
3.5	Common Area and Association Maintenance Area Construction. . . . .	9
3.6	Agreements Affecting Association Maintenance Area. . . . .	9
3.7	Mechanic's Liens. . . . .	9
3.8	Enforcement of Bonded Obligations. . . . .	9
<b>ARTICLE 4</b>	<b>USE RESTRICTIONS. . . . .</b>	<b>10</b>
4.1	Offensive Conduct, Nuisances, Noise. . . . .	10
4.2	Residential Use. . . . .	10
4.3	Restriction on Businesses. . . . .	10
4.4	Use of the Common Area and Association Maintenance Area. . . . .	11
4.5	Requirement of Architectural Approval. . . . .	11
4.6	Sports Apparatus. . . . .	11
4.7	Window Coverings. . . . .	11
4.8	Signs. . . . .	11
4.9	Antennas. . . . .	11
4.10	Trash Disposal. . . . .	11
4.11	Vehicles and Parking. . . . .	12
4.12	Garages. . . . .	12
4.13	Compliance with Laws. . . . .	12
4.14	Animals. . . . .	12
4.15	Rental of Lots. . . . .	13
4.16	Clotheslines and Sideyard Storage. . . . .	14

## EXHIBIT 4

4.17	Equipment. ....	14
4.18	Exploration for Minerals. ....	14
4.19	Burning. ....	14
4.20	Activities Affecting Insurance. . . . .	14
4.21	No Partition. ....	14
4.22	Family Day Care Centers. . . . .	14
4.23	Community Care Facilities.. . . . .	15
4.24	Variances. ....	15
<b>ARTICLE 5</b>	<b>IMPROVEMENTS TO LOTS/RESIDENCES; DISCLOSURES. . .</b>	<b>16</b>
5.1	Approval by Architectural Review Committee. ....	16
5.2	Solar Systems . . . . .	16
5.3	Drainage. . . . .	16
5.4	Mechanical Devices . . . . .	16
5.5	Exterior Lighting and Fixtures. . . . .	16
5.6	Accessory Structures. . . . .	16
5.7	Individual Propane Tanks. . . . .	16
5.8	Uniform Fences. . . . .	17
5.9	Provisions Required by Conditions of Approval. . . . .	17
5.10	Project Rules. . . . .	20
5.11	Best Management Practices. . . . .	20
<b>ARTICLE 6</b>	<b>ASSESSMENTS AND LIENS. ....</b>	<b>20</b>
6.1	Covenant of Owner. ....	20
6.2	Creation of Lien. ....	21
6.3	Purpose of Assessments.. . . . .	21
6.4	Authority of the Board. ....	21
6.5	Regular Assessment. ....	21
6.6	Special Assessments. . . . .	22
6.7	Reimbursement Assessments.. . . . .	23
6.8	Enforcement Assessments. ....	23
6.9	Failure to Fix Assessments. . . . .	23
6.10	Offsets. . . . .	23
6.11	Delinquent Assessments. . . . .	23
6.12	Assessment Liens. ....	24
6.13	Foreclosure of Association Assessment Liens.. . . . .	28
6.14	Priority. . . . .	29
6.15	Association Funds. . . . .	29
6.16	Waiver of Exemptions. ....	29
6.17	Trustee's Deed Upon Sale. . . . .	29
<b>ARTICLE 7</b>	<b>MAINTENANCE OF PROPERTY. ....</b>	<b>29</b>
7.1	Association Responsibilities. . . . .	29
7.2	Owners' Responsibilities. . . . .	31
7.3	Compliance With Architectural Provisions. ....	31
7.4	Owner Failure to Maintain. ....	31
7.5	Owner Liability. . . . .	31

7.6	Authority for Entry of Lot. . . . .	31
7.7	Cooperative Maintenance Obligations. . . . .	32
7.8	Association Liability. . . . .	32
7.9	Board Discretion. . . . .	32
7.10	Inspection of Property Maintained by Association. . . . .	32
<b>ARTICLE 8</b>	<b>ARCHITECTURAL CONTROL. . . . .</b>	<b>32</b>
8.1	Architectural Review Process. . . . .	32
8.2	Establishment of Architectural Review Committee. . . . .	33
8.3	Duties. . . . .	33
8.4	Meetings. . . . .	34
8.5	Architectural Rules. . . . .	34
8.6	Application. . . . .	34
8.7	Fees. . . . .	34
8.8	Grant of Approval. . . . .	34
8.9	Form of Approval. . . . .	35
8.10	Appeal of Denial to Board of Directors. . . . .	35
8.11	Time for Architectural Review Committee Action. . . . .	35
8.12	Commencement. . . . .	35
8.13	Completion. . . . .	35
8.14	Inspection. . . . .	36
8.15	Non-Waiver. . . . .	37
8.16	Estoppel Certificate. . . . .	37
8.17	Liability. . . . .	37
8.18	Variances. . . . .	37
8.19	Compliance With Governmental Requirements. . . . .	38
<b>ARTICLE 9</b>	<b>EASEMENTS. . . . .</b>	<b>38</b>
9.1	Easements in General. . . . .	38
9.2	Utility Easements. . . . .	38
9.3	Easements Granted by Board. . . . .	38
9.4	General Association Easements for Maintenance, Repair and Replacement. . . . .	38
9.5	Utility Maintenance and Repair Easements. . . . .	39
9.6	Encroachment Easements. . . . .	39
9.7	Private Roadway Easement. . . . .	39
9.8	Easements Reserved and Granted. . . . .	39
<b>ARTICLE 10</b>	<b>ENFORCEMENT. . . . .</b>	<b>39</b>
10.1	Violations as Nuisance. . . . .	39
10.2	Violation of Law. . . . .	40
10.3	Owners' Responsibility for Conduct and Damages. . . . .	40
10.4	No Avoidance. . . . .	40
10.5	Rights and Remedies of the Association. . . . .	40
10.6	Disciplinary Rules. . . . .	41
10.7	Emergency Situations. . . . .	41
10.8	Alternative Dispute Resolution. . . . .	41

## EXHIBIT 4

10.9	Non-Waiver. . . . .	41
10.10	Notices. . . . .	41
10.11	Costs and Attorneys' Fees. . . . .	42
10.12	Owner Indemnification. . . . .	42
10.13	No Obligation to Enforce. . . . .	42
<b>ARTICLE 11</b>	<b>INSURANCE. . . . .</b>	<b>42</b>
11.1	Types of Insurance Coverage. . . . .	42
11.2	Copies of Policies. . . . .	43
11.3	Individual Owner's Property Insurance. . . . .	43
11.4	Trustee. . . . .	43
11.5	Adjustment of Losses. . . . .	43
<b>ARTICLE 12</b>	<b>DAMAGE OR DESTRUCTION; CONDEMNATION. . . . .</b>	<b>43</b>
12.1	Damage to or Destruction of Association Maintained Improvement. . . . .	43
12.2	Damage to or Destruction of Owner Maintained Improvements. . . . .	44
12.3	Condemnation of Common Area or Association Maintenance Area. . . . .	44
12.4	Condemnation of Lots. . . . .	44
12.5	Appraisals. . . . .	44
<b>ARTICLE 13</b>	<b>PROTECTION OF MORTGAGEES. . . . .</b>	<b>44</b>
13.1	Amendments Affecting Mortgages. . . . .	44
13.2	Default by Owner; Mortgagee's Right to Vote. . . . .	44
13.3	Breach; Obligation After Foreclosure. . . . .	44
13.4	Right to Examine Books and Records of the Association. . . . .	45
13.5	Declaration to Conform With Mortgagee Requirements. . . . .	45
<b>ARTICLE 14</b>	<b>ANNEXATION AND SUPPLEMENTAL DECLARATIONS. . . . .</b>	<b>45</b>
14.1	Annexation of Other Property. . . . .	45
14.2	Declarations of Annexation. . . . .	45
14.3	Supplemental Declarations. . . . .	45
<b>ARTICLE 15</b>	<b>DECLARANT'S DEVELOPMENT RIGHT. . . . .</b>	<b>46</b>
15.1	Declarant's Right to Develop the Development. . . . .	46
15.2	Use of Common Area and Association Maintenance Area by Declarant. . . . .	46
15.3	Amendment of Development Plans. . . . .	46
15.4	Independent Design Review. . . . .	46
15.5	Disclaimer of Declarant's Representations. . . . .	46
15.6	No Amendment or Repeal. . . . .	46
<b>ARTICLE 16</b>	<b>AMENDMENT. . . . .</b>	<b>47</b>
16.1	Amendment Before First Conveyance. . . . .	47
16.2	Amendment After First Conveyance. . . . .	47
16.3	Restatements. . . . .	48
16.4	Department of Real Estate. . . . .	48
16.5	Effective Date of Amendment. . . . .	48
16.6	Reliance on Amendment. . . . .	48

<b>ARTICLE 17</b>	<b>GENERAL PROVISIONS.</b> .....	49
17.1	Term.....	49
17.2	Severability. ....	49
17.3	Liberal Construction. ....	49
17.4	Statutory References. ....	49
<b>EXHIBIT "A"</b>	<b>BUDGET SUMMARY</b>	
<b>EXHIBIT "B"</b>	<b>MULLA CORONADA RETENTION AREA</b>	
<b>EXHIBIT "C"</b>	<b>VINCA CONTROL BOUNDARIES</b>	

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ROCK CREEK CANYON**

This Declaration of Covenants, Conditions and Restrictions for Rock Creek Canyon (the "Declaration") is made by John W. Hooper (the "Declarant").

**RECITALS**

A. Declarant is the owner of certain real property located in the unincorporated community of Sierra Paradise, Mono County, California, which is more particularly described as follows (the "Development"):

Lots 1 through 12, inclusive, and Open Space, as shown on the Subdivision Map of "Tract Map No. 37-59A&B", filed for Record on \_\_\_\_\_, 201\_, in Book \_\_ of Maps, at Pages \_ through \_, of the Official Records of Mono County.

B. Declarant hereby declares that all of the Development shall be held, sold and conveyed subject to the following easements, restrictions, associations, reservations, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. These covenants, easements, restrictions, conditions, associations and reservations: (i) create a general plan and scheme for the subdivision development, sale and use of the Development as a "planned development" as that term is defined in California Civil Code Section 1351(k); (ii) are for the benefit and protection of the Development and for the protection and enhancement of the desirability, value and attractiveness of all Lots and Common Area located therein; (iii) run with the Development and bind all parties having or acquiring any right, title or interest in the Development or any part thereof; and (iv) inure to the benefit of the successors and assigns of each Owner of any property within the Development.

C. All of the real property comprising the Development is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the Development and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the real property comprising the Development and any part thereof.

D. All of the covenants, conditions, and restrictions set forth in this Declaration shall constitute enforceable equitable servitudes as provided in California Civil Code Section 1354, shall constitute covenants that shall run with the real property comprising the Development, and shall be binding upon and inure to the benefit of each Owner of any portion of such real property or of any interest therein and their heirs, successors, and assigns.

E. The Development consists of 12 Lots intended for Residences to be constructed thereon and a Common Area parcel. The Owners of each Lot is a Member of the Rock Creek Canyon Homeowners Association, and the Association will maintain, including, but not limited to, the open space, the Association

Maintenance Area private roadway and storm drainage facilities within the Development for the benefit of the Owners and Residents, as well as the trailhead parking lot on lot A, as shown on the Subdivision Map.

**ARTICLE 1                    DEFINITIONS**

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1.1     Definitions, Generally. When the words and phrases described in this Article are used in the Declaration, they will have the meanings set forth in this Article. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires. The use of the term "may" in this Declaration indicates discretion or choice, and the use of the term "shall" in this Declaration means imperative, mandatory or imposing an absolute duty. Except as otherwise provided herein, all capitalized terms used in this Declaration shall have the same meanings as set forth in this Article 1.

1.2     Absolute Majority. "Absolute Majority" shall mean a majority of the Total Voting Power of the Association.

1.3     Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures, including without limitation, interest, late charges, attorneys' fees, Recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments, fines, and/or penalties.

1.4     Architectural Review Committee. "Architectural Review Committee" shall mean the committee created pursuant to Article 8 of this Declaration.

1.5     Architectural Rules. "Architectural Rules" shall mean the rules and regulations adopted by the Board of Directors pursuant to Section 8.5 of this Declaration.

1.6     Assessment. "Assessment" shall mean a charge levied by the Association against an Owner and his or her Lot as provided in Article 6 of this Declaration. "Assessment" shall include any or all of the following:

(a)     Regular Assessments. Regular Assessments, which shall have the meaning set forth in Section 6.5 of this Declaration.

(b)     Enforcement Assessments. Enforcement Assessments, which shall have the meaning set forth in Section 6.8 of this Declaration.

(c)     Reimbursement Assessments. Reimbursement Assessments, which shall have the meaning set forth in Section 6.7 of this Declaration.

(d)     Special Assessments. Special Assessments, which shall have the meaning set forth in Section 6.6 of this Declaration.

1.7     Association. "Association" shall mean the Rock Creek Canyon Homeowners Association, a California nonprofit mutual benefit corporation, its successors and assigns.

1.8     Association Maintenance Area. "Association Maintenance Area" shall mean the Private Roadway, known as Lower Canyon Road and Upper Canyon Road, including all storm drainage facilities, which shall provide access to and from the Lots and the public roadway, the shared wastewater treatment system and leach field, and the trailhead parking lot on lot A, as shown on the Subdivision Map.

## EXHIBIT 4

1.9 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Association.

1.10 Bylaws. "Bylaws" shall mean the Bylaws of the Association as they shall be adopted by the Members and any duly-adopted amendments thereof.

1.11 Common Area. "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of the Owners and Residents of the Development. The Common Area within the Development shall consist of the open space, as shown on the Subdivision Map.

1.12 Conditions of Approval. "Conditions of Approval" shall mean that certain document entitled "Conditions of Project Approval" dated December 21, 2010, as required by Mono County.

1.13 County. "County" shall mean Mono County, California, and its various departments, divisions, employees and representatives.

1.14 Declarant. "Declarant" shall mean John W. Hooper. The term "Declarant" shall also mean any successor or assign of Declarant, provided a certificate, signed by Declarant and Declarant's successor or assign, is Recorded against the portion of the Development which the successor or assign assumes the rights and duties of Declarant.

1.15 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time. If any Supplemental Declarations or Declarations of Annexation are approved and Recorded in accordance with Article 14, below, then following such Recordation any reference to this Declaration shall mean this Declaration as amended and supplemented by the Supplemental Declaration(s) and any Declarations of Annexation.

1.16 Declaration of Annexation. "Declaration of Annexation" shall mean a declaration annexing real property to the Development and subjecting the real property described therein to this Declaration, all as more particularly described in Article 14, below.

1.17 Development. "Development" shall mean the real property described in Recital A, together with all Improvements now located or hereafter constructed or installed thereon, and all appurtenances thereto.

1.18 Director. "Director" shall mean a member of the Board of Directors of the Association.

1.19 Governing Documents. "Governing Documents" shall mean the articles of incorporation, Bylaws, Declaration, Rules (including the Architectural Rules), relevant provisions of the Conditions of Approval, and the policies and resolutions duly adopted by the Board.

1.20 Improvement. "Improvement" shall mean all structures and improvements including without limitation buildings, landscaping, paving, fences, and signs.

1.21 Lot. "Lot" shall mean any plot of land shown upon the Subdivision Map, with the exception of the Common Area open space lot and lot A as shown on the Subdivision Map.

1.22 Member. "Member" shall mean an Owner, and refers to membership in the Association.

1.23 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who is current in the payment of all dues, Assessments, fines, penalties, and other charges

## EXHIBIT 4

imposed in accordance with the Governing Documents, and who is in compliance with all of the provisions of the Governing Documents, as may be more particularly set forth in the Bylaws.

1.24 Mortgage. "Mortgage" shall mean a deed of trust as well as a mortgage in the conventional sense. "First Mortgage" shall mean any Recorded Mortgage on a Lot with first priority over other Mortgages on such Lot. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee in the conventional sense.

1.25 Owner. "Owner" shall mean any person, firm, corporation or other entity in which fee title to a Lot is vested as shown by the Official Records of the office of the County Recorder, including the purchaser under an installment land contract, but excluding those having such interest merely as security for the performance of an obligation. If a Lot is transferred or conveyed to a trust, the Owner is the trustee or the co-trustees of such trust. A person or entity is not an Owner due to (a) community property or other equitable rights not shown of Record; or (b) rights of adverse possession not shown of Record. Where the context requires, the term "Owner" shall include the members of the Owner's household and the Owner's guests, tenants/lessees and invitees; provided, however, that such persons are not "Owners" for purposes of exercising voting rights in the Association.

1.26 Private Roadway. "Private Roadway" shall mean those portions of Lots 1 through 6, inclusive, Lots 8 through 12, inclusive, and open space lot, commonly known as "Lower Canyon Road" and "Upper Canyon Road", and more particularly described on the Subdivision Map.

1.27 Record; Recordation; Filed. "Record," "Recordation", and "Filed" shall mean, with respect to any document, the recordation or filing of such document in the Official Records of the County Recorder's office.

1.28 Residence. "Residence" shall mean a residential structure located upon a Lot which is designed for human residential use and occupancy.

1.29 Resident. "Resident" shall mean any person who resides in a Residence on a Lot within the Development whether or not such person is an Owner.

1.30 Rules. "Rules" shall mean the rules and regulations governing the Development adopted by the Board of Directors, including the Architectural Rules.

1.31 Simple Majority. "Simple Majority" shall mean a majority of the votes of the Members (i) represented and voting at a meeting at which a quorum is present, or (ii) cast by written ballot (in conformity with California Corporations Code Section 7513) in which the number of ballots received equals or exceeds the number required to establish a quorum.

1.32 Subdivision Map. "Subdivision Map" shall mean the final subdivision map Filed with the County Recorder for any portion of the Development.

1.33 Supplemental Declaration. "Supplemental Declaration" shall mean any declaration (as defined in California Civil Code Section 1351(h)), Recorded pursuant to Section 14.4, below, which supplements this Declaration and which may affect only a portion of the Development. A Supplemental Declaration may be entitled as an amendment to the Declaration in order to satisfy County Recording requirements.

1.34 Total Voting Power. "Total Voting Power" shall mean the total number of votes of all Members entitled to vote at a particular time, excluding any Lots as to which an Owner is not then a Member in Good Standing.

**ARTICLE 2                      HOMEOWNERS ASSOCIATION**

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2.1 Management and Operation. The Association, through the Board of Directors, shall manage and operate the Development in accordance with the applicable provisions of the Governing Documents and the applicable provisions of California law. The Association shall have all of the powers set forth in the Governing Documents together with general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under the laws of the State of California, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

2.2 Membership. Every Owner of a Lot shall be a Member of the Association and shall remain a Member thereof until such time as his or her Lot ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from ownership of a Lot and shall not be transferred, encumbered, pledged, alienated, or otherwise hypothecated in any way, except in connection with the sale or encumbrance of the Lot to which it is appurtenant.

2.3 Voting.

(a) Commencement of Voting Rights. Voting rights attributable to the ownership of Lots shall vest upon the commencement by the Association of Regular Assessments against those Lots.

(b) Classes of Membership. The Association shall have the following two (2) classes of voting membership:

(i) Class A Members. Class A Members shall initially be all Owners except Declarant and shall have one (1) membership for each Lot owned.

(ii) Class B Members. Declarant shall be the only Class B Member.

(c) Membership Voting Rights. Only Members in Good Standing shall be entitled to vote. The voting rights and other privileges of each class of membership and the conversion of Declarant's Class B membership into Class A memberships shall be as set forth in Article 3 of the Bylaws.

(d) Suspension of Voting Rights. A Member's voting rights may be temporarily suspended under those circumstances described in subsection 10.5(c), below.

(e) Limitations on Declarant Voting Rights. With the exception of any membership vote pursuant to Section 3.8, below (relating to the enforcement of bonded obligations), no provision of any Governing Document requiring approval of a prescribed majority of the voting power of the Association other than Declarant is intended to preclude Declarant from casting votes attributable to any Lots owned by Declarant. Instead, approval by the Association's Members requires the approval of a bare majority of the Class B voting power as well as the approval of the prescribed majority of the Class A voting power. Once the Class B membership has been converted to Class A membership, the intent is to require the approval of a bare majority of the Total Voting Power of the Association as well as the approval of the prescribed majority of the Total Voting Power of the Association other than Declarant.

## EXHIBIT 4

2.4 Board of Directors. The affairs of the Association shall be managed by or under the direction of a Board of Directors. The number and qualifications of Directors shall be as established in the Bylaws, and the members of the Board shall be elected as provided in the Bylaws. The Board of Directors shall have all of the powers and duties set forth in any provision of the Governing Documents, including without limitation such powers and duties as may be expressly set forth in this Declaration.

2.5 Association Rules. The Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal, and enforce such rules and regulations, which shall be known as "Rules", as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Association. The Rules may concern, but need not be limited to, matters pertaining to use of the Common Area, signs, collection and disposal of refuse, minimum standards for maintenance of property, parking and traffic regulations, rental or leasing of Lots, the keeping of pets on Lots, and any other subject matter within the jurisdiction of the Association as provided in the Governing Documents or by law.

2.6 Manager and Other Personnel. The Board of Directors shall have the power and authority to employ a manager and such other persons or entities as the Board shall deem appropriate to assist it in managing the Development and conducting the business and affairs of the Association, as more particularly set forth in the Bylaws.

2.7 Capital Improvements. The Board of Directors shall have the power and authority to provide for the construction, reconstruction, installation, or acquisition of capital improvements upon the Common Area, provided that in any fiscal year expenditures for capital improvements shall not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year except upon the approval of at least a majority of each class of Members. This limitation shall not apply to the expenditure of any funds accumulated in a reserve fund for capital improvements so long as the expenditure is for the purpose for which the fund was established nor shall it apply to any reconstruction governed by Article 12 of this Declaration. For purposes of this Section "capital improvements" is defined as any (i) substantial discretionary addition to the Common Area, (ii) voluntary significant upgrade to Common Area materials, or (iii) discretionary material alterations to the appearance of the Development.

2.8 Sale or Transfer of Association Property. The Board of Directors shall have the power to sell the Association's property provided that the Board shall not, in any fiscal year, sell property owned by the Association having a value in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without approval of at least a majority of each class of Members.

2.9 Transfer or Dedication of Common Area to Public Agency or Utility. The Board of Directors shall have the power to dedicate or transfer all or any part of the Common Area to a public agency, authority or utility or other person or entity for such purposes and subject to such conditions as may be agreed to by the Board, and upon the approval of at least a majority of each class of Members.

2.10 Borrow Money. The Board of Directors shall have the power to borrow money in the name of the Association.

2.11 Mortgage of Association Property. The Board of Directors shall have the power and authority to mortgage, pledge, encumber, or otherwise hypothecate the real and personal property of the Association for money borrowed or debts incurred by the Association.

## EXHIBIT 4

2.12 Mergers and Consolidations. The Association may (i) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as the Association, or (ii) annex additional property to the Development, in accordance with Section 14.2, below.

2.13 Dissolution. So long as there is any lot, parcel or area for which the Association is obligated to provide management, maintenance, preservation or control, the prior written consent of the County and the consent of all Members must be obtained for the Association to (i) transfer all or substantially all of its assets, or (ii) file a certificate of dissolution.

2.14 Limitation of Liability. Neither the Association or its Directors, officers, employees, agents or committee members (collectively and individually referred to as the "Released Party") shall be personally liable for damages or in equity to any of the Members, or to any other person, for any error or omission in the discharge of their duties and responsibilities or for their failure to provide any service required hereunder or pursuant to the Bylaws, even if such Released Party is negligent, provided that such Released Party has not acted in bad faith. This standard of care and limitation of liability shall extend, without limitation, to matters such as (i) the establishment of the Association's annual financial budget, (ii) the funding of Association reserve accounts, (iii) the discharge of the Association's maintenance, repair and replacement obligations, (iv) the enforcement of the Governing Documents, and (v) to any other fiduciary duties or responsibilities imposed by law or the Governing Documents.

2.15 Agreements with Lenders. The Association may enter into such agreements as may be necessary in order to facilitate the financing of Lots within the Development as may be required by prospective lenders, and holders, insurers or guarantors.

### **ARTICLE 3                      COMMON AREA AND ASSOCIATION MAINTENANCE AREA**

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3.1 Purpose of Common Area and Association Maintenance Area. Subject to the provisions of the Declaration, the Common Area and Association Maintenance Area shall be held, maintained, and used to meet the common interests of the Owners, the members of the Owners' households, and the Owners' tenants and guests as provided in the Governing Documents.

3.2 Conveyance of Common Area. Declarant shall convey fee simple title to the Common Area parcels within the Development to the Association, free of all encumbrances and liens, with the exception of current real property taxes (which shall be prorated as of the date of such conveyance) and any easements, conditions and reservations then of Record, including those set forth in this Declaration. Such conveyance shall be made prior to, or concurrently with, the first transfer or conveyance by Declarant of a Lot to a purchaser. The Association shall be deemed to have accepted the Common Area conveyed to it when (i) a grant deed conveying title to the Common Area has been Recorded in the Official Records of the County and (ii) assessments have commenced.

3.3 Owners Non-Exclusive Easements of Enjoyment. Every Owner and the Association shall have a non-exclusive easement for ingress, egress, use of, and enjoyment in, to, and throughout the Common Area and Association Maintenance Area. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Lot, subject to the following rights and restrictions:

(a) Adoption of Rules. The right of the Board of Directors to establish and enforce reasonable Rules governing the use of the Common Area and Association Maintenance Area including, without limitation, Rules (i) limiting the number of guests of Members permitted to use the Common Area at any one time, and (ii) limiting the times of the year and hours of use of the Common Area, (iii) regulating the types of use of the Common Area, and (iv) regulating the parking

## EXHIBIT 4

upon and use of the Association Maintenance Area roadway, provided no Owners shall be denied ingress and egress over the Association Maintenance Area roadway to such Owner's Lot;

(b) Suspension of Use. The right of the Board, as more particularly addressed in the Bylaws, to suspend an Owner's right to use the Common Area for (i) any period during which any Assessment against such Owner's Lot remains unpaid, and/or (ii) for violations of the Governing Documents by an Owner or any person for whom an Owner is responsible, provided that no Owners shall be denied ingress and egress over Common Area roadways to such Owner's Lot;

(c) Granting of Easements. The right of the Board to grant easements and rights of way in, on, over, or under the Common Area and the Association Maintenance Area;

(d) Transfer to Public Agency. The right of the Board to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility;

(e) Encumber. The right of the Board to mortgage, pledge, encumber, or otherwise hypothecate the Common Area and facilities thereon as security for money borrowed by the Association;

(f) Exclusive Maintenance Agreements. The right of the Board, as set forth in Section 3.6 of this Declaration, to enter into exclusive use and maintenance agreements with Owners for portions of the Association Maintenance Area, provided that no Owners shall be denied ingress and egress over the Association Maintenance Area roadway to such Owner's Lot;

(g) Perform Obligations. The right of the Association or its authorized agents to perform its obligations under this Declaration, including, without limitation, obligations with respect to construction, maintenance, repair, or replacement for the benefit of the Common Area and Association Maintenance Area;

(h) Establish Signage. The right of the Association to establish, construct, maintain, repair and replace entrance signs, privacy gates, street signs, lights, maps, directories and other similar improvements upon the Common Area and Association Maintenance Area;

(i) Association Use Areas. The right of the Association to establish, construct, maintain, repair and replace facilities upon the Common Area and Association Maintenance Area including without limitation storage facilities and workshops, which may be necessary or convenient in the discharge of the Association's duties and the exercise of its rights under the Governing Documents;

(j) Public Access Easements. The rights of the general public to non-exclusive easements for the purpose of vehicular and pedestrian ingress and egress over and across a portion of the Development depicted as "Public Access Easement for Adjoining BLM Land to the North" and "Public Access Easement to Glen Court", as shown and depicted on the Subdivision Map, and the rights of the public to any open space as shown and depicted on the Subdivision Map; and

(k) Development, Sales and Inspections. The right of Declarant and its employees, sales agents, prospective purchasers, customers and representatives, to enter upon and to use the Common Area and Association Maintenance Area for development and sales activities in accordance with Article 15, below. Such use shall not unreasonably interfere with the rights of use and enjoyment of the other Owners as provided herein. Declarant shall also have the right to inspect the Development in accordance with Article 15, below.

## EXHIBIT 4

3.4 Assignment of Rights of Use. Upon occupancy of a Lot by a tenant, the Owner shall be deemed to have assigned all Common Area and Association Maintenance Area rights exclusively to the tenants of such Lot except that such Owner shall continue to have an easement for ingress and egress to such Owner's Lot to the extent necessary to discharge the Owner's obligations and rights as a landlord. Any Common Area and Association Maintenance Area rights of enjoyment assigned pursuant to this Section are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents. It is the express purpose and intent of the provisions of this Section to limit the right of use and enjoyment of the Common Area Association Maintenance Area to Residents and their guests.

3.5 Common Area and Association Maintenance Area Construction. Following the conveyance of a Common Area lot or parcel to the Association, no person or entity other than the Association or its duly-authorized agents (i) shall construct, reconstruct, refinish, alter, or maintain any Improvement upon the Common Area or the Association Maintenance Area, (ii) shall make or create any excavation or fill upon the Common Area or Association Maintenance Area, (iii) shall change the natural or existing drainage of the Common Area or Association Maintenance Area, or (iv) shall plant, remove, or destroy any seed, plant material, tree, shrub, or other vegetation upon the Common Area or Association Maintenance Area.

3.6 Agreements Affecting Association Maintenance Area. The Board shall have the authority to execute and Record a maintenance agreement designating portions of the Association Maintenance Area as an exclusive use and maintenance area, for the benefit of an appurtenant Lot, for the purpose of promoting an efficient division of the use and maintenance responsibilities between the Owners and the Association.

3.7 Mechanic's Liens. In the event there shall be Recorded against the Common Area a notice of mechanic's lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner or his or her Lot, such Owner shall immediately cause such lien to be discharged by payment, bond, or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, the Owner shall be granted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Association or the other Owners. If the Board of Directors determines that the lien does adversely and improperly affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond, or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the Owner responsible for causing the lien to be discharged in an amount equal to all amounts paid by the Association together with interest thereon at the legal rate and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees.

3.8 Enforcement of Bonded Obligations.

(a) Board Consideration of Enforcement. If any of the Common Area Improvements within the Development have not been completed when the California Real Estate Commissioner issues a final subdivision public report for the Development, and if the Association is the obligee under a bond or other arrangement ("bond") to secure performance of a commitment of Declarant to complete such Common Area Improvements, then the Board shall consider and vote on the question of action by the Association to enforce the obligations under the bond with respect to any Improvements for which a notice of completion has not been filed within sixty (60) days after the completion date specified for that Improvement in the "planned construction statement" appended to the bond. However, if the Association has given an extension in writing for the completion of any Common Area Improvement, the Board shall consider and vote on the action to enforce the

## EXHIBIT 4

obligations under the bond only if a notice of completion has not been filed within thirty (30) days after the expiration of the extension.

(b) Member's Rights to Call Meeting Regarding Enforcement of Bonds. If the Board fails to consider and vote on the action to enforce the obligations under the bond or decides not to initiate action to enforce the obligations under the bond, then on the petition in writing to the Board signed by Members representing not less than five percent (5%) of the Total Voting Power of the Association other than Declarant, the Board shall call a special membership meeting for the purpose of voting to override the decision of the Board not to initiate action or to compel the Board to take action to enforce the obligations under the bond. The meeting shall be called by the Board by fixing a date not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of said petition. Notice of the meeting shall be given to all Owners entitled to vote in the manner provided in the Bylaws for notices of special membership meetings. At the meeting, the vote in person or by proxy of a majority of the Owners entitled to vote (other than Declarant) in favor of taking action to enforce the obligations under the bond shall be deemed to be the decision of the Association and the Board shall then implement the Owners' decision by initiating and pursuing appropriate action in the name of the Association.

### **ARTICLE 4                      USE RESTRICTIONS**

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4.1 Offensive Conduct, Nuisances, Noise. No noxious, harmful or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Lots or Residences. Without limiting any of the foregoing, no Resident shall permit noise, including without limitation the barking of dogs or excessively loud music, to emanate from the Resident's Lot, vehicles, or the vehicles of guests and invitees, which would unreasonably disturb another Resident's enjoyment of his or her Lot or of the Common Area. Nothing in this Section shall be construed to limit the Association's ability to discharge its duties in accordance with the Governing Documents or otherwise manage the Development.

4.2 Residential Use. Except as specifically provided in Sections 4.3, 4.22 and 4.23, below, no Lot, or any portion thereof, shall be occupied or used for other than residential purposes.

4.3 Restriction on Businesses. No business of any kind shall be established, maintained, operated, permitted, or conducted within the Development except:

(a) Professional and Administrative. Those professional and administrative occupations as may be permitted by, and which are conducted in conformance with, all applicable governmental ordinances provided that there is no external evidence thereof, and further provided that the Board may, in its complete discretion, prohibit the conduct of any such activities which the Board determines to be incompatible with the nature and character of the Development or which, in the Board's opinion, may or does otherwise negatively impact the quality of life and property values within the Development.

(b) Development and Sales of Residences. As more particularly provided in Article 15, below, Declarant shall be entitled to use Residences as models, sales or rental offices or construction headquarters for the purpose of constructing Residences and marketing of Residences within the Development or for development projects located outside of the Development.

## EXHIBIT 4

(c) Permitted by Law. Those other businesses which by law must be permitted to be conducted within the Development, including, but not limited to the businesses described in Sections 4.22 and 4.23, below.

4.4 Use of the Common Area and Association Maintenance Area. All use of the Common Area and Association Maintenance Area is subject to the Governing Documents. No alterations or additions to the Common Area or Association Maintenance Area shall be made except as authorized by the Board pursuant to the Governing Documents. Nothing shall be placed, kept, stored, or parked on the Common Area or Association Maintenance Area without the prior written consent of the Board, except by the Association. Without limiting the foregoing, no Owner shall place rubbish, debris, or other unsightly or unsanitary materials on the Common Area or Association Maintenance Area. Each Owner shall avoid causing damage to the Common Area and the Association Maintenance Area.

4.5 Requirement of Architectural Approval. As addressed in greater detail in Article 8, construction, installation, modification, or alteration of buildings, outdoor structures, fences, awnings, outdoor lighting and all other exterior Improvements are subject to approval of the Architectural Review Committee.

4.6 Sports Apparatus. Unless otherwise permitted by Rules adopted by the Board, no sports apparatus, whether portable or fixed, including without limitation basketball standards or skateboard ramps shall be permitted within the Development. As used in this Section, the term "sports apparatus" does not include bicycles, roller skates, roller blades or any other similar unpowered wheeled equipment, provided that the Board of Directors shall have the discretion to adopt Rules governing the use of such unpowered wheeled equipment.

4.7 Window Coverings. Drapes, window shades, or shutters shall be installed in the windows of all Residences and garages and shall comply with any Rules adopted by the Board of Directors. In no event shall windows be painted, nor shall aluminum foil, newspaper, bed sheets, cardboard or similar materials be placed in windows. All window coverings shall be maintained in good repair and condition at all times.

4.8 Signs. To the extent permitted by law, the Board may adopt limitations on signs including, without limitation, restrictions on the size of the signs, the duration of their posting, and their location.

4.9 Antennas. Outside television antennas, aerials, satellite dishes and similar device for the transmission or reception of television, radio, satellite, or other signals are permitted within the Development as provided in this Section. Antennas or satellite dishes with a diameter or diagonal measurement not greater than one (1) meter which are designed to receive direct broadcast satellite services, video programming services via multi-point distribution services, or television broadcast signals (collectively "Permitted Dishes") may be erected, placed or installed on a Lot. The Board shall have the power to adopt rules governing such devices subject to the limitation of this Section.

4.10 Trash Disposal. Trash, garbage, accumulated waste plant material and all other waste and refuse shall be deposited only in covered sanitary containers or recycling containers in accordance with the following provisions:

(a) Screened Containers. No trash, garbage, rubbish, or other waste material shall be allowed to accumulate on any Lot unless stored in an appropriate sanitary, covered disposal container that is located within a gated bear-proof enclosed area adjacent to the Owner's Residence and screened from the view from the Common Area, the streets or any other Residences.

## EXHIBIT 4

(b) Trash Pickup. The containers may be placed for pickup at a reasonable time prior to trash collection and shall be promptly stored as specified in subsection 4.10(a) after collection. All containers shall be placed away from parked vehicles and other obstructions. The Board shall adopt Rules regulating the placement of containers for trash collection, including specific limitations on the period of time during which containers may be placed for collection.

(c) Trash Storage. No Owner or Resident shall permit or cause any garbage, trash or other waste or refuse to be kept upon any portion of any Lot outside of the Residence or elsewhere in the Development, except in sanitary, covered disposal containers.

### 4.11 Vehicles and Parking.

(a) Board Powers. The Board shall have the power to adopt, modify and repeal Rules regulating vehicles and parking within the Development, including rules for the towing of unauthorized vehicles.

(b) Lot A Trailhead Parking. Except for Residents who participate in ride-share programs, Residents shall not park vehicles within the lot A trailhead parking spaces.

(c) Parking Fines. The power and authority to fix and impose fines for violations of this Section in accordance with California Civil Code Section 1363.

4.12 Garages. No garage shall be remodeled or used as a workshop, storage space, hobby facility or for any other use or facility which would interfere with the ability of the Owner of the Lot to accommodate the number of vehicles the garage was originally designed to contain. In no event shall any garage be converted to or used as a living area.

4.13 Compliance with Laws. Nothing shall be done or kept anywhere within the Development which violates any local, state or Federal law, ordinance, statute, rule or regulation.

### 4.14 Animals.

(a) Household Pets. Except as provided in subsection 4.14(d), below, no animals, reptiles, rodents, birds, fish, livestock, or poultry shall be raised, bred or kept on any Lot or other portion of the Development except that a reasonable number, as determined by the Board, of domesticated birds, cats, dogs or aquatic animals kept within an aquarium, may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and they are maintained under reasonable control at all times, all in conformance with any County ordinances. Each dog must be restrained on a leash held by a responsible person capable of controlling it whenever it is outside of its owner's Lot.

(b) Owner's Responsibility for Pets. The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such pet. The Board shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to pets, including without limitation fines for failure to remove and dispose of pet waste as required by this subsection. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Development by such person or by members of his or her household, tenants, guests, or invitees. Each Owner and Resident shall indemnify the Association and its officers, Directors, and agents against any and all claims, damages, losses, demands,

## EXHIBIT 4

liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner or Resident, members of his or her household, guests, tenants, or invitees. Dog barking audible from within an adjacent Lot's Residence for more than ten (10) minutes within an hour shall constitute a nuisance pursuant to this Declaration.

(c) Pet Rules. The Board may adopt and enforce pet Rules in addition to the provisions of this Section. Such Rules may include, without limitation, regulations regarding the presence of pets on the Common Area and Association Maintenance Area and requirements that pets be registered with the Association. The Association shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance or danger to any other person.

(d) Equestrian Facilities. Equestrian facilities, horses and horseback riding are permitted on Lots 1 through 6, inclusive, subject to Mono County General Plan Table 04.030 Animal Standards. Equestrian facilities, horses and horseback riding are prohibited in the remainder of the Development.

4.15 Rental of Lots. An Owner shall have the right to rent his or her Lot subject to the provisions of the Governing Documents, including without limitation the following specific requirements:

(a) Owner Responsibility. Each Owner renting a Lot shall be strictly responsible and liable to the Association for the actions of such Owner's tenant in or about all Lots and Common Area and for each tenant's compliance with the provisions of all Governing Documents. An Owner renting a Lot shall provide the tenant with copies of the Governing Documents and all subsequent amendments. Owners renting a Lot shall provide the Board with a forwarding address so that the Owner may be contacted.

(b) Indemnification of Association. Every Owner of a Lot that is occupied by persons other than the Owner pursuant to a rental agreement or otherwise, agrees to and shall indemnify and defend the Association, its officers, Directors, managers, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the Lot upon the Development, including any such cost, loss, claim or damages arising or alleged to have arisen out of the enforcement or nonenforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

(c) Requirements of Written Rental Agreement. Any rental of any Lot shall be only by written rental agreement which shall expressly provide (i) that it is subject to all of the provisions of the Governing Documents, (ii) that the tenants of such Lot shall comply with all provisions of the Governing Documents, and (iii) that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of such rental agreement. The rental agreement shall not attempt to, nor shall any such agreement be effective to, transfer membership in the Association to the lessee. Any lease or rental agreement entered into between an Owner and a lessee or renter shall be for a minimum term of thirty (30) days.

(d) Requirement of Inclusive Rental Agreement. No Owner may rent or hire any garage, accessory building, or similar improvement to anyone who does not have the right of possession of the entirety of the Residence on the Lot.

## EXHIBIT 4

4.16 Clotheslines and Sideyard Storage. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained upon any Lot, except below the fence-line. No personal property shall be stored along the side yard area immediately adjacent to a Residence's garage, except below the fence-line and not visible from the Common Area, the streets or any other Residences.

4.17 Equipment. No power equipment, hobby shop, or carpenter shop shall be maintained on the Development, except within the confines of a garage or upon the prior approval of the Board.

4.18 Exploration for Minerals. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Development or any portion thereof, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any portion of the Development.

4.19 Burning. There shall be no exterior fires whatsoever on Lots or in the Development, except barbecue fires and outdoor fireplaces located only upon Lots and contained with receptacles and/or enclosures designed for such purpose. No Owner or Resident shall permit any condition to exist on his or her Lot, including, without limitation, trash piles, or weeds, which create a fire hazard or is in violation of local fire regulations.

4.20 Activities Affecting Insurance. Nothing shall be done or kept within the Development which will increase the rate of insurance maintained by the Association without the prior written consent of the Association. No Owner shall permit anything to be done or kept within the Development which would result in cancellation of any insurance policy maintained by the Association or any other Owner.

4.21 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any judicial partition thereof. Notwithstanding the preceding, if any Lot is owned by two (2) or more co-tenants as tenants in common or as joint tenants, this Section shall not be deemed to prevent a judicial partition by sale as between such co-tenants.

4.22 Family Day Care Centers. No family day care center shall be permitted within the Development except as specifically mandated by California Health and Safety Code Section 1597.40 and other applicable statutes. The owner/operator of any permitted day care facility shall provide the Association with prior written notice as to the facility's operation, and shall comply with all local and state laws regarding the licensing and operation of a day care center and, in addition, shall:

(a) Association Additional Insured. Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the day care center, in accordance with Health & Safety Code Section 1597.531. This subsection 4.22(a) is intended to be and shall be conclusively deemed to be the written notice to the operator and owner from the Association as specified in Health & Safety Code Section 1597.231;

(b) Indemnify. Defend, indemnify and hold the Association harmless from any claim, demand, loss, liability action or cause of action arising out of the existence and operation of the day care center;

(c) Association Rules. Abide by and comply with the Association's Rules;

(d) Responsibility. Supervise and be completely responsible at all times all persons for whom day care services are provided while such persons are within the Development; and

## EXHIBIT 4

(e) Proof of Insurance. Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the center to these provisions, or other reasonable requests.

4.23 Community Care Facilities. Except for residential facilities defined as community care facilities under Health & Safety Code Section 1502, no health care facilities operating as a business or charity shall be permitted in the Development. The owner/operator of any permitted community care facility shall provide the Association with prior written notice as to the facility's operation, and shall comply with all local and state laws regarding the licensing and operation of a community care facility and, in addition, shall:

(a) Association Additional Insured. Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the community care facility;

(b) Indemnify. Defend, indemnify and hold the Association harmless from any claim, demand, loss, liability action or cause of action arising out of the existence and operation of the community care facility;

(c) Association Rules. Abide by and comply with the Association's Rules;

(d) Responsibility. Supervise and be completely responsible at all times all persons for whom community care services are provided while such persons are within the Development; and

(e) Proof of Insurance. Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the community care facility to these provisions, or other reasonable requests.

4.24 Variances. The Board shall be authorized to grant reasonable variances from the provisions of Article 4 of this Declaration upon written application from any Owner provided that the Board determines, in its sole discretion, that the specific application of the restriction to such Owner will (i) cause substantial undue hardship to the Owner, or (ii) fail to further or accomplish the common plan for the Development as contemplated by this Declaration. The Board shall have the power to limit any variance granted in scope or duration or otherwise impose such specific requirements as the Board may, in its complete discretion, see fit to require. The Board shall follow the following procedures in acting on any request for a variance:

(a) Initial Board Determination. The Board, in its sole discretion, shall make an initial determination whether or not the variance on its face meets the requirements set forth in this Section. If the Board determines that it does not, the variance request shall be denied and the Board shall so notify the applicant within thirty (30) days of the Board's decision. If the Board determines that the variance does, the procedures set forth in the remainder of this Section shall be followed.

(b) Board Hearing. The Board shall conduct a hearing on the variance within forty-five (45) days of the receipt of the written request for a variance. Notice shall be given to all Members not less than fifteen (15) days prior to the date of the hearing. Members may submit comments in writing prior to the hearing and/or appear at the hearing. The Board shall establish a reasonable time limit for Member comments during the hearing. No decision regarding the request for variance shall be made until the conclusion of the hearing.

(c) Board Decision. After the conclusion of the hearing, the Board shall, in its sole discretion, either grant or deny the request for variance in accordance with the standards set forth

in this Section. As more fully discussed above, if the Board grants the variance request, the Board may impose such conditions as the Board deems appropriate and shall so notify the applicant within thirty (30) days of the Board's decision.

**ARTICLE 5 IMPROVEMENTS TO LOTS/RESIDENCES; DISCLOSURES**

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5.1 Approval by Architectural Review Committee. Except for Improvements constructed or installed by Declarant, no building, fence, wall, pool or spa equipment, or other structure or Improvement shall be erected, altered or placed on any Lot until building plans, specifications and a plot plan showing the location of structures on the Lots have been submitted to the Architectural Review Committee for review and approval as described in Article 8, below.

5.2 Solar Systems. Subject to limitations imposed by California law, the Board of Directors shall be entitled to adopt, as part of the Architectural Guidelines, reasonable regulations regarding the installation of solar systems. These rules may include limitations on placement and design of such systems to the extent necessary to avoid an unsightly appearance from neighboring Lots or Common Area.

5.3 Drainage. No Owner shall do any work, construct any Improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or any adjacent Lots or parcels or Common Area as established in connection with the approval of the final subdivision and parcel maps applicable to the Development, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Review Committee, and all other public authorities having jurisdiction.

5.4 Mechanical Devices. No poles, wires, machines, equipment, air conditioning units or similar objects shall be allowed on the exterior or roofs of any Residence, or any part thereof, except such as are installed as part of the initial construction of the Development by the Declarant, or replacements to the initial construction, or such as are approved in writing by the Architectural Review Committee.

5.5 Exterior Lighting and Fixtures. All lights installed on the exterior of a Residence or on a Lot shall be adequately and properly shielded from other Residences and the Common Area, such that direct rays from the light source are directed downward. The Board of Directors may establish Architectural Guidelines regarding the placement of holiday lighting and decorations, including, but not limited to, the duration of display prior to and following the celebrated holiday.

5.6 Accessory Structures. No accessory structures shall be constructed, placed or maintained upon any Lot prior to the completion of the construction of the Residence thereon, except by the prior written approval or permission of the Architectural Review Committee; provided, however, that this restriction shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of structures upon any Lot.

5.7 Individual Propane Tanks. The location of propane tanks ("Tanks") and related pipes, pipelines and equipment on a Lot shall be approved by the Architectural Review Committee prior to installation, in accordance with all applicable County codes, ordinances and regulations. The Tanks shall be enclosed within a separate six foot (6') fenced area, that will screen the Tank from view of adjoining Lots with rear or side yards at the same elevation as the Lot on which the Tank is situated. All fences enclosing or screening Tanks must be approved by the Architectural Review Committee prior to installation. Alternatively, Owners of Lots are encouraged, but not required, to bury all Tanks and related pipes, pipelines and equipment.

## EXHIBIT 4

5.8 Uniform Fences. The Architectural Review Committee may establish uniform standards and a uniform style for all individual Lot fences within the Development, including, but not limited to, the maximum and minimum height and the materials to be utilized in connection with the construction thereof. The Architectural Review Committee must approve, in writing, the location of all fences within the Development and supervise the construction thereof to insure that the same will be in strict compliance with the uniform standards.

5.9 Provisions Required by Conditions of Approval. State and local development standards and policies, including the Mono county General Plan and the relevant Conditions of Approval, shall apply with respect to all aspects of construction and use of the Lots and Residences, including, without limitation, the following:

(a) Wood-Burning Devices. All wood-burning devices installed in the Development shall be Phase II EPA-certified in conformance with Mono County General Plan (Conservation/Open Space Element, Public Health & Safety Policies, Objective A, Action 6.1).

(b) Fire Safe Regulations. Subdivision Improvements and future residential development shall comply with Fire Safe Regulations (Mono County General Plan, Land Use Element, Section VI, Land Development Regulations, Chapter 22), including emergency access, emergency water supplies, signing and building numbering, and vegetation modification.

(c) Authorized Construction Activity Hours. Construction activities are limited to daylight hours (or per Mono County Code 13.08.290, whichever is more restrictive) in accordance with Mono County Code Chapter 10.16 (Noise Regulation) in order to minimize impacts to nocturnal resident wildlife species.

(d) Noise Levels. Noise levels during construction shall be kept to a minimum by equipping all on-site equipment with noise-attenuation devices and by compliance with all requirements of Mono County Code Chapter 10.16 (Noise Regulation).

(e) Limits on Construction Timing. To minimize disturbance to migrating and wintering deer, a wildlife biologist acceptable to the County shall approve any heavy construction work (including parcel grading operations, structural foundation work, framing work and similar heavy construction activities) that is conducted during the period from October 1 to May 15. The cost of monitoring shall be borne by the applicant for earthwork permits.

(f) Exterior/Outdoor Lighting. Exterior/outdoor lighting on individual Lots shall be designed and maintained to minimize the effects of lighting on the surrounding environment in compliance with Chapter 23 of the Mono County General Plan, Land Use Element. Exterior lighting shall be limited to that necessary for health and safety purposes.

(g) Domestic Animals. Domestic animals shall be restrained at all times, either through the use of leashes or private fenced areas. No animals shall be allowed to be free roaming. Owners who wish to permit their dogs unleashed access to their yard shall construct, maintain and use a dog enclosure capable of preventing the dog from straying onto public land or other adjacent properties. Such enclosure shall be within the confines of the fenced area allowed pursuant to the Rock Creek Canyon Specific Plan, and shall be constructed in accordance with the Specific Plan. Unleashed dogs shall not be permitted in areas outside of the dog enclosure.

(h) Engineering Study for Association Facility Maintenance. Activities within the Development shall comply with relevant provisions of the engineering study prepared by Declarant

## EXHIBIT 4

that identifies the Association's facility maintenance responsibilities, including maintenance of the sewer system, roadways and trails, snow removal, drainage facilities/retention basins, brush clearing, encroachments onto Lower Rock Creek Road, and parking facilities on lot A. A budget summary taken from the engineering study is attached as Exhibit "A".

(i) Retention of Big Sagebrush Scrub. Disturbance to CNPS List 4 *Muilla coronata* is limited to a maximum of fifty percent (50%) of the area occupied by this species within the project area as mapped in 2008. Retention shall be achieved through adherence to the disturbance areas defined on the Tentative Map, which will enforce total avoidance of one half the area occupied by the population, based upon results of the survey and mapping conducted by the project botanist. The fenced *muilla coronata* revegetation area is shown in attached Exhibit "B".

(j) Avoidance of Stream Encroachment. During initial construction and subsequent maintenance and occupancy over the life of the Development, there shall be no encroachment of ground-disturbing equipment or activities beyond the top of the creek bank nor shall any spillback be permitted beyond the top of the creek bank. Utilities to serve all Lots shall be constructed in locations that do not require an at-grade stream crossing to extend service. If a stream crossing is required in order to extend service to any lot, these new extensions shall be attached to a bridge that complies fully with the requirements above, or shall be extended with the use of trenchless construction technology that meets local code standards and also complies fully with the requirements of above. Under all conditions and for all activities, disturbance of riparian vegetation shall be avoided to the maximum feasible extent. Tree canopies may be trimmed but under no circumstances will bank-stabilizing vegetation be removed. If alternative building envelope is chosen as the building site to avoid impacts associated with the provision of access and utilities to the alternative building envelope of Lot 11 (which is separated from the access road by Rock Creek), any constructed access (bridge) abutments and footings shall be designed so that they are emplaced entirely outside the bank tops on either side of Rock Creek; utilities shall be contained entirely within the constructed access.

(k) Exotic Tree Control Program. The Association shall maintain an exotic tree control program, which shall contain the following: (i) removal of existing black locust and Siberian elm trees with a trunk diameter under four inches (4"); and (ii) removal of black locust sprouts throughout the Development.

(l) Vinca Control Program. A vinca control program shall be maintained and funded through the Association. The program shall include ongoing maintenance of the existing Vinca major plants within fixed boundary horticultural beds, and ongoing removal of all Vinca major plants located outside of the existing defined horticultural beds. The boundaries of the horticultural beds are shown in attached Exhibit "C".

(m) Landscaping Controls. Landscaping shall consist of plant materials that are native to the Mono County region and have value to native wildlife, and nonnative species that are compatible with native plant materials, have low propagation characteristics and are not invasive.

(n) Vegetation Clearance. The Association shall ensure that tree branches and vegetation on each side of the Development access points are trimmed or removed to optimize line-of-sight visibility for traffic approaching the roadway curves. Trimming and clearance activities shall be suspended during the bird nesting season each year (March 15 to September 15).

(o) Retention of Natural Vegetation. Natural vegetation shall be retained except where it must be removed for project development. Outside of the designated disturbance areas, plant

## EXHIBIT 4

materials that are disturbed during infrastructure and home construction shall be revegetated with native and native compatible species in order to establish deer habitat as soon as possible following construction. Revegetation of disturbed areas shall require use of native and native compatible seeds or native and native compatible plants grown from seeds or seedlings obtained from local native and native compatible stock. Revegetated areas shall be monitored for five (5) years to ensure success of the plantings, with replanting as necessary. Lot Owners shall refrain from clearing native vegetation outside of designated disturbance areas, except as necessary for construction or fire safety.

(p) Habitat Protection Handouts. The Association shall provide Owners with informational handouts about habitat protection.

(q) Open Space Restriction. The use of recreational OHV (off-highway vehicle use) in open space areas is prohibited.

(r) Non-Permitted Discharges. No Owner shall discharge any material other than domestic wastewater to the septic system. Any other type of discharge shall first be reviewed with the Board of Directors and with the firm providing contractual maintenance, operation and monitoring services. If the discharge is judged meritorious, the Association shall be responsible for preparing and filing with the LRWQCB a Report of Waste Discharge prior to undertaking the discharge of non-wastewater materials.

(s) Maintenance of Storm Drainage Facilities. The Association shall operate and maintain the storm drainage facilities in a manner that will assure continued function as per original design standards. Maintenance elements shall include, but are not limited to, the removal of foreign materials from storm drainage pipes and ditches, maintenance as necessary to outlet facilities, desiltation of retention basins, and repairs as necessary to damaged facilities.

(t) Residential BMPs. Best management practices ("BMPs") for residential land uses shall be implemented by Owners including, but limited to, the following: (i) all spent fluids used in cleaning and repair activities shall be collected in containers and disposed at a household hazardous waste collection site (Paradise Transfer Station accepts these wastes); (ii) all household hazardous materials shall be stored in their containers under cover and used in accordance with label instructions; (iii) no use of herbicides, insecticides, rodenticides or fungicides within thirty feet (30') of Lower Rock Creek and all such products shall be stored under cover and disposed at a hazardous collection site; (iv) no sweeping of clippings, leaves or trash into Lower Rock Creek or the open drainage swale, but such materials shall instead be collected and recycled or disposed at the transfer station; and (v) there shall be no discharge of washwater to land within thirty feet (30') of Lower Rock Creek or to the open swale or to any paved surface, but such washwater instead shall be directed to vegetated areas or gravel beds or detention/percolation ponds.

(u) Construction on Lots. In addition to other requirements of this Declaration and relevant provisions of the Conditions of Approval, construction on a Lot shall comply (a) with Mono County Flood Plain Regulations (Mono County General Plan, Land Use Element, Section VI Land Development Regulations, Chapter 21), (b) with the recommendations contained in the Base Flood Elevation Study prepared for the Rock Creek Canyon project (see condition 20 of the Conditions of Approval), and with the following Conditions of Approval relevant to the proposed construction as determined by the County: conditions 51, 53, 54, 56, 57, and 61.

(v) Deer. A wildlife biologist acceptable to the County shall approve the means of conducting heavy construction work (including parcel gradin operations, structural foundation work,

framing work and similar construction activities) that is conducted during the period October 1 through May 15.

(w) Bird Protection. A qualified biologist acceptable to the County shall assess potential bird habitat for construction proposed to take place during the period March 15 through September 15. If an active bird nest is located, construction within 300 feet of the nest (within 500 feet of raptor nests) shall be postponed until the young have fledged or the nest becomes inactive. If threatened or endangered species are observed within the foregoing areas, no construction work shall occur during the foregoing period.

(x) Landscaping Related to Traffic. The Association shall ensure that tree branches and vegetation on each side of the project access points are trimmed or removed to optimize line-of-sight visibility for traffic approaching public roadway curves adjacent to the project. Such activities shall be suspended during the period March 15 through September 15.

(y) Discharges. No material other than domestic dishwater shall be discharged to the septic tank system. Other types of discharges proposed by Owners shall be reviewed by the Board and with any firm providing septic services. If the Board is disposed to permit the discharge, it shall prepare and file with the regional state water board a Report of Waste Discharge prior to permitting the discharge.

5.10 Project Rules. The Board shall adopt Rules consistent with this Declaration and relevant Conditions of Approval that (a) summarize the applicable leash laws, (b) provide informational handouts about the importance of habitat protection, and (c) prohibit the use of off-highway recreational vehicles in open space areas of the Development.

5.11 Best Management Practices. The Board shall adopt Rules that contain a list of Best Management Practices (BMP) that govern uses by Owners of their properties. The BMP's shall contain the following requirements and restrictions among others adopted by the Board: (a) that spent fluids used in cleaning and repair activities be collected in containers; (b) that household hazardous materials be stored in containers under cover and used in accordance with label instructions; (c) that herbicides, insecticides, rodenticides and fungicides shall not be applied within 30-feet of Lower Rock Creek; (d) that any and all of the foregoing be stored under cover and disposed of at a hazardous waste collection site; (e) that the sweeping of clippings, leaves or trash into Lower Rock Creek and the open drainage swale is prohibited and such material shall be disposed of at the Transfer Station; (f) that discharge of washwater to land within 30-feet of Lower Rock Creek or to the open swale or to any paved surface is prohibited, and shall be directed to vegetated areas, gravel beds or detention/percolation ponds.

**ARTICLE 6                      ASSESSMENTS AND LIENS**

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6.1 Covenant of Owner.

(a) Owner's Assessment Obligation. Each Owner of a Lot within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (i) Regular Assessments, (ii) Special Assessments, (iii) Reimbursement Assessments, and (iv) Enforcement Assessments levied by the Association as hereinafter provided, together with all Additional Charges. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens as hereinafter provided.

(b) Owner's Personal Obligation. Each Assessment levied by the Association under this Article, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns. Such obligation to pay Assessments and Additional Charges and the right and power of the Association to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of Record of any Lot shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time he or she is Record Owner of such Lot. After an Owner transfers of Record any Lot he or she owns, he or she shall not be liable for any Assessments levied thereafter with respect to such Lot. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. The seller of any Lot under an installment land contract shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Lot is Recorded.

6.2 Creation of Lien. Each Assessment levied by the Association pursuant to this Declaration, together with all Additional Charges, shall be a charge upon the land and shall be secured by a lien upon the property against which such Assessment is levied, notwithstanding the transfer of Record title to such Lot, and any such transfer shall be subject to the Association's lien, provided that, prior to such transfer, a Notice of Delinquent Assessment has been Recorded as provided in this Declaration and by law. The priority of all such liens on each Lot shall be in inverse order so that upon the foreclosure of the lien for any particular charge on any Lot, any sale of such Lot pursuant to foreclosure of the lien will be made subject to all liens securing the respective monthly Assessments and Additional Charges on such Lot for succeeding months.

6.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively for (i) managing and operating the Development, (ii) conducting the business and affairs of the Association, (iii) maintaining and promoting the property values of the Owners and Residents of the Development, (iv) improving and maintaining the Common Area and, to the extent provided for in the Governing Documents or by law, the Lots situated within the Development, (v) enforcing the Governing Documents, and/or (vi) otherwise benefitting the Owners.

6.4 Authority of the Board. The Board shall have the power and the duty to levy Regular Assessments and Special Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law.

6.5 Regular Assessment.

(a) Calculation of Estimated Requirement. Not less than thirty (30) days nor more than ninety (90) days prior to the beginning of each fiscal year, or as otherwise provided by law, the Board shall complete and distribute to all Owners an estimate of the net funds required by the Association for such fiscal year (including a reasonable amount allocated to contingencies and to a reserve fund for restoration, repair, and/or replacement of those components for which the Association is responsible and which must be repaired or replaced on a periodic basis) to manage, administer, operate, and maintain the Development; to conduct the affairs of the Association; and to perform all of the Association's duties in accordance with this Declaration. The funds required by the Association pursuant to this subsection shall be assessed among the Owners of Lots as "Regular Assessments" as further provided in this Section 6.5.

(b) Allocation of Regular Assessment. Regular Assessments shall be allocated and assessed equally among the Lots within the Development by dividing the amount by the number of Lots, so that each Lot bears an equal share of the Regular Assessment.

(c) Payment of Regular Assessments. Unless the Board shall designate otherwise, Regular Assessments shall be levied on an annual basis and shall be paid in twelve (12) equal monthly installments during the fiscal year, and each installment shall be due and payable on the first day of each month.

(d) Increases in Regular Assessment. Pursuant to California Civil Code Section 1366(b), except as otherwise provided by law, the Board shall not increase the Regular Assessment for any fiscal year above the amount of the Regular Assessment for the preceding fiscal year by more than the maximum amount permitted by law, except upon the affirmative vote or written consent of a majority of Owners voting on any such increase in the Regular Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Owners of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws. Any meeting or election of the Association for purposes of complying with California Civil Code Section 1366 shall be conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3, Division 2 of Title 1 of the Corporations Code and Section 7613 of the Corporations Code.

(e) Commencement of Regular Assessment. Regular Assessments shall commence as to each Lot within the Development on the first day of the first month following the month in which the first conveyance occurs for the sale of a Lot to a person other than Declarant. Each Lot within the Development shall thereafter be subject to its share of the then established annual Regular Assessment. The first annual Regular Assessment shall be pro rated, if necessary, according to the number of months remaining in the fiscal year established in the Association's Bylaws.

(f) Partial Assessment Exemption for Vacant Residential Lots. Any Lot within the Development without a Residence shall be exempt from the payment of that portion of any Assessment which is for the purpose of defraying expenses and reserves directly attributable to the Association's maintenance of wastewater treatment system and common leach field pursuant to subsection 7.1(b), below. The exemption from the payment of Assessments attributed to the Association's maintenance of the wastewater treatment system and common leach field shall be in effect only until the earliest of the following events: a notice of completion of the construction of the Lot's Residence has been Recorded; occupation or use of the Lot's Residence; or completion of all elements of the Lot which the Association is obligated to maintain.

(g) Partial Assessment Exemption for Uncompleted Common Area. In addition to the foregoing Regular Assessment exemption attributable to uncompleted Residences, all Owners, including Declarant, shall be exempt from the payment of that portion of any Regular Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of any Common Area Improvement that is not completed at the time Assessments commence. The Assessment exemption provided by this subsection shall be in effect only until the earliest of the following events: (A) a notice of completion of the Common Area has been Recorded; or (B) the Common Area has been placed in use.

### 6.6 Special Assessments.

(a) Purpose of Special Assessments. If at any time during any fiscal year the Regular Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement, or reconstruction of Improvements located in the Development, or if funds are otherwise required for any authorized activity of the Association, the Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost.

(b) Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Lots within the Development in the same manner as Regular Assessments.

(c) Approval of Special Assessments. Except in the case of an emergency situation as defined in California Civil Code Section 1366, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, except upon the affirmative vote or written consent of a majority of the Members voting on any such Special Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members of the Association, notwithstanding any lower quorum requirement which may be set forth in the Bylaws. Any meeting or election of the Association for purposes of complying with California Civil Code Section 1366 shall be conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3, Division 2 of Title 1 of the Corporations Code and Section 7613 of the Corporations Code.

6.7 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against any Owner and his or her Lot (i) if a failure by such Owner, or any person or pet for whom the Owner is responsible, to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Association to deal with such lack of compliance or to bring such Owner or his Lot into compliance, or (ii) in the event that the Association has expended funds performing repairs as authorized by Section 7.4 of this Declaration or for any other reasons specifically authorized by the provisions of this Declaration. A Reimbursement Assessment shall include any costs, including attorneys' fees, incurred by the Association, including costs of collecting from an Owner any amount which the Owner is obligated to pay to the Association. A Reimbursement Assessment shall be due and payable to the Association when levied.

6.8 Enforcement Assessments. The Board may levy an Enforcement Assessment (and any fine imposed by the Board in accordance with the provisions of the Governing Documents shall be deemed to be such an Enforcement Assessment), for violation of any of the provisions of the Governing Documents. Any Enforcement Assessment shall be due and payable to the Association when levied.

6.9 Failure to Fix Assessments. The failure or omission by the Board to fix or levy any Regular Assessment provided for by the terms of this Declaration before the expiration of any fiscal year, for that fiscal year or the next fiscal year, shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Regular Assessment fixed for the preceding fiscal year shall be the amount of the Regular Assessment for the ensuing fiscal year until a new Regular Assessment is levied.

6.10 Offsets. Except as permitted by subsections 6.5(f) and (g), above, all Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Association has failed to properly exercise its duties of maintenance or enforcement.

6.11 Delinquent Assessments. Any installment or other portion of an Assessment not paid within fifteen (15) days after its due date shall be delinquent and shall be subject to late charges not to exceed the maximum rate permitted by law. In addition, interest on all sums imposed in accordance with this Article, including the delinquent Assessments, reasonable fees and costs of collection, and reasonable attorneys' fees, at an annual interest rate not to exceed twelve percent (12%), shall commence thirty (30) days after the

## EXHIBIT 4

Assessment becomes due. The Association may Record a lien against an Owner's Lot for delinquent Assessments and all Additional Charges as provided in Section 6.12, below, and in accordance with the Davis-Stirling Common Interest Development Act, California Civil Code Section 1350 et seq.

### 6.12 Assessment Liens.

(a) Notice of Collection and Lien Enforcement Procedure. At least thirty (30) days prior to Recording a lien upon an Owner's Lot to collect an Assessment debt that is past due under this Article 6, the Association shall notify the Owner in writing by certified mail of the following:

(i) A general description of the Association's collection and lien enforcement procedures and the method of calculation of the amount, a statement that the Owner has the right to inspect the Association records, pursuant to California Corporations Code Section 8333, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed:

**"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."**

(ii) An itemized statement of the Assessments and Additional Charges owed by the Owner, including items on the statement which indicate the amount of any delinquent Assessments, the fees and reasonable costs of collection, reasonable attorneys' fees, any late charges, and interest, if any.

(iii) A statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the Assessment was paid on time to the Association.

(iv) The right to request a meeting with the Board by submitting a written request to meet with the Board to discuss a payment plan for the Assessment and Additional Charges debt noticed pursuant to subsection 6.12(a)(ii).

(v) The right of the Owner to dispute the Assessment and Additional Charges debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "meet and confer" program.

(vi) The right of the Owner to request alternative dispute resolution with a neutral third party before the Association may initiate foreclosure against the Owner's Lot, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

(vii) A statement that an Owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the Association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

(b) Payments Made by Owner. Any payments made by the Owner toward the debt set forth shall first be applied to the Assessments owed, and, only after the Assessments owed are paid in full shall the payments be applied to the Additional Charges. When an Owner makes a payment,

## EXHIBIT 4

the Owner may request a receipt and the Association shall provide it. The receipt shall indicate the date of payment and the person who received it. The Association shall provide a mailing address for overnight payment of Assessments.

(c) Owner's Authority to Bring Small Claims Action. If a dispute exists between the Owner of a Lot and the Association regarding any disputed charge or sum levied by the Association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and the amount in dispute does not exceed the jurisdictional limits stated in California Code of Civil Procedure Sections 116.220 and 116.221, the Owner of the Lot may, in addition to pursuing dispute resolution pursuant to California Civil Code Section 1363.810 et seq., pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorneys' fees, late charges, and interest, if any, pursuant to California Civil Code Section 1366(e), and commence an action in small claims court pursuant to California Code of Civil Procedure Section 116.110 et seq. Nothing in this subsection shall impede the Association's ability to collect delinquent assessments as provided in California Civil Code Sections 1367.1 and 1367.4.

(d) Meet and Confer Program. Prior to Recording a lien for delinquent Assessments, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to the Association's "meet and confer" program or alternative dispute resolution with a neutral third party. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

(e) Decision to Record a Lien. The decision to Record a lien for delinquent Assessments, which is otherwise permitted by this Section 6.12, shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board members in an open meeting. The Board shall record the vote in the minutes of that meeting.

(f) Payment Plan. An Owner may submit a written request to meet with the Board to discuss a payment plan for the debt noticed. The Association shall provide the Owners the standards for payment plans, if any exist. The Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the request, if the request is mailed within fifteen (15) days of the date of the postmark of the notice, unless there is no regularly scheduled Board Meeting within that period, in which case the Board may designate a committee of one or more members to meet with the Owner. Payment plans may incorporate any Assessments that accrue during the payment plan period. Payment plans shall not impede an Association's ability to Record a lien on the Owner's Lot to secure payment of delinquent Assessments. Additional late fees shall not accrue during the payment plan period if the Owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect the delinquent Assessments from the time prior to entering into the payment plan.

(g) Recordation of the Notice of Delinquent Assessment. The amount of the Assessment, plus any Additional Charges shall be a lien on the Owner's Lot from and after the time the Association causes to be Recorded, a Notice of Delinquent Assessment, which shall state the amount of the Assessment and Additional Charges imposed, a legal description of the Lot against which the Assessment and Additional Charges are levied, and the name of the Record Owner of the Lot against which the lien is imposed. The itemized statement of the charges owed by the Owner shall be Recorded together with the Notice of Delinquent Assessment.

## EXHIBIT 4

(i) The Notice of Delinquent Assessment shall state the name and address of the trustee authorized by the Association to enforce the lien by sale.

(ii) The Notice of Delinquent Assessment shall be signed by the President of the Association.

(iii) A copy of the Recorded Notice of Delinquent Assessment shall be mailed by certified mail to every person whose name is shown as an Owner of the Lot in the Association's records, and the notice shall be mailed no later than ten (10) calendar days after Recordation.

(iv) Within twenty-one (21) days of the payment of the sums specified in the Notice of Delinquent Assessment, the Association shall Record or cause to be Recorded a lien release or notice of rescission and provide the Owner of the Lot a copy of the lien release or notice that the delinquent Assessment has been satisfied.

(h) Assessment Liens for Repair of Common Areas. Unless otherwise permitted by law, a Reimbursement Assessment imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Areas and facilities for which the Member or the Member's guests or tenants were responsible may not be characterized nor treated as an Assessment that may become a lien against the Member's Lot enforceable by the sale of the interest pursuant to Section 6.13, below.

(i) Enforcement Assessments and Penalties. An Enforcement Assessment or monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the Governing Documents, except for late payments of Assessments, may not be characterized nor treated as an Assessment that may become a lien against the Member's Lot enforceable by the sale of the interest pursuant to Section 6.13, below.

(j) Assignment of the Association's Lien Right. The Association may not voluntarily assign or pledge the Association's right to collect payments or Assessments, or to enforce or foreclose a lien to a third party, except when the assignment or pledge is made to a financial institution or lender chartered or licensed under Federal or State law, when acting within the scope of that charter or license, as security for a loan obtained by the Association; however, the foregoing provision may not restrict the right or ability of the Association to assign any unpaid obligations of a former Member to a third party for purposes of collection. After the expiration of thirty (30) days following the Recording of a lien, the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the Notice of Delinquent Assessment, or sale by a trustee substituted pursuant to California Civil Code Section 2934a. Any sale by the trustee shall be conducted in accordance with California Civil Code Sections 2924, 2924b, and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trust. The fees of a trustee may not exceed the amounts prescribed in California Civil Code Sections 2924c and 2924d, plus the cost of service for either of the following:

(i) The notice of default pursuant to California Civil Code Section 1367.1(j).

(ii) The decision of the Board to foreclose upon an Owner's Lot as described in California Civil Code Section 1367.4(c)(3).

(k) Actions Against Owners. Nothing in this Section or in California Code of Civil Procedure Section 726(a) prohibits actions against the Owner of a Lot to recover sums for which a

## EXHIBIT 4

lien is created pursuant to this Section or prohibits the Association from taking a deed in lieu of foreclosure.

(l) Lien Recorded in Error. If it is determined that a lien previously Recorded against a Lot was Recorded in error, the Association shall, within twenty-one (21) calendar days, Record or cause to be Recorded a lien release or notice of rescission and provide the Owner of the Lot with a declaration that the lien filing or Recording was in error and a copy of the lien release or notice of rescission.

(m) Notice of Default. A notice of default shall be served by the Association on the Owner's legal representative, in accordance with the manner of service of summons pursuant to California Code of Civil Procedure Section 415.10 et seq. The Owner's legal representative shall be the person whose name is shown as the Owner of a Lot in the Association's records, unless the Owner in writing, delivered to the Association in a manner that indicates that the Association receives it, designates another person as his or her legal representative.

(n) Secondary Address. Upon receipt of a written request by an Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices required by this Section to the secondary address provided. The Association shall notify Owners of their right to submit secondary addresses to the Association, at the time the Association issues the pro forma operating budget pursuant to California Civil Code Section 1365. The Owner's request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The Owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

(o) Failure to Comply with Procedures. If the Association fails to comply with the procedures set forth in this Section, the Association shall, prior to Recording a lien, recommence the required notice process. Any costs associated with recommencing the notice process shall be borne by the Association and not by the Owner of the Lot.

(p) Collection of Delinquent Assessments. If the Association seeks to collect delinquent Regular Assessments or Special Assessments of an amount less than One Thousand Eight Hundred Dollars (\$1,800), not including any accelerated assessments, and Additional Charges, the Association shall not collect that debt through judicial or nonjudicial foreclosure, but may attempt to collect or secure that debt in any of the following ways:

(i) By a civil action in small claims court.

(ii) By Recording a lien on the Owner's Lot which the Association may not foreclose until the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, and Additional Charges, equals or exceeds One Thousand Eight Hundred Dollars (\$1,800) or the Assessments secured by the lien are more than twelve (12) months delinquent. If the Board of Directors elects to Record a lien under these provisions, prior to Recording the lien, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution as set forth in California Civil Code Section 1363.810.

(iii) Any other manner provided by law, except for judicial or nonjudicial foreclosure.

6.13 Foreclosure of Association Assessment Liens.

(a) Conditions Permitting Foreclosure. Except for Assessments owed to the Association by Declarant, if the Association seeks to collect delinquent Regular Assessments or Special Assessments of an amount of One Thousand Eight Hundred Dollars (\$1,800) or more, not including any accelerated assessments, or Additional Charges, or any Assessments secured by the lien that are more than twelve (12) months delinquent, the Association may use judicial or non-judicial foreclosure subject to the following conditions:

(i) Meet and Confer Program. Prior to initiating a foreclosure on an Owner's Lot, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to the Association's "meet and confer" program. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

(ii) Decision to Foreclose. The decision to initiate foreclosure of a lien for delinquent Assessments that has been validly Recorded shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board members in an executive session. The Board shall record the vote in the minutes of the next meeting of the Board open to all Members. The Board shall maintain the confidentiality of the Owner or Owners of the Lot by identifying the matter in the minutes by the Owner's Lot number as shown on the Subdivision Map, rather than the name of the Owner or Owners. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale.

(iii) Notice. The Board shall provide notice by personal service in accordance with the manner of service of summons pursuant to California Code of Civil Procedure Section 415.10 et seq., to an Owner of a Lot who is a Resident of the Lot or to the Owner's legal representative, if the Board votes to foreclose upon the Lot. The Board shall provide written notice to an Owner of a Lot who is not a Resident of the Lot by first-class mail, postage prepaid, at the most current address shown on the books of the Association. In the absence of written notification by the Owner to the Association, the address of the Lot may be treated as the Owner's mailing address.

(iv) Right of Redemption. A nonjudicial foreclosure by the Association to collect upon a debt for delinquent Assessments shall be subject to a right of redemption. The redemption period within which the Lot may be redeemed from a foreclosure sale under this subsection ends ninety (90) days after the sale. In addition to the requirements of California Civil Code Section 2924f, a notice of sale in connection with the Association's foreclosure of a Lot shall include a statement that the Lot is being sold subject to the right of redemption created by California Civil Code Section 1367.4(c)(4).

(b) Declarant Exception. The limitation on foreclosure of Assessment liens for amounts under the stated minimum in this Section does not apply to Assessments owed by Declarant.

(c) Recordation of Lien in Error. If it is determined through dispute resolution pursuant to the Association's "meet and confer" program or alternative dispute resolution with a neutral third party that the Association has Recorded a lien for a delinquent Assessment in error, the Association shall promptly reverse all Additional Charges, costs imposed for the notice, and costs of Recordation

and release of the lien and pay all costs related to the dispute resolution or alternative dispute resolution.

(d) Small Claims Court. The Association may appear and participate in a small claims action through an agent, a management company representative, or bookkeeper who appears on behalf of the Association.

6.14 Priority. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this Article shall have priority as of the date of Recording of the original Declaration applicable to the Development over all other liens and encumbrances applicable to the Lots; provided, however, that such Assessment lien shall be subordinate to the lien of any First Mortgage Recorded against the Lot; and provided, further, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such First Mortgage, or pursuant to a power of sale contained in any such First Mortgage. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

6.15 Association Funds. All Association accounts shall be maintained in one (1) or more banks or other depositories selected by the Board, which accounts shall be clearly designated as belonging to the Association. The Assessments collected by the Association shall be properly deposited into such accounts. The Assessments collected by the Association shall be used for the purposes set forth in Section 6.3, above.

6.16 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this Article.

6.17 Trustee's Deed Upon Sale. The Association may Record a request that a Mortgagee, trustee, or other person authorized to Record a notice of default regarding any Lot mail to the Association a copy of any trustee's deed upon sale concerning the Lot. The request shall include the legal descriptions or the assessor's parcel numbers of the Lots, the name and address of the Association, and a statement that it is a homeowners' association. Subsequent requests of the Association shall supersede prior requests. The request shall be Recorded before the filing of a notice of default. The Mortgagee, trustee, or other authorized person shall mail the requested information to the Association within fifteen (15) business days following the date the trustee's deed is Recorded.

**ARTICLE 7                      MAINTENANCE OF PROPERTY**

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7.1 Association Responsibilities. The Association shall have the following maintenance responsibilities:

(a) Common Area. The Association shall maintain the Common Area, including, but not limited to, the open space, in good condition and repair.

(b) Association Maintenance Area. The Association shall be responsible for the maintenance, repair and replacement of the Association Maintenance Area, including, but not limited to, the shared wastewater treatment system and leach field, the Private Roadway and trails, snow removal, all storm drainage facilities/retention basins, and the parking facilities on lot A, as shown on the Subdivision Map. The maintenance of the storm drainage facilities shall be in accordance with subsection 5.9(u), above.

## EXHIBIT 4

(c) Utility Connections. Utility lines and connections, including without limitation, electrical, cable television, telephone, telecommunication, and gas lines, which are located on, under, or over the Association Maintenance Area, shall be maintained, repaired and replaced by the Association or by the utility company providing such service.

(d) Maintenance Manual. The Association shall comply with provisions of any Common Area or Association Maintenance Area maintenance manual, if one is provided by Declarant to the Association. The Board may, from time to time, make appropriate revisions to any maintenance manual based on the Board's review thereof, to update such manual to provide for maintenance according to current industry practices so long as such changes do not reduce the useful life or functionality of the items being maintained.

(e) Association Inspections.

(i) Common Area and Association Maintenance Area Inspections. The Association shall regularly inspect, maintain and repair the Common Area and Association Maintenance Area Improvements in accordance with the requirements of this Declaration and all applicable laws. The Association shall employ the services of a professional landscape architect, maintenance contractor, reserve study analyst or other such professional person to assist the Association in performing such inspections. The inspector shall provide written reports of their inspections to the Association and, if requested by the Declarant, to the Declarant promptly following completion thereof. If requested by Declarant, Declarant shall be invited to attend any such inspections. The written reports shall identify any items of maintenance or repair which either require current action by the Association or will need further review and analysis. Such written reports shall specifically include a review of all irrigation and drainage systems within the Common Area. The Board shall report the contents of such written reports to Declarant (if not already provided by the inspector directly) if so requested by Declarant and to the Members of the Association at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the next regularly scheduled Board of Directors meeting. The Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors and shall keep a record of all such matters in the Board's minutes. In the absence of inspection frequency recommendations in any applicable maintenance manuals, the Board shall inspect all Common Area at least once every three (3) years, in conjunction with the inspection required for the reserve study conducted pursuant to the Bylaws.

(ii) Lot Access. As part of the inspection of Common Area and Association Maintenance Area, should an Association inspector require access over any Lot, there is hereby created a nonexclusive easement in favor of the Association, and its officers, agents, employees and independent contractors, in accordance with Sections 7.6 and 9.4, below, to conduct such inspections and to provide such maintenance, repair and replacement. Any damage to any structure, landscaping or other improvements caused by the Association, or any of its officers, agents, employees or independent contractors, while performing such maintenance, repair or replacement work shall be repaired by the Association at its sole cost and expense.

(f) Compliance with Warranties. The Association shall have the duty to execute all necessary documents to effectuate any warranties offered by Declarant as to the Common Area or any property maintained by the Association.

## EXHIBIT 4

(g) Other Association Property. The Association shall maintain, repair and replace all other real and personal property that may be acquired by the Association, keeping such property in good condition and repair.

7.2 Owners' Responsibilities. Each Owner shall be solely and exclusively responsible for the maintenance, repair and replacement of his or her Lot and all Improvements thereon, and shall keep the same in good and attractive condition and repair. Each Owner's obligations shall include, without limitation, the following:

(a) Residence and Other Improvements. Each Owner shall maintain, in good and attractive condition and repair, the Residence and other buildings and Improvements located on his or her Lot. The garage door for the garage of the Residence shall be maintained in good condition, appearance and repair.

(b) Landscaping. Each Owner shall maintain all landscaping on his or her Lot in a neat and attractive condition. Prior to commencing installation of landscaping, each Owner shall comply with the drainage restrictions described in Section 5.3, above, and shall obtain Architectural Review Committee approval of the proposed landscaping.

(c) Fences. Each Owner shall maintain, repair and replace all fences as shown and approved on the construction plan for his or her Lot.

(d) Utility Connections. Utility lines and connections, including without limitation, water, sewer, electrical, cable television, telephone and gas lines, which are located on, under, or over any Lot and which provide service to the Residence or other Improvements located upon such Lot, shall be maintained, repaired and replaced by the Owner of such Lot or by the utility company providing such service.

7.3 Compliance With Architectural Provisions. An Owner's right and responsibility for maintaining, repairing or replacing any portions of his or her Lot, including landscaping, shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 8.

7.4 Owner Failure to Maintain. The Board shall have the absolute discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner is necessary to preserve the appearance and value of the property comprising the Development, or any portion thereof, and may notify an Owner of the work the Board deems necessary. Subject to the authority of the Board to authorize immediate emergency repairs as specified in Section 7.6, in the event an Owner fails to perform such work within ten (10) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment.

7.5 Owner Liability. In the event the need for any maintenance, repair, or replacement by the Association is caused by the willful or negligent act or omission of an Owner, members of any Owner's household, or an Owner's tenants, guests, invitees, or household pets, the cost of such maintenance, repair, or replacement, including the cost of materials, labor, supplies, and services shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment.

7.6 Authority for Entry of Lot. The Association or its agents may enter any Lot, whenever such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance,

## EXHIBIT 4

repair, construction, or replacement for which the Association is responsible or which it is authorized to perform, including without limitation the authorization provided in Section 9.4. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Lot to effect emergency repairs where such repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Lot, any other Lot or the Common Area. The cost of performing any such emergency repairs shall be charged to the Owner as a Reimbursement Assessment. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except in emergency situations.

7.7 Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Association's maintenance and repair obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

7.8 Association Liability. The Association shall not be responsible or liable for any maintenance, repair, or replacement of a Lot or any Improvement thereon, except to the extent that the need for such maintenance, repair, or replacement results from the negligence or fault of the Association, its employees, contractors, or agents.

7.9 Board Discretion. Except as provided in subsections 7.1(d),(e), and (f), above, the Board shall have the discretion to determine the manner, method, extent and timing of the performance of any and all maintenance, repair and replacement obligations imposed upon the Association by this Article.

7.10 Inspection of Property Maintained by Association. For all property and Improvements required to be maintained by the Association pursuant to Section 7.1, above, the Board shall cause the inspection of the condition of such property and Improvements as provided in this Section. Inspections shall be conducted in accordance with any applicable maintenance manuals, and in the absence of inspection frequency recommendations in any applicable maintenance manuals, at least once every three (3) years, in conjunction with the inspection required for the reserve study conducted pursuant to Section 9.3 of the Bylaws.

## **ARTICLE 8                      ARCHITECTURAL CONTROL**

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### 8.1 Architectural Review Process.

(a) Purpose of Architectural Regulation Authority. It is intended that the Development be developed with various Improvements that are architecturally compatible and aesthetically pleasing, and that those initial Improvements be maintained in essentially the same condition and appearance as originally developed for the duration of the term of this Declaration. The architectural and use controls set forth herein are to facilitate those intentions and purposes and are to be construed consistent therewith. Subject to the criteria described in Section 8.8, below, the Architectural Review Committee shall review all proposed Improvements and changes to existing Improvements regarding (i) design, (ii) harmony of external design in relation to the nature and character of the Development and the Improvements thereon, and (iii) location in relation to surrounding structures, topography, finished grade elevation.

(b) Submission of Plans and Specifications. Except as provided in subsection 8.1(c), the construction, installation, placement or alteration of Improvements visible from the exterior of a Residence shall be subject to this Article 8.

(i) Residences and Structures. All Improvements including without limitation Residences, buildings, fences, walls, obstructions, balconies, screens, patio covers, awnings,

## EXHIBIT 4

or other structures of any kind, shall be commenced, located, erected, painted, or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. Notwithstanding this subsection, and provided that the existing color and finish were approved by the Architectural Review Committee in the first instance, an Owner may repaint and refinish the exterior of the Improvements on his or her Lot in an identical color and finish without the approval of the Architectural Review Committee.

(ii) Enclosed Yard Area. If the Lot includes an enclosed yard area, all Improvement and proposed landscaping with such area which is or may become visible above the fence line or which alter the Lot's drainage, and all Improvements which generate noise, including but not limited to motorized equipment, shall be subject to the approval of the Architectural Review Committee in accordance with this Article.

(c) Exemption of Declarant from Committee Approval Requirements. Declarant shall not be subject to the provisions of this Article 8 and shall not be required to seek the approval of the Architectural Review Committee with respect to any of its activities within the Development.

### 8.2 Establishment of Architectural Review Committee.

(a) Composition of the Committee, Generally. The Architectural Review Committee shall consist of three (3) members. The composition of the Architectural Review Committee will evolve during the development of the Development, as follows:

(i) Initial Declarant Appointments. Declarant may appoint all of the members of the Architectural Review Committee and all replacements until the first anniversary of the issuance of the first California Department of Real Estate final public report for the Development.

(ii) Initial Board Appointment. Beginning with the first anniversary of the issuance of the first California Department of Real Estate final public report for the Development, Declarant may appoint a majority of the members of the Architectural Review Committee. The remaining member of the Architectural Review Committee shall be appointed by members of the Association Board other than Declarant or Declarant's representative.

(iii) Full Board Appointments. At the earlier to occur of: (A) the conveyance by Declarant of ninety percent (90%) of the Lots within the Development; or (B) the fifth (5<sup>th</sup>) anniversary date of the original issuance of the California Department of Real Estate final public report for the Development, the Architectural Review Committee shall become a committee of the Association and all members of the Committee shall be appointed by the Board of Directors.

(b) Board as Committee. If at any time there shall not be a duly-constituted Architectural Review Committee, the Board shall exercise the functions of the Architectural Review Committee in accordance with the terms of this Article.

8.3 Duties. It shall be the duty of the Architectural Review Committee to consider and act upon proposals or plans submitted to it, to perform other duties delegated to it by the Board, and to carry out all

## EXHIBIT 4

other duties imposed upon it by this Declaration. All decisions regarding proposed Improvements shall be made in good faith and shall not be unreasonable, arbitrary, or capricious.

8.4 Meetings. The Architectural Review Committee shall meet as necessary to properly perform its duties hereunder. Every act done or decision made by a majority of the members of the Architectural Review Committee shall be the act or decision of the Architectural Review Committee. The Architectural Review Committee shall keep and maintain a record of all actions taken by it at such meetings or otherwise. The Architectural Review Committee and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Review Committee function.

8.5 Architectural Rules. The Board of Directors may, from time to time, adopt, amend, and repeal rules and regulations to be known as Architectural Rules. The Architectural Rules shall interpret and implement the provisions of this Article by setting forth the standards and procedures for Architectural Review Committee review and guidelines for architectural design, placement of Residences and other structures, color schemes, exterior finishes and materials, and similar features which are recommended for use in the Development; provided, however, that the Architectural Rules shall not be in derogation of the minimum standards required by this Declaration. The Architectural Rules may also impose limits on the days and hours of construction and impose any other restrictions and regulations which the Board deems appropriate to limit the impact of construction activities on the Residents.

8.6 Application. Any Owner proposing to perform any work of any kind whatever, which requires prior approval pursuant to this Article, shall apply for approval by notifying the Association, in writing, of the nature of the proposed work and furnishing such information and documentation as the Architectural Review Committee or Board may require, including without limitation samples of proposed paints in such sizes and formats as the Committee or the Board may deem appropriate. In accordance with subsection 10.5(c), and in addition to any other remedies the Association may have, the Board may impose a fine against any Owner who fails to submit an application, and obtain the required approval thereof, prior to proceeding with any Improvement for which approval is required pursuant to this Article. Except as provided in the last sentence of subsection 8.1(b)(i), any Owner who paints his or her Residence or any other Improvement without first submitting an application and obtaining the approval required by this Article may be required, in the Board's discretion, to repaint the Residence or Improvement.

8.7 Fees. The Architectural Review Committee may charge a reasonable fee or fees for its review of architectural or landscaping applications, drawings, plans, and specifications which may include the cost of retaining outside consultants including but not limited to architects, engineers, soils experts, or contractors. In addition to review fees, the Architectural Review Committee may require an Owner to post a deposit for major or even minor Improvements when submitting plans to the Committee to ensure compliance with the Architectural Rules and this Declaration. The Committee shall establish a schedule or formula for determining a different amount of the deposit, and may require a separate deposit for proposed landscaping improvements. Owners acknowledge that all or a portion of any deposit may be forfeited to the Association if the Owner fails to properly and timely complete works of Improvement in accordance with approved plans and specifications or if an Owner or an Owner's agents cause damage to the Common Area. Prior to any deposit forfeiture, the Architectural Review Committee shall provide the Owner with notice and an opportunity to be heard, in accordance with California Civil Code Section 1363(h).

8.8 Grant of Approval. The Architectural Review Committee shall grant the requested approval only if:

(a) Application. The Owner has complied with the application submission procedures established by this Declaration and any applicable Architectural Rules;

## EXHIBIT 4

(b) Plans and Specification. The Architectural Review Committee finds that the plans and specifications conform to both (i) this Declaration, and (ii) the Architectural Rules in effect at the time such plans were submitted to the Committee, unless a variance is granted from such Architectural Rules pursuant to Section 8.18;

(c) Aesthetics and Workmanship. The Architectural Review Committee determines that the proposed Improvements would be consistent with the standards of the Development and the purposes of this Declaration as to workmanship, design and materials, as to harmony of exterior design with the existing structures, and as to location with respect to topography and finished grade elevations; and

(d) Compliance With Law. The decision regarding the requested approval of the proposed Improvement does not violate any governing provision of law, including but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code), or a building code or other applicable law governing land use or public safety, and is in conformance with California Civil Code Sections 1353.7 and 1353.8.

8.9 Form of Approval. All approvals and denials of requests for approval shall be in writing and no verbal approval of a request for approval is permitted by any member of the Architectural Review Committee or the Association. The Architectural Review Committee may approve a request for approval subject to the Owner's consent to any modifications made by the Architectural Review Committee. If the Owner does not consent to the modifications, the request for approval shall be deemed denied in its entirety.

8.10 Appeal of Denial to Board of Directors. In accordance with California Civil Code Section 1378(a)(5), unless the Architectural Review Committee is comprised of the members of the Board of Directors, who make their decision at a Board meeting, if an Owner's Improvement application is disapproved by the Architectural Review Committee, the applicant shall be entitled to request reconsideration by the Association's Board of Directors. The Board shall consider the reconsideration request at a meeting held in accordance with California Civil Code Section 1363.05.

8.11 Time for Architectural Review Committee Action. Any request for approval which has not been acted upon by the Architectural Review Committee within forty-five (45) days from the date of receipt thereof by the Architectural Review Committee shall be deemed approved. The Owner requesting approval shall have the burden of establishing the date of receipt of the request for approval by the Architectural Review Committee by evidence in the form of either a copy of such request for approval date-stamped by the Association or by a return receipt provided by the U. S. Postal service acknowledging that such request for approval was delivered to the Association.

8.12 Commencement. Upon receipt of approval pursuant to this Article, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all installation, construction, reconstruction, refinishing, alterations, and excavations pursuant to such approval, commencement to occur, in all cases, within ninety (90) days from the effective date of such approval or upon such later date as the Board may in its discretion designate. If the Owner shall fail to comply with this Section, any approval previously given shall be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of the time for commencement, extends the time for such commencement. No such extension shall be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

8.13 Completion. The Owner shall, in any event, complete the installation, construction, reconstruction, refinishing, or alteration of any Improvement, within one (1) year after commencing construction thereof, except and for as long as such completion is rendered impossible or would result in

## EXHIBIT 4

great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents. If an Owner fails to comply with this Section, the Board shall proceed as though the failure to complete the Improvements was a non-compliance with approved plans.

8.14 Inspection. Inspection of work and correction of defects therein shall proceed as follows:

(a) Owner's Notice of Completion. Upon the completion of any installation, construction, reconstruction, alteration, or refinishing of the exterior of any Improvements, or upon the completion of any other work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Architectural Review Committee.

(b) Committee Inspection. Within sixty (60) days after the receipt of such written notice, the Architectural Review Committee, or its duly authorized representative, may inspect such Improvement to determine whether it was installed, constructed, reconstructed, altered, or refinished to substantial compliance with the approved plans. If the Architectural Review Committee finds that such installation, construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying particulars of non-compliance and shall require the Owner to remedy such non-compliance.

(c) Hearing Regarding Non-Compliance. If the Owner shall have failed to remedy such non-compliance upon the expiration of thirty (30) days from the date of such notification, the Architectural Review Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) nor less than fifteen (15) days after notice of the non-compliance is given to the Board by the Architectural Review Committee. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, to the Architectural Review Committee and, in the discretion of the Board, to any other interested party.

(d) Determination of Non-Compliance. At the hearing the Owner, the Architectural Review Committee and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is a non-compliance, and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's ruling. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either, grant a variance for such non-compliant Improvement, remove the non-complying Improvement, or remedy the non-compliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment.

(e) Failure to Notify Owner of Non-Compliance. If, for any reason, the Architectural Review Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of a notice of completion from the Owner, the Improvement shall be deemed to be in accordance with the approved plans. The Owner shall have the burden of establishing the date of receipt of the notice of completion by the Architectural Review Committee by evidence in the form of either a copy of such notice date-stamped by the Association's office or by a return receipt provided by the U. S. Postal service acknowledging that such notice was delivered to the Association.

8.15 Non-Waiver. The approval by the Architectural Review Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Review Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

8.16 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Association by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Board), the Board shall provide an Owner with an estoppel certificate, certifying (with respect to any Lot of such Owner) that as of the date thereof, either: (i) all Improvements made and other work completed by such Owner comply with this Declaration, or (ii) such Improvements or work do not so comply, in which event the certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in a Lot through him, shall be entitled to rely on such certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

8.17 Liability. Neither Declarant, Association, Board, the Architectural Review Committee nor any member or representative thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (iii) the development of any portion of the Development; or (iv) the execution and filing of an estoppel certificate pursuant to Section 8.16, whether or not the facts therein are correct; provided, however, that the Architectural Review Committee, the Board or any member or representative thereof has acted in good faith on the basis of such information as may be possessed by it or him. Without in any way limiting the generality of the foregoing, the Architectural Review Committee, the Board or any member or representative thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Review Committee. Every Owner, by acquiring title to a Lot or portion thereof agrees not to bring any action or suit against Declarant, Association, Board, the Architectural Review Committee, or their members or representatives seeking to recover any such damages.

8.18 Variances.

(a) Reasonable Variances. The Architectural Review Committee, in its sole discretion, shall be entitled to allow reasonable variances in any procedures specified in this Article and those minimum construction standards in Article 5, excluding those required by the County, in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships.

(b) Criteria for Variances. The Architectural Review Committee must make a good faith written determination that the variance is consistent with one (1) or more of the following criteria: (i) the requested variance will not constitute a material deviation from any restriction contained herein or that the variance proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or (ii) that the variance relates to a requirement land use restriction or minimum construction standard otherwise applicable hereunder that is unnecessary or burdensome under the circumstances; or (iii) that the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance with respect, to any other Lot or Common Area within the Development. At the request of the Architectural Review Committee the Association Board is authorized and empowered to execute and Record a notice of any variance granted pursuant to this Section in a form acceptable to the County Recorder's Office.

8.19 Compliance With Governmental Requirements. The application to the Architectural Review Committee, and the review and approval of any proposals, plans, or other submittals, shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by or impose any liability on Declarant, Association, Board, the Architectural Review Committee, or their members as to the accuracy, efficacy, or sufficiency of such proposals, plans or other submittals.

**ARTICLE 9                    EASEMENTS**

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9.1 Easements in General. In addition to all easements reserved and granted on the Subdivision Map and the easements specified in Article 3, there are hereby specifically acknowledged, reserved and granted for the benefit of the Lots and the Owners in common and for each Lot and Owner severally, and for the Association, as their respective interests shall exist, the easements and rights of way as particularly identified in this Article.

9.2 Utility Easements. Easements over and under the Development or any portion thereof for the installation, repair, maintenance, and replacement of (i) electric, telephone, telecommunications, water, gas, and sanitary sewer lines, meters, and facilities, (ii) cable lines and facilities, (iii) drainage facilities, (iv) walkways, and (v) landscaping, as shown on the Subdivision Map, and as may be hereafter required or convenient to service the Development, are reserved by and shall exist in favor of the Association, together with the right to grant and transfer the same. The Association shall maintain all utility installations located in the Common Area except for those installations maintained by utility companies, public, private, or municipal.

9.3 Easements Granted by Board.

(a) Non-Exclusive Easements. The Board shall have the power to grant and convey to any person or entity easements and rights of way, in, on, over, or under the Common Area and Association Maintenance Area for the purpose of (i) constructing, erecting, operating, or maintaining thereon, therein, or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, telecommunications, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and (ii) for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of the Association. Each Owner, in accepting a deed to a Lot, expressly consents to such easements and rights of way. No such easements may be granted if they would materially interfere with the use, occupancy, or enjoyment by an Owner or Resident of his or her Lot without the consent of the affected Owner of the Lot.

(b) Exclusive Use Common Area Easements. Subject to the restrictions imposed by California Civil Code Section 1363.07, the Board shall have the authority to execute and Record a maintenance agreement designating portions of the Common Area as "exclusive use common area," for the benefit of an appurtenant Lot, for the purpose of promoting an efficient division of the use and maintenance responsibilities between the Owners and the Association. A maintenance agreement may be made with any Owner of adjacent property, including Declarant.

9.4 General Association Easements for Maintenance, Repair and Replacement. The Association shall have a non-exclusive easement in, on, over or under every Lot as reasonably necessary to (i) maintain and repair the Common Area and Association Maintenance Area, (ii) perform maintenance upon a Lot which

is not performed by its Owner as provided by Section 7.4 and Section 7.6, and (iii) otherwise perform its obligations under this Declaration.

9.5 Utility Maintenance and Repair Easements. Wherever sanitary sewer connections or water connections or electricity, gas or telephone, television lines or drainage facilities are installed within the Development, which connections, lines or facilities, or any portion thereof, lie in or upon Lots owned by other than the Owner of the Lot served by said connections, the Owners of any Lots served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter such Lots or to have utility companies enter therein, or any portion thereof, to repair, replace and generally maintain said connections as and when the same may be necessary. Wherever sanitary sewer house connections and/or water Residence connections or electricity, gas or telephone lines or drainage facilities are installed within the Development, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. All utility companies having easements on the property covered by this Declaration shall have easements for cleaning, repairing, replacing, and otherwise maintaining or causing to be maintained service in all underground utility lines, including, when reasonably necessary, the entry into an improvement constructed upon a Lot for uncovering any such lines. Any Owner or utility company exercising the rights granted in this Section shall be obligated to restore the Lot and the Residence entered to substantially its former condition.

9.6 Encroachment Easements. The Association Maintenance Area, Common Area and each Lot within the Development is hereby declared to have an easement over all adjoining Lots, Association Maintenance Area, and the Common Area for the purpose of accommodating any minor encroachment due to engineering errors, errors in original construction, settlement or shifting of structures, or any other similar cause. There shall be valid easements for the maintenance of such encroachments as long as they shall exist. Notwithstanding the preceding, in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if such encroachment occurred due to the wilful misconduct of such Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots, Association Maintenance Area or Common Area shall be permitted and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

9.7 Private Roadway Easement. Declarant hereby reserves for the benefit of each Lot a non-exclusive easement for ingress, egress, by foot or vehicle over the Private Roadway, to and from each Lot and the public roadway.

9.8 Easements Reserved and Granted. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a deed to any Lot.

## **ARTICLE 10                      ENFORCEMENT**

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10.1 Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance. In addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association, its officers, the Board or by any Owner. The Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or protect the interests of the Association and its Members as a whole.

## EXHIBIT 4

10.2 Violation of Law. Any violation of a state, municipal or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any property within the Development is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

10.3 Owners' Responsibility for Conduct and Damages. Each Owner shall be fully responsible for informing members of his or her household and his or her tenants, contractors and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Association resulting from the negligent or intentional conduct of any of them or any household pets. If a Lot is owned jointly by two (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

10.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through non-use of any Common Area facilities or by abandonment of his or her Lot.

10.5 Rights and Remedies of the Association.

(a) Rights Cumulative. The Association, its Directors, officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or through the use of such other remedies as are available and deemed appropriate by the Board. Each remedy provided is cumulative and not exclusive. The Board shall not be obligated to take action to enforce a provision of the Governing Documents if, in the exercise of discretion, the Board determines that acting to enforce the provision is not likely to foster or protect the interests of the Association and its Members as a whole.

(b) Member Not In Good Standing. Upon a determination by the Board of Directors, after prior notice to the affected Member and an opportunity for a hearing, that such Member has violated any provision of the Governing Documents including a failure to pay any Assessment when due, the Board shall give notice in writing to such Member that he or she is deemed not to be a Member in Good Standing. Such Member shall be deemed to remain in that status until such time as the Board shall determine in writing that the violation which resulted in the Board's determination has been cured or remedied or, on some other basis as in the judgment of the Board is just and proper, that such Member shall again be deemed to be a Member in Good Standing of the Association. Such Member shall be so notified in writing with a copy given to the Secretary.

(c) Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or his or her tenants, contractors, guests, pets or invitees, the Board shall have the power to impose sanctions against the Owner. Such sanctions may include, without limitation, the imposition of fines and/or the suspension of an Owner's rights as a Member, including an Owner's voting rights or an Owner's right to use the Common Area. Except as provided in Section 10.7, below, imposition of sanctions shall be effective only after the Board has held a hearing as provided in California Civil Code Section 1363. The payment of any such fine may be enforced as an Enforcement Assessment as provided in Section 6.8 of this Declaration as well as in any manner permitted by law. Further, each Owner shall be obligated to pay Reimbursement Assessments levied by the Board for reimbursement of any costs incurred by the Association relating to violation of any provisions of the Governing Documents by such Owner, members of such Owner's household, or his or her tenants, contractors, guests, pets or invitees.

(d) Inadequacy of Legal Remedy. Except for the non-payment of any Assessment levied pursuant to the provisions of Article 6 of this Declaration, it is hereby declared that a remedy at law

## EXHIBIT 4

to recover damages for a default in the performance of any of the terms and provisions of any of the Governing Documents or for the breach or violation of any such provisions is inadequate and that the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Association, its officers or Board of Directors, or by any Owner or by their respective successors in interest.

(e) Limitation on Disciplinary Rights. The Association shall not have the power and authority to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of his or her Lot as the result of the failure by such Owner, members of such Owner's household, or his or her tenants, guests, invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments levied by the Association pursuant to Article 6 of this Declaration. The provisions of this subsection shall not affect the Association's right to impose fines or monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.

10.6 Disciplinary Rules. The Board or a committee appointed by the Board for that purpose may adopt rules and regulations that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members of the Association for violation of provisions of the Governing Documents. Such rules, when approved and adopted by the Board, shall be deemed to be a part of the Association Rules provided for in, and constituting a part of, the Governing Documents.

10.7 Emergency Situations. The following shall constitute emergency situations: (i) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Development, (ii) a traffic or fire hazard, or (iii) a threat of material damage to or destruction of the Development or any portion thereof. Notwithstanding any other provisions of the Governing Documents, under circumstances involving conduct that constitutes an emergency situation, the Association may undertake immediate corrective action. Hearings with respect to such corrective action shall be held following the corrective action in accordance with California Civil Code Section 1363, and no disciplinary action may be taken without compliance with California Civil Code Section 1363(h).

10.8 Alternative Dispute Resolution. California Civil Code Section 1363.810 et. seq. and Section 1369.520 et seq. shall be complied with respect to any dispute subject to such Sections.

10.9 Non-Waiver. Failure to enforce any provision of the Governing Documents at any time shall not be deemed a waiver of the right to do so thereafter with respect to the same or any other violation of any provision of the Governing Documents.

10.10 Notices. Any notices required or given under this Article shall, at a minimum, set forth the date, time, and location of any hearing, a brief description of the act or omission constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision or provisions alleged to have been violated, and the sanction, disciplinary action, or other enforcement action being contemplated by the Board, if any. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice to the affected Member; provided, however, that if notice is given by mail, it shall be sent by first-class mail, postage prepaid, sent to the most recent address for the affected Member as shown on the records of the Association.

## EXHIBIT 4

10.11 Costs and Attorneys' Fees. In the event any action is taken to enforce any of the provisions of the Governing Documents, the prevailing party shall be entitled to recover the full amount of all costs incurred, including attorneys' fees, in enforcing any Governing Document provision. The remedies of the Association to recover the amount of such costs and attorneys' fees shall include, without limitation, the imposition of a Reimbursement Assessment as provided in Section 6.7 of this Declaration.

10.12 Owner Indemnification. Each Owner, by acceptance of his or her deed, agrees for himself or herself and for the members of his or her household, his or her tenants, guests or invitees, to (i) indemnify each and every other Owner for, (ii) to hold each and every other Owner harmless from, and (iii) to defend each and every other Owner against, any claim of any person for personal injury or property damage occurring within the Lot of such Owner, except that such Owner's liability may be diminished to the extent that the injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in such Lot or is fully covered by insurance.

10.13 No Obligation to Enforce. None of the provisions of this Declaration shall obligate or be construed to obligate Declarant, or its respective agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Declaration, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

### **ARTICLE 11                      INSURANCE**

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11.1 Types of Insurance Coverage. The Association shall, at the discretion of the Board of Directors, purchase, obtain and maintain the following types of insurance, if and to the extent they are available at a reasonable premium cost:

(a) Property Insurance. The Association shall obtain and maintain a master or blanket policy of property insurance, written on all risk, replacement cost basis, on all Common Area and Association Maintenance Area, and all Improvements within the Development for which the Association has an obligation to maintain or insure. The insurance shall be kept in full force and effect at all times and the full replacement value of the insured property shall be redetermined on an annual basis. Depending on the nature of the insured property and the requirements, if any, imposed by institutional Mortgagees having an interest in such property, the policies maintained by the Association pursuant to this Section shall contain an agreed amount endorsement or a contingent liability from operation of building laws endorsement or the equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a clause to permit cash settlements for full insurable value in case of partial destruction. The policies required hereunder shall name as insured the Association and all Mortgagees as their respective interests may appear. The policies may contain a loss payable endorsement in favor of the trustee described in Section 11.4 below.

(b) General Liability Insurance. To the extent such insurance is reasonably obtainable, a policy of comprehensive general liability insurance naming as parties insured the Association, each member of the Board of Directors, any manager, the Owners and occupants of Lots, and such other persons as the Board may determine. The policy will insure each named party against any liability incident to the ownership and use of the Common Area and Association Maintenance Area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and

any other liability or risk customarily covered with respect to common interest development projects similar in construction, location, facilities, and use.

(c) Director's and Officer's Liability Insurance. To the extent such insurance is reasonably obtainable the Association shall maintain individual liability insurance for its Directors and officers providing coverage for negligent acts or omissions in their official capacities. The minimum coverage of such insurance shall be at least One Million Dollars (\$1,000,000.00).

(d) Additional Insurance and Bonds. To the extent such insurance is reasonably obtainable, the Association may also purchase such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limiting the generality of this subsection, demolition, flood, earthquake, and workers' compensation insurance. The Board shall also purchase and maintain fidelity bonds or insurance in an amount not less than three (3) months operating expenses and one hundred percent (100%) of the Association's reserves and shall contain an endorsement of any person who may serve without compensation.

(e) Coverage Not Available. In the event any insurance policy, or any endorsement thereof, required by Section 11.1 is for any reason unavailable, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage hereinabove described. The Board shall notify the Owners of any material adverse changes in the Association's insurance coverage.

11.2 Copies of Policies. Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) shall be retained by the Association and shall be available for inspection by Owners at any reasonable time.

11.3 Individual Owner's Property Insurance. Each Owner shall purchase and at all times maintain a policy of property insurance insuring the Owner's Lot, Residence, any Improvements to the Owner's Lot, and personal property. An Owner's individual insurance coverage shall be at least equal to an "HO-3" homeowners' policy.

11.4 Trustee. All insurance proceeds payable under Section 11.1, above, and subject to the rights of Mortgagees under Article 13, below, may, in the discretion of the Board of Directors, be paid to a trustee to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests shall appear. Said trustee shall be a commercial bank or financial institution in the County that agrees in writing to accept such trust.

11.5 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 11.1, above. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

**ARTICLE 12                      DAMAGE OR DESTRUCTION; CONDEMNATION**

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12.1 Damage to or Destruction of Association Maintained Improvements. In the event of damage to or destruction of any Improvement to the Common Area, the Association Maintenance Area, or to any other real property owned by the Association, the Board shall determine whether to repair or replace the damaged or destroyed Improvement. If the such damage or destruction was covered by insurance and the proceeds are insufficient to cover the costs of repair or replacement of the damaged or destroyed Improvement, and if the Board elects to repair or replace the Improvement, the Association may levy a Special Assessment as provided in this Declaration to cover costs not covered by the insurance proceeds. If

## EXHIBIT 4

the Board elects not to repair or replace the Improvement, the applicable insurance proceeds shall be used for the benefit of the Association as determined by the Board.

12.2 Damage to or Destruction of Owner Maintained Improvements. In the event of damage to or destruction to the Improvements on any Lot, the Owner of the Lot shall (i) repair or rebuild the Improvements to the state in which they existed prior to the damage or destruction, or in such other manner as may be approved by the Architectural Review Committee in accordance with Article 8 of this Declaration, or (ii) completely remove all remaining portions of the damaged or destroyed Improvements from the Lot. Repair, rebuilding, or removal shall be commenced within a reasonable time, which shall in no event exceed one (1) year after the occurrence of the damage or destruction and shall be completed within one (1) year after the date of commencement unless a longer period permitted by the Board.

12.3 Condemnation of Common Area or Association Maintenance Area. If at any time all or any portion of any Common Area, Association Maintenance Area, or any interest therein, is taken for a public or quasi-public use, under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire compensation or award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or by agreement among the condemning authority, the Association and each of the affected Owners, shall be paid to the Association. The Association shall represent the interests of all Owners in any proceedings relating to such matters.

12.4 Condemnation of Lots. If an entire Residence or Lot (or so much thereof as to render the remainder unfit for use as a Residence) is condemned or taken for a public or quasi-public use pursuant to any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the that Lot Owner's membership in the Association shall terminate as of the last day of the month in which the condemnor obtains the right to possession, or upon Owner's vacating the Lot, whichever occurs last. If only a portion of the Lot is taken and the remainder is fit for use as a Residence, the Owner shall continue to be a Member of the Association. In any condemnation action involving a Lot, the Association shall have the right to seek compensation for any damages incurred by the Association.

12.5 Appraisals. Where the provisions of this Article require an independent appraisal of property, the appraisal shall be made by a licensed real estate appraiser selected by the Board.

### **ARTICLE 13                      PROTECTION OF MORTGAGEES**

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13.1 Amendments Affecting Mortgages. No amendment of this Declaration shall affect any of the rights of the holder of any Mortgage which is made in good faith and for value, if such Mortgage is Recorded prior to the Recording of such amendment.

13.2 Default by Owner; Mortgagee's Right to Vote. In the event of a default by any Owner under a Mortgage encumbering such Owner's Lot, the Mortgagee under such Mortgage shall, upon: (a) giving written notice to the defaulting Owner; (b) Recording a Notice of Default in accordance with California Civil Code Section 2924; and (c) delivering a copy of such Recorded Notice of Default to the Association, have the right to exercise the vote of the Owner at any regular or special meeting of the Association held only during such period as such default continues.

13.3 Breach; Obligation After Foreclosure. No breach of any provision of this Declaration by Declarant, the Association or any Owner shall impair or invalidate the lien of any Recorded Mortgage made in good faith and for value and encumbering any Lot. Declarant, Owners, and the Association and their successors and assigns, shall be obligated to abide by all of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes

provided for in this Declaration with respect to any person who acquires title to or any beneficial interest in any Lot through foreclosure, trustee's sale or otherwise.

13.4 Right to Examine Books and Records of the Association. All Mortgagees, insurers and guarantors of any Mortgages on any Lot shall have the right, upon written request to the Association, to:

- (a) Association Records. Examine current copies of the Governing Documents and the Association's books, records and financial statements, during normal business hours;
- (b) Financial Statements. Require the Association to provide an audited statement for the preceding fiscal year; and
- (c) Notice of Meetings. Receive a written notice of all meetings of the Association and designate a representative to attend all such meetings.

13.5 Declaration to Conform With Mortgage Requirements. It is the intent of this Article that the Governing Documents and the development in general, shall now and in the future meet all requirements of any institutional Mortgagee intending to secure its Mortgage by a Lot or necessary to purchase, guarantee, insure or subsidize any Mortgage of a Lot by FREDDIE MAC, FANNIE MAE or the Veterans' Administration. The provisions of this Article may be amended solely by the vote of the Board of Directors in order to conform to any requirements of the secondary lender market.

#### **ARTICLE 14 ANNEXATIONS AND SUPPLEMENTAL DECLARATIONS**

14.1 Annexation of Other Property. Real property which is not subject to this Declaration may annex to and become subject to this Declaration with the approval by vote or written consent of (1) the property owner, (2) Members entitled to exercise not less than two-thirds of the voting power of each class of membership of the Association, and (3) the Board of Directors. After the Class B membership has ceased, the approval of the Members required by this Section shall require the affirmative vote of at least two-thirds of the voting power of Members other than Declarant. Upon obtaining the requisite approval of the Members pursuant to this Section, the owner of the annexing property shall Record a Declaration of Annexation and, if appropriate, a Supplemental Declaration, as more particularly described in Section 14.3, below.

14.2 Declarations of Annexation. To effectuate an annexation, a Declaration of Annexation shall be Recorded covering the applicable portion of the annexing real property. The Declaration of Annexation shall identify the Lots and Common Area, if any, within the annexing property, and shall be signed by the owner of the annexing property and, in cases where membership and Board approval are required, shall include a certificate, signed by any two (2) officers of the Association attesting to the fact that the required Member and Board approval has been obtained. A Declaration of Annexation may include a Supplemental Declaration which adds or modifies restrictions and rights with respect to the annexing property.

14.3 Supplemental Declarations. A Supplemental Declaration may be Recorded against all or any portion of the Development or any annexing property, upon the written consent of the Owners. The Supplemental Declaration may include restrictions which are different from the restrictions contained in this Declaration. A Supplemental Declaration may not alter the general common plan or scheme created by this Declaration, revise any restriction imposed by a governmental entity as a condition of Subdivision Map approval (without the consent of that entity) or revoke the covenants, conditions and restrictions imposed by this Declaration with respect to portions of the Development already subject to this Declaration.

**ARTICLE 15                      DECLARANT'S DEVELOPMENT RIGHT**

---

15.1    Declarant's Right to Develop the Development. The Association and Owners shall not do anything to interfere with the right of Declarant to subdivide, sell, or rent any portion of the Development, or the right of Declarant to complete excavation, grading, construction of Improvements or other development activities to and on any portion of Development or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Development so long as any Lot or any portion of the Development is owned by Declarant. Such right shall include, but shall not be limited to, all grading work as may be approved by the County or other agency having jurisdiction, and erecting, constructing and maintaining on or within the Development such structures, signs and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise. Each Owner, by accepting a deed to a Lot, hereby acknowledges that any construction or installation by Declarant may impair the view of such Owner, and hereby consents to such impairment.

15.2    Use of Common Area and Association Maintenance Area by Declarant. Declarant may enter upon the Common Area and Association Maintenance Area to complete the development, improvement and sale of Lots and the construction of any landscaping or other Improvement to be installed on the Common Area or Association Maintenance Area. Declarant shall also have the right of nonexclusive use of the Common Area and Association Maintenance Area without charge, for sales, display, access, ingress, egress, exhibition and occasional special events for promotional purposes, which right Declarant hereby reserves; provided, however, that such use rights shall terminate on the date on which Declarant no longer owns any Lots within the Development. Such use shall not unreasonably interfere with the rights of enjoyment of the other Owners as provided herein and all direct costs and expenses associated with Declarant's sales and promotional activities (including, without limitation, any costs or expenses required to clean or repair any portion of the Common Area or Association Maintenance Area that are damaged or cluttered in connection with such activities) shall be borne solely by Declarant and any other sponsor of the activity or event. The rights reserved to Declarant by this Section shall extend to any employee, sales agents, prospective purchasers, customers and/or representatives of Declarant.

15.3    Amendment of Development Plans. Declarant may amend its plans for the Development and apply for changes in zoning, use and use permits, for any property within the Development.

15.4    Independent Design Review. For so long as Declarant has the right to appoint any members of the Architectural Review Committee, Declarant shall have the right to initiate action to correct or prevent any activity, condition or Improvement that is not in substantial compliance with approved plans and specifications to the same extent as the Association, after having a reasonable opportunity to do so, does not initiate enforcement action.

15.5    Disclaimer of Declarant's Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth in a Recorded instrument with the County Recorder, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Development may or will be carried out, or that any land now controlled or owned or hereafter controlled or acquired by Declarant is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

15.6    No Amendment or Repeal. So long as Declarant owns any portion of the Development, the provisions of this Article may not be amended or repealed without the consent of Declarant.

**ARTICLE 16                      AMENDMENT**

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16.1 Amendment Before First Conveyance. Before the conveyance of the first Lot within the Development to a purchaser other than Declarant, and subject to the County approval requirements of subsection 16.2(c), below, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant of an instrument amending or revoking the Declaration. The amending or revoking instrument shall make appropriate reference to this Declaration and its amendments and shall be Recorded.

16.2 Amendment After First Conveyance. After the conveyance of the first Lot within the Development to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect upon compliance with the following provisions:

(a) Member Approval Requirements. Except as provided in this Section, any amendment to this Declaration shall be approved by the vote or assent by written ballot of an Absolute Majority, including the holders of not less than a majority of the Total Voting Power of each class of Members. If a two-class voting structure is no longer in effect in the Association because of the conversion of Class B membership to Class A membership, as provided in the Association's Bylaws, any amendment thereof will require the vote or assent by written ballot of both: (i) an Absolute Majority of the Association; and (ii) the vote of a majority of the Total Voting Power held by Members other than Declarant. Notwithstanding the foregoing, the percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause.

(b) Additional Approvals of Declarant for Amendments to Particular Provisions. For so long as Declarant owns a Lot within the Development the provisions of Articles 15 and 16 may not be amended without the prior written consent of Declarant.

(c) Additional Approvals by County for Amendments to Particular Provisions. The provisions of Sections 5.9, 7.1(a), Article 6, this subsection 16.2(c), and 17.1, and any other provision of this Declaration which relates to a County Condition of Approval for the Subdivision Map, may not be amended without the prior written consent of the County.

(d) Right of Amendment if Requested by Governmental Mortgage Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant and the Association reserve the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by Governmental Mortgage Agencies which require such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot. Any such amendment shall be effectuated by the Recordation, by Declarant or the Association, of a Certificate of Amendment duly signed by or on behalf of the authorized agents, or authorized officers of Declarant or the Board, as applicable, with their signatures acknowledged, specifying the Governmental Mortgage Agency, or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Certificate, when Recorded, shall be binding upon all of the Lots and Common Area comprising the Development and all persons having any interest therein.

(e) Right of Amendment if Requested by County. Anything in this Article to the contrary notwithstanding, Declarant and the Association reserve the right to amend all or any part

## EXHIBIT 4

of this Declaration to such an extent and with such language as may be requested by the County to reflect a modification of the development permits which requires a conforming amendment to this Declaration. Any such amendment shall be effectuated by the Recordation of a Certificate of Amendment duly signed by or on behalf of the authorized agents, or authorized officers of Declarant, or the Association as applicable, with their signatures acknowledged, specifying the County requested the amendment and setting forth the amendatory language requested by the County. Recordation of such a Certificate shall be deemed conclusive proof of the County's request for such an amendment, and such Certificate, when Recorded, shall be binding upon all of the real property comprising the Development and all persons having an interest therein.

(f) Right of Amendment by Board. The Board of Directors may, without the approval of the Members, amend any part of this Declaration to the limited extent necessary to comply with a change in applicable federal, state or local legislation, and to correct typographical errors.

16.3 Restatements. This Section describes the methods for restating the Declaration after an amendment.

(a) General. The Board has the right, by resolution without the necessity of consent by the Members, to restate this Declaration when it has been properly amended pursuant to its requirements for amendment. Such restatement shall be effective upon execution of the restatement by any two (2) officers of the Association and its Recordation. Upon Recordation of the restatement, the restatement shall supersede the prior declaration and its amendments in their entirety, without, however, affecting the priority of the Declaration in the chain of title to all real property subject to the Declaration as established by the Declaration's initial date of Recordation.

(b) Form of Restatement. The restatement shall restate the entire text of the original document, with these exceptions: (i) changes incorporating all amendments approved by the Owners; (ii) changes made to rearrange or delete the text for consistency with the approved amendments; (iii) changes made to delete material no longer legally effective or legally required, such as the provisions described in Article 15 once Declarant no longer owns any portion of the Development; (iv) the addition of a statement that the Board has authorized the restatement pursuant to this Section; (v) changes made to delete any provision declared illegal by constitutional or statutory enactment, by regulation, or by controlling judicial opinion; and (vi) changes needed to distinguish the restatement from the original document, such as title, section, or subsection numbering changes.

16.4 Department of Real Estate. An amendment to this Declaration, Bylaws, or other governing instruments of the Association shall require immediate notification of the California Department of Real Estate in accordance with Section 2800 of the Commissioner's Regulations so long as the Development, or any portion thereof, is subject to an outstanding Final Subdivision Public Report.

16.5 Effective Date of Amendment. The amendment will be effective upon the Recording of a Certificate of Amendment, duly executed and certified by any two (2) officers of the Association setting forth in full the amendment so approved and that the approval requirements of this Article have been duly met. If the consent or approval of any governmental authority, Mortgagee, or other entity is required under this Declaration to amend or revoke any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained.

16.6 Reliance on Amendment. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

**ARTICLE 17            GENERAL PROVISIONS**

---

17.1    Term. This Declaration continues in full force and effect unless an amendment terminating this Declaration is unanimously approved by the Owners and the County and Recorded in accordance with Article 16, above.

17.2    Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.

17.3    Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of fostering a plan of community ownership and occupancy and of management of the Development for the benefit of the community.

17.4    Statutory References. Any reference to a California or federal statute, code or regulation shall also incorporate and include any successor statutes or laws.

*{The remainder of this page intentionally left blank}*





**EXHIBIT "A"**

**BUDGET SUMMARY**

(see attached)

BUDGET SUMMARY

PHASE NUMBER	DATE OF BUDGET	DRE FILE NUMBER		
1	August, 2012			
NUMBER OF LOTS/UNITS	TRACT NUMBER/NAME OF PROJECT			
12	Rock Creek Canyon			
	PER LOT/UNIT PER MONTH	TOTAL MONTHLY	TOTAL ANNUAL	
<b>100 FIXED COSTS</b>				
101 Property Taxes				
102 Corporation Franchise Taxes	0.42	5.00	60	
103 Insurance (attach proposal)*	16.39	196.67	2360	
104 Local License & Inspection Fees				
105 Estimated Income Taxes				
<b>100 - Sub Total</b>	<b>16.81</b>	<b>201.67</b>	<b>2420</b>	
<b>200 OPERATING COSTS</b>				
201 Electricity (attach work sheet)	2.55	30.59	367	
Lighting: Leased				
202 Gas (attach work sheet)			0	
203 Water (attach work sheet)			0	
204 Sewer/Septic Tanks (include if not in 203)				
205 Cable TV/Master Antenna				
207 Custodial Area <i>Number of Restrooms:</i> Custodial Supplies				
208 Landscape Area (see page 15) Landscape Supplies	2.78	33.33	400	
209 Refuse Disposal Vender Name: Telephone Number:				
210 Elevators Number:   Type:				
211 Private Streets, Driveways, Parking Areas Area:   39,600 sf	8.33	100.00	1200	
212 Heating & Air Conditioning Maintenance Area:				
213 Swimming Pool Number:   Size:   Mths. Heated: Spa       Number:   Size: Swimming Pool/Spa Supplies				
214 Tennis Court Number:				
215 Access Control Guard Hours per Day: No. of Motorized Gates:   Type: No. of Intercoms/Telephone Entry:			0	0

	PER LOT/UNIT PER MONTH	TOTAL MONTHLY	TOTAL ANNUAL
216 Reserve Study *	5.56	66.67	800
217 Miscellaneous			
Minor Repairs	2.08	25.00	300
Drainage Maintenance	1.67	20.00	240
Septic Tank Pumped Every 5 Years	2.08	25.00	300
Snow Removal	5.00	60.00	720
218 Fire Sprinkler/Alarm Monitoring			0
Fire Sprinkler/Alarm Testing			0
Fire Extinguishers			0
<b>200 - Sub Total</b>	<b>30.05</b>	<b>360.59</b>	<b>4327</b>
<b>300 RESERVES</b>			
301-313 (attach reserve work sheet)	15.39	184.63	2216
<b>300 - Sub Total</b>	<b>15.39</b>	<b>184.63</b>	<b>2216</b>
<b>400 ADMINISTRATION</b>			
401 Management **	8.33	100.00	1200
402 Legal Services	10.42	125.00	1500
403 Accounting	8.33	100.00	1200
404 Education	4.17	50.00	600
405 Miscellaneous, office expense	4.00	48.00	576
<b>400 - Sub Total</b>	<b>35.25</b>	<b>423.00</b>	<b>5076</b>
<b>TOTAL (100-400)</b>	<b>97.49</b>	<b>1169.89</b>	<b>14039</b>
<b>500 CONTINGENCY</b>			
501 New Construction 3%	3.01	36.11	433
502 Conversions 5%			
503 Revenue Offsets (attach documentation)			
<b>TOTAL BUDGET</b>	<b>100.50</b>	<b>1206.00</b>	<b>14472</b>

The inventory and quantities used in the preparation of this budget are normally derived from plans completed prior to construction and may vary slightly from actual field conditions. The calculated budget is a good faith estimate of the projected costs and should be deemed reliable for no more than one year. The Board of Directors should conduct an annual review of the Association's actual costs and revise the budget accordingly.

DRE regulations allow the use of variable assessments against units only if one unit will derive as much as 10% more than another unit in the value of common goods and services supplied by the Association. After determining the percent of benefit derived from services provided (page 14) by the Association, an easy chart to follow would be:

Less than 10%.....equal assessments  
 from 10% to 20%.....variable or equal  
 Over 20%.....variable assessments

The budget and management documents indicate  
 (check appropriate box):

equal assessments  
 variable assessments

\* Reserve Study to be conducted every three years for an estimated total cost of \$2400. The above figure represents 1/3 the total cost.

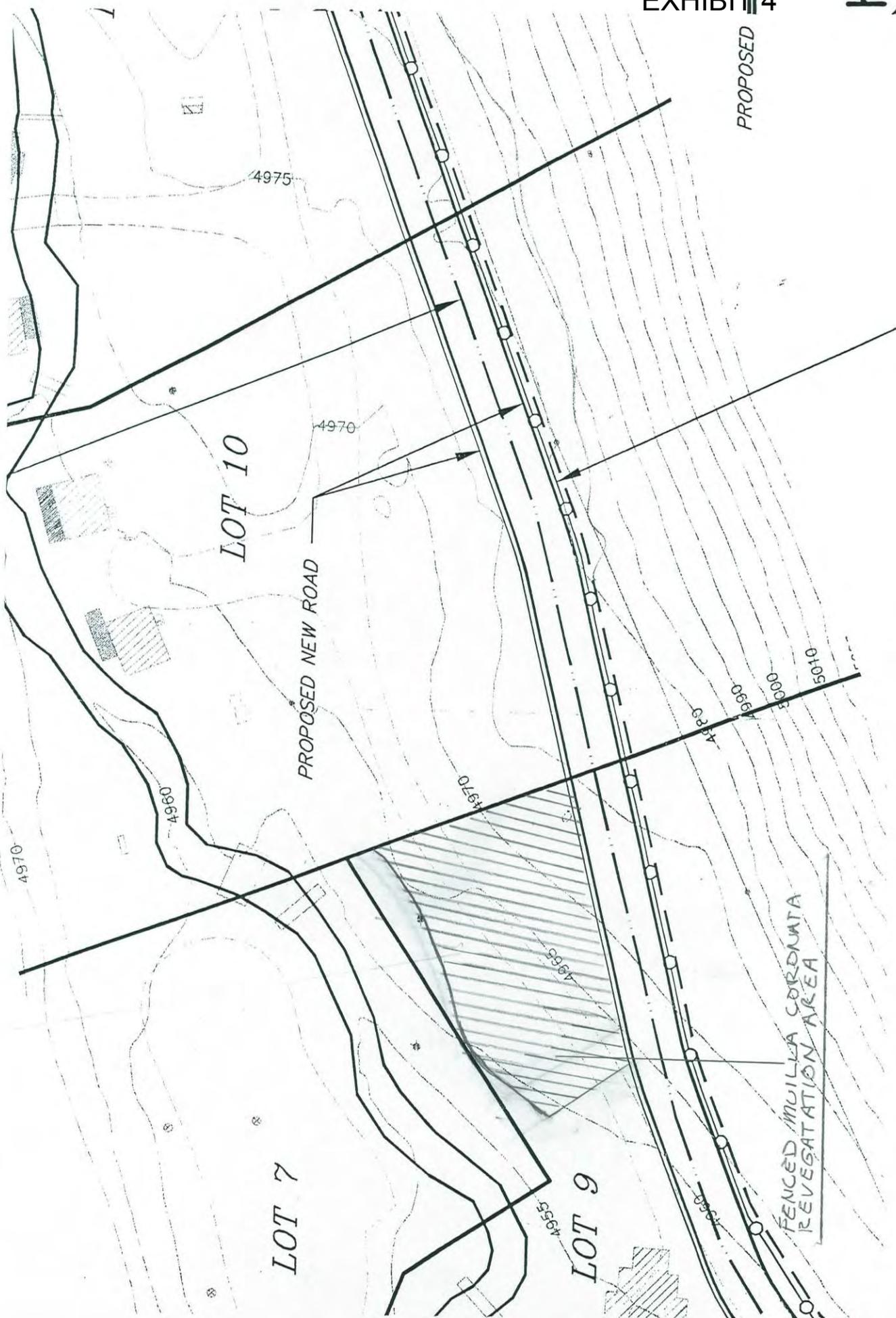
\*\* Depending upon the level of service selected by the Association, the amount shown may be insufficient to cover the cost and may be higher.

EXHIBIT "B"

MULLA CORONADA RETENTION AREA

(see attached)

PROPOSED



LOT 10

PROPOSED NEW ROAD

LOT 7

LOT 9

FENCED/MULLA CORDONATA REVEGETATION AREA

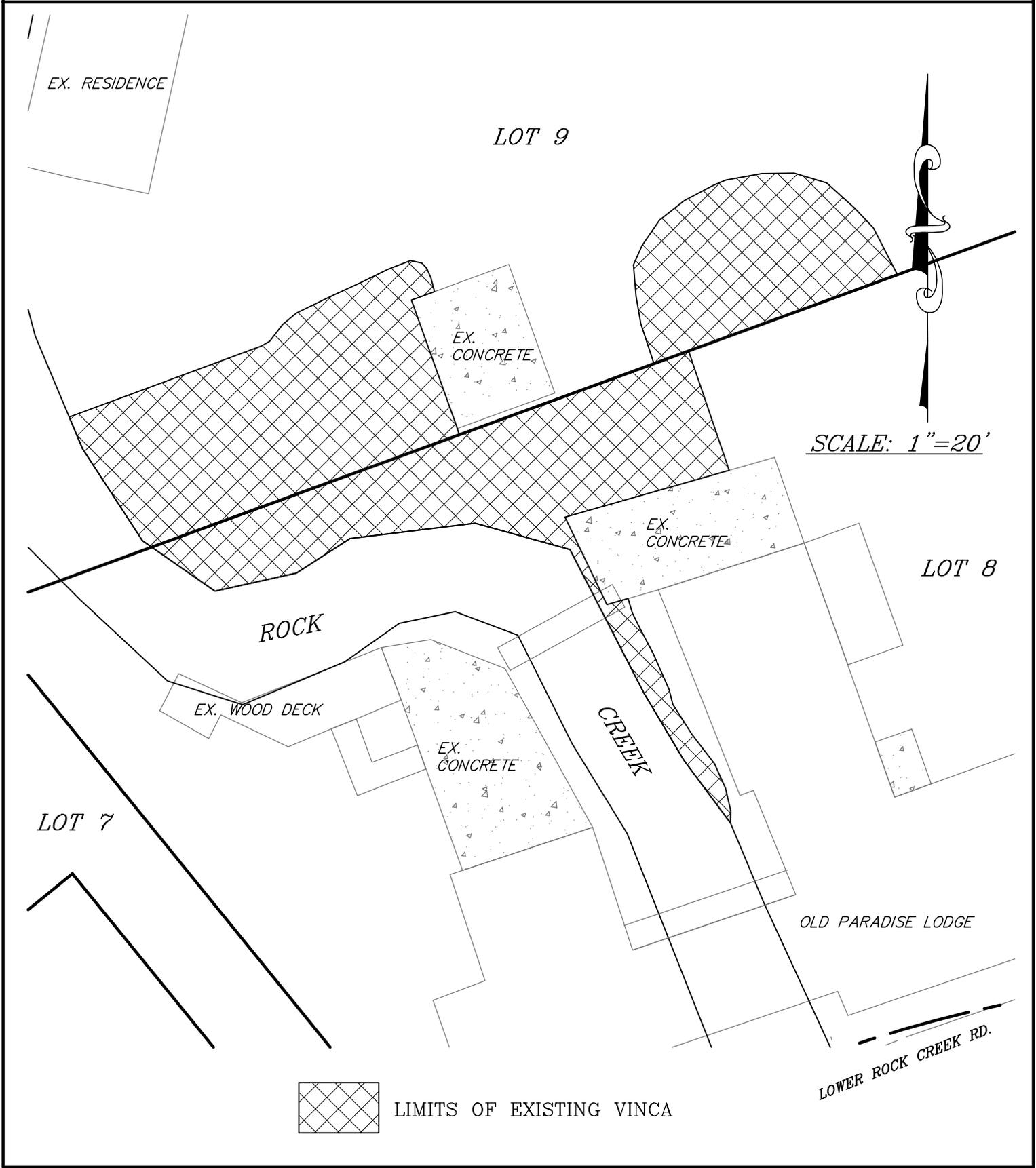
h

EXHIBIT "C"

VINCA CONTROL BOUNDARIES

(see attached)

ROCK CREEK CANYON  
HORTICULTURAL EXHIBIT



LOT 9

EX. RESIDENCE

EX. CONCRETE

SCALE: 1"=20'

EX. CONCRETE

LOT 8

ROCK

EX. WOOD DECK

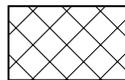
CREEK

EX. CONCRETE

LOT 7

OLD PARADISE LODGE

LOWER ROCK CREEK RD.



LIMITS OF EXISTING VINCA



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	October 2, 2012	<b>DEPARTMENT</b>	Public Works - Engineering Division
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	5 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Garrett Higerd
<b>SUBJECT</b>	Contract Award for the Aspen Road Culvert Replacement Project		

### AGENDA DESCRIPTION:

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

This project will replace two culverts on Aspen Road in June Lake.

### RECOMMENDED ACTION:

Based on staff report concerning bids received in response to solicitation for bids and responsibility of the apparent low bidder: 1) identify Conspec Incorporated as responsible bidder submitting the lowest responsive bid; 2) award contract to Conspec Incorporated for the Aspen Road Culvert Replacement Project in an amount not to exceed \$131,250.00; 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 authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in a cumulative amount not to exceed \$13,125.00, provided such amendments do not substantially alter the scope of work and are approved as to form and legality by County Counsel; 4) adopt resolution authorizing the Public Works Director to accept and consent to recordation of temporary construction easements necessary for the Aspen Road Culvert Replacement Project.

### FISCAL IMPACT:

This project is funded by Proposition 1B. On October 18, 2011 the Board approved the use of \$330,675 of Prop 1B funds for this project. Contractor payments will not impact the General Fund.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760.932.5457 / ghigerd@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH

**SEND COPIES TO:**

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

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

**ATTACHMENTS:**

Click to download

 [Staff and attachments](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/17/2012 8:30 AM	County Administrative Office	Yes
9/26/2012 11:21 AM	County Counsel	Yes
9/17/2012 7:45 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:** October 2, 2012  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Senior Engineer  
**Re:** Contract Award for the Aspen Road Culvert Replacement Project

### **Recommended Action:**

Based on staff report concerning bids received in response to solicitation for bids and responsibility of the apparent low bidder: 1) identify Conspec Incorporated as responsible bidder submitting the lowest responsive bid; 2) award contract to Conspec Incorporated for the Aspen Road Culvert Replacement Project in an amount not to exceed \$131,250.00; 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 authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in a cumulative amount not to exceed \$13,125.00, provided such amendments do not substantially alter the scope of work and are approved as to form and legality by County Counsel; 4) adopt resolution authorizing the Public Works Director to accept and consent to recordation of temporary construction easements necessary for the Aspen Road Culvert Replacement Project.

### **Fiscal Impact:**

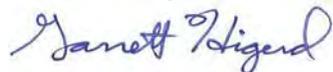
This project is funded by Proposition 1B. On October 18, 2011 the Board approved the use of \$330,675 of Prop 1B funds for this project. Contractor payments will not impact the General Fund.

### **Background:**

This project was first selected for use of Prop 1B funds by the Board on December 8, 2009. It consists of replacement of two existing culverts. The project plans and manual were approved at the Board meeting of August 21, 2012, an optional pre-bid meeting was held at the project site on Monday, September 10, and one bid were received on September 24. See the Bid Tabulation attached as Exhibit 1. County staff will perform inspection duties for this project and quality assurance testing will be performed under contract with a local consultant. Barring any significant weather days, the Project Manual stipulates completion of the project within 30 working days of the notice to proceed if the contract is awarded as recommended. Temporary construction easements over four adjoining properties will be required in order for the work to be performed. The Government Code allows the Board to delegate the authority to accept such interests in real property to one or more officers or agents. The proposed resolution would authorize the Public Works Director to accept the necessary easements for the project.

Please contact me at 760.932.5457 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE  
Senior Engineer

Attachment: Exhibit 1 – Bid Tabulation  
Exhibit 2 – Resolution Delegating Authority to Accept Construction Easements

Bid Tabulation  
**Aspen Road Culvert Replacement Project**  
 Monday, September 24, 2012

Item No.	Description	Qty	Unit	Conspec Incorporated
<b>BASE BID:</b>				
1	Mobilization	1	LS	\$7,500.00
2	Traffic Control (including all resources needed to maintain access during construction)	1	LS	\$7,500.00
3	Temporary Stream Construction Measures	1	LS	\$13,500.00
4	Silt Fence	150	LF	\$15.00
5	Fiber Rolls	150	LF	\$15.00
6	Aggregate Base	20	CY	\$40.00
7	3" H/MAC Overlay	16	TON	\$300.00
8	12" Diameter PVC Storm Drain	20.0	LF	\$100.00
9	12" Diameter Corrugated Metal Pipe Culvert	16.5	LF	\$100.00
10	12" Flared End Sections	4	EA	\$250.00
11	60" Diameter Corrugated Metal Pipe Culvert	46	LF	\$1,250.00
12	Cast in Place Concrete Headwalls	30	CY	\$1,000.00
13	Culvert Markers	2	EA	\$250.00
<b>BIDDER'S GRAND TOTAL:</b>				<b>\$131,250.00</b>
				<b>\$0.00</b>



RESOLUTION NO. R12-\_\_\_\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ACCEPT AND CONSENT TO RECORDATION OF TEMPORARY CONSTRUCTION EASEMENTS NECESSARY FOR THE ASPEN ROAD CULVERT REPLACEMENT PROJECT**

**WHEREAS**, pursuant to California law, deeds or grants conveying an interest in real property to a government agency may not be recorded without the consent of the government agency; and

**WHEREAS**, Government Code Section 27281 allows the legislative body of the government agency to authorize one or more officers or agents to accept and consent to the recordation of such deeds or grants; and

**WHEREAS**, the Board of Supervisors wishes to authorize the Public Works Director to accept and consent to the grant of temporary construction easements on properties adjacent to the Aspen Road Culvert, as necessary for construction of the Aspen Road Culvert Replacement Project;

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

**SECTION ONE:** The Public Works Director is hereby authorized to accept and consent to the recordation of temporary construction easements granted to the County as necessary for construction of the Aspen Road Culvert Replacement Project.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Vikki Magee-Bauer, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

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<b>MEETING DATE</b>	October 2, 2012	<b>DEPARTMENT</b>	Public Works - Engineering Division
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	10 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Garrett Higerd
<b>SUBJECT</b>	Program Supplement Agreement for the Chalfant Streets Rehabilitation Project		

---

### AGENDA DESCRIPTION:

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

This project will rehabilitate County maintained streets in Chalfant.

---

### RECOMMENDED ACTION:

Consider and potentially adopt proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0J30 Rev. 000 to Administering Agency- State Master Agreement No. 00187S for the Chalfant Streets Rehabilitation Project."

---

### FISCAL IMPACT:

Total project cost is \$1,484,000 to be paid by the Road Fund and reimbursed by the State. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Chalfant Streets Rehabilitation Project (Plans, Specs and Estimate \$65,000 and Construction \$1,419,000).

---

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760.932.5457 / ghigerd@mono.ca.gov

---

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

**SEND COPIES TO:**

## MINUTE ORDER REQUESTED:

YES  NO

---

## ATTACHMENTS:

Click to download

- [📄 Staff Report](#)
  - [📄 Exhibit 1 Draft Resolution](#)
  - [📄 Exhibit 2 Program Supplement](#)
  - [📄 Exhibit 3 Project Location Sketch](#)
- 

### History

Time	Who	Approval
9/17/2012 11:38 AM	County Administrative Office	Yes
9/26/2012 11:52 AM	County Counsel	Yes
9/17/2012 11:41 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:** October 2, 2012  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Senior Engineer  
**Re:** Program Supplement Agreement for the Chalfant Streets Rehabilitation Project

**Recommended Action:**

Consider and potentially adopt proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0J30 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the Chalfant Streets Rehabilitation Project."

**Fiscal Impact:**

Total project cost is \$1,484,000 to be paid by the Road Fund and reimbursed by the State. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Chalfant Streets Rehabilitation Project (Plans, Specs and Estimate \$65,000 and Construction \$1,419,000).

**Background:**

The attached Program Supplement will provide the State with authorization to reimburse Mono County for the plans, specifications, and estimate phase of the Chalfant Streets Rehabilitation Project. The Program Supplement Agreement also allows for reimbursement for future phases of the project once Authorizations to Proceed are approved.

Please contact me at 760.932.5457 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,

Garrett Higerd, PE  
Senior Engineer

Attachments: Exhibit 1 – Draft Resolution for the Program Supplement  
Exhibit 2 – Program Supplement No. 0J30 Rev. 000  
Exhibit 3 – Location Sketch for Chalfant Streets Rehabilitation Project



**RESOLUTION NO. R12-**

**A RESOLUTION OF THE  
MONO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA,  
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 0J30 REV. 000  
TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00187S  
FOR THE  
CHALFANT STREETS REHABILITATION PROJECT**

**WHEREAS**, consistent with applicable sections of the California Streets and Highways Code and the State Transportation Improvement Program Guidelines, Mono County has been allocated State funds to be utilized for the rehabilitation of streets and drainage improvements in the community of Chalfant, and

**WHEREAS**, in order to receive said funding the County must approve and process a “Program Supplement Agreement” and designate a County Official to execute and process said documents.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors has reviewed and hereby approves “Program Supplement No. 0J30 Rev. 000 to Administering Agency–State Master Agreement No. 00187S” concerning the Chalfant Streets Rehabilitation Project, and

**BE IT ALSO RESOLVED**, that the Mono County Director of Public Works is hereby designated as the County Official authorized to execute and process the afore-referenced document; and to execute and process future requests of this nature which will lead to the timely reimbursement of County funds associated with this project.



**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3151  
Fax (916) 653-7621



File : 09-MNO-0-CR  
RPL-5947(046)  
Various streets in the community of  
Chalfant

September 7, 2012

Mr. Garrett Higerd  
Senior Engineer  
Mono County  
P.O. Box 457  
Bridgeport, CA 93517



Dear Mr. Higerd:

Enclosed are two originals of the Program Supplement Agreement No. 0J30 Rev. 000 to Administering Agency-State Master Agreement No. 00187S.

**Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.**

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

BARRY LEAMING, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(09) DLAE - Ryan Dermody

**PROGRAM SUPPLEMENT NO. J30**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO 00187S**

**Adv Project ID**                      **Date:** August 30, 2012  
 0912000067                      **Location:** 09-MNO-0-CR  
    **Project Number:** RPL-5947(046)  
    **E.A. Number:**  
    **Locode:** 5947

This Program Supplement, effective 06/28/2012, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00187S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of \_\_\_\_\_ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

Various streets in the community of Chalfant

**TYPE OF WORK:** Road rehabilitation

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$65,000.00	\$65,000.00		\$0.00	\$0.00

MONO COUNTY

STATE OF CALIFORNIA  
 Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_  
 Chief, Office of Project Implementation  
 Division of Local Assistance

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee                      Date 9/4/12                      \$65,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components, made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components, will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

2. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.
3. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
4. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
5. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the award. Failure to do so will cause delay in processing the invoices for the construction component. As a minimum, the award information should have the following: Project number, project description, PPNO, date the project was advertised, award amount, bid opening date, award date and estimated completion date.
6. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

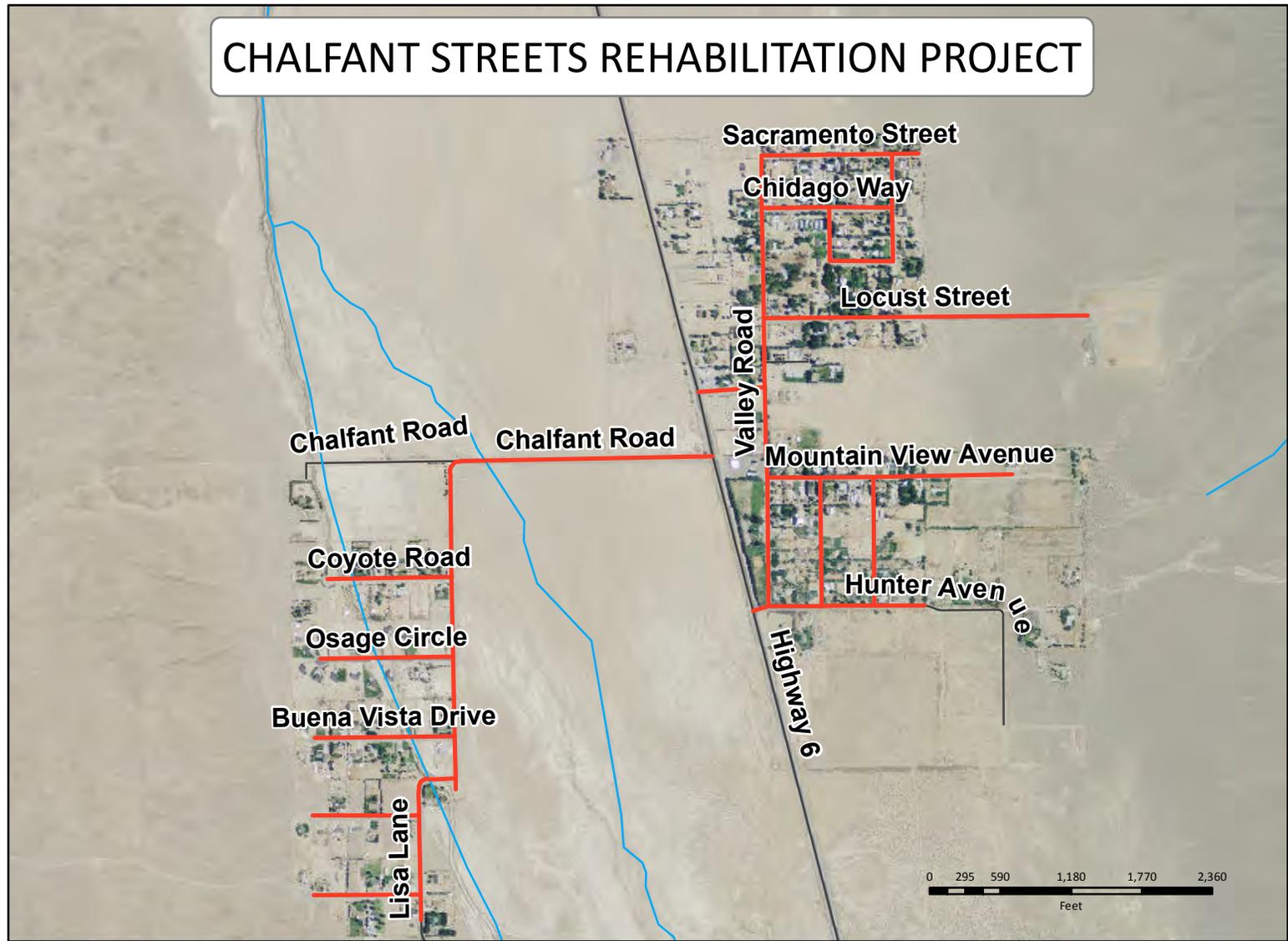
**SPECIAL COVENANTS OR REMARKS**

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

7. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY shall not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).

# CHALFANT STREETS REHABILITATION PROJECT



## Exhibit 3

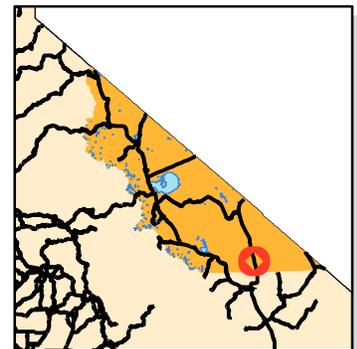
October 2, 2012



Mono County GIS  
 PO Box 7657  
 Mammoth Lakes, CA 93546  
 (760) 924-1819  
 gis.mono.ca.gov

## Legend

— County Streets Included in Project Description



The information contained on this map is for reference purposes only and is in no way intended to serve as a legal description of property or other boundaries. The information on this map is subject to change without notice. This map is not to be reproduced or re-used without the prior permission of Mono County.

Map created by: ghigerd on 9/17/2012

J:\COMMON\@WORK\ROAD PROJECTS\STIP\STIP PROJECTS\Chalfant Streets STIP\Chalfant Streets - STIP Programming\ChalfantStreetsRehab.mxd





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 2, 2012

**DEPARTMENT** Public Works - Engineering  
Division

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD** Garrett Higerd

**SUBJECT** Program Supplement  
Agreement for the June Lake  
Streets Rehabilitation Project

### AGENDA DESCRIPTION:

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

This project will rehabilitate County maintained streets in June Lake.

### RECOMMENDED ACTION:

Consider and potentially adopt proposed resolution #R12-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0J31 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the June Lake Streets Rehabilitation Project."

### FISCAL IMPACT:

Total project cost is \$3,694,000 to be paid by the Road Fund and reimbursed by the State. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for costs related to the June Lake Streets Rehabilitation Project (Environmental and Permits \$37,000; Plans, Specs and Estimate \$242,000; Right of Way \$60,000; and, Construction \$3,355,000).

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760.932.5457 / ghigerd@mono.ca.gov

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

**SEND COPIES TO:**

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

**ATTACHMENTS:**

Click to download

- [Staff Report](#)
  - [Exhibit 1 Draft Resolution](#)
  - [Exhibit 2 Program Supplement](#)
  - [Exhibit 3 Project Location Sketch](#)
- 

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/17/2012 11:38 AM	County Administrative Office	Yes
9/26/2012 11:59 AM	County Counsel	Yes
9/17/2012 11:41 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

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

**Date:** October 2, 2012  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Senior Engineer  
**Re:** Program Supplement Agreement for the June Lake Streets Rehabilitation Project

**Recommended Action:**

Consider and potentially adopt proposed resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0J31 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the June Lake Streets Rehabilitation Project."

**Fiscal Impact:**

Total project cost is \$3,694,000 to be paid by the Road Fund and reimbursed by the State. Approval of the attached Resolution, along with execution of the Program Supplement, will authorize the State to disburse the appropriate funds necessary to reimburse the County for costs related to the June Lake Streets Rehabilitation Project (Environmental and Permits \$37,000; Plans, Specs and Estimate \$242,000; Right of Way \$60,000; and, Construction \$3,355,000).

**Background:**

The attached Program Supplement will provide the State with authorization to reimburse Mono County for the environmental phase of the June Lake Streets Rehabilitation Project. The Program Supplement Agreement also allows for reimbursement for future phases of the project once Authorizations to Proceed are approved.

Please contact me at 760.932.5457 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,

Garrett Higerd, PE  
Senior Engineer

Attachments: Exhibit 1 – Draft Resolution for the Program Supplement  
Exhibit 2 – Program Supplement No. 0J31 Rev. 000  
Exhibit 3 – Location Sketch for June Lake Streets Rehabilitation Project



**RESOLUTION NO. R12-**

**A RESOLUTION OF THE  
MONO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA,  
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 0J31 REV. 000  
TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00187S  
FOR THE  
JUNE LAKE STREETS REHABILITATION PROJECT**

**WHEREAS**, consistent with applicable sections of the California Streets and Highways Code and the State Transportation Improvement Program Guidelines, Mono County has been allocated State funds to be utilized for the rehabilitation of streets and drainage improvements in the community of June Lake, and

**WHEREAS**, in order to receive said funding the County must approve and process a “Program Supplement Agreement” and designate a County Official to execute and process said documents.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Supervisors has reviewed and hereby approves “Program Supplement No. 0J31 Rev. 000 to Administering Agency–State Master Agreement No. 00187S” concerning the June Lake Streets Rehabilitation Project, and

**BE IT ALSO RESOLVED**, that the Mono County Director of Public Works is hereby designated as the County Official authorized to execute and process the afore-referenced document; and to execute and process future requests of this nature which will lead to the timely reimbursement of County funds associated with this project.

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**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of October 2012, by the following vote of the Board of Supervisors, County of Mono:

- AYES :**
- NOES :**
- ABSENT :**
- ABSTAIN :**

DRAFT  
 Vikki Bauer, Chair  
 Mono County Board of Supervisors

ATTEST:

Approved as to Form:

DRAFT  
 Lynda Roberts  
 Clerk of the Board

DRAFT  
 County Counsel

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3151  
Fax (916) 653-7621



September 7, 2012

File : 09-MNO-0-CR

RPL-5947(047)

Various streets in the community of  
June Lake

Mr. Garrett Higerd  
Senior Engineer  
Mono County  
P.O. Box 457  
Bridgeport, CA 93517

Dear Mr. Higerd:

Enclosed are two originals of the Program Supplement Agreement No. 0J31 Rev. 000 to Administering Agency-State Master Agreement No. 00187S.

**Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.**

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in blue ink that reads "Barry Leaming".

BARRY LEAMING, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(09) DLAE - Ryan Dermody

**PROGRAM SUPPLEMENT NO. J31**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO 00187S**

**Adv Project ID**                      **Date:** August 30, 2012  
0912000069                              **Location:** 09-MNO-0-CR  
   **Project Number:** RPL-5947(047)  
   **E.A. Number:**  
   **Locode:** 5947

This Program Supplement, effective 06/28/2012, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00187S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of \_\_\_\_\_ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

Various streets in the community of June Lake

**TYPE OF WORK:** Road rehabilitation, curb, gutter, storm drains, and underdrains

Estimated Cost	State Funds		Matching Funds		
	STATE	\$37,000.00	LOCAL		OTHER
\$37,000.00			\$0.00		\$0.00

**MONO COUNTY**

**STATE OF CALIFORNIA**  
**Department of Transportation**

**By** \_\_\_\_\_

**By** \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**Attest** \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** \_\_\_\_\_

*Jennie Yee*

**Date** \_\_\_\_\_

*8/4/12*

\$37,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components, made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components, will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

2. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.
3. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
4. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
5. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the award. Failure to do so will cause delay in processing the invoices for the construction component. As a minimum, the award information should have the following: Project number, project description, PPNO, date the project was advertised, award amount, bid opening date, award date and estimated completion date.
6. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

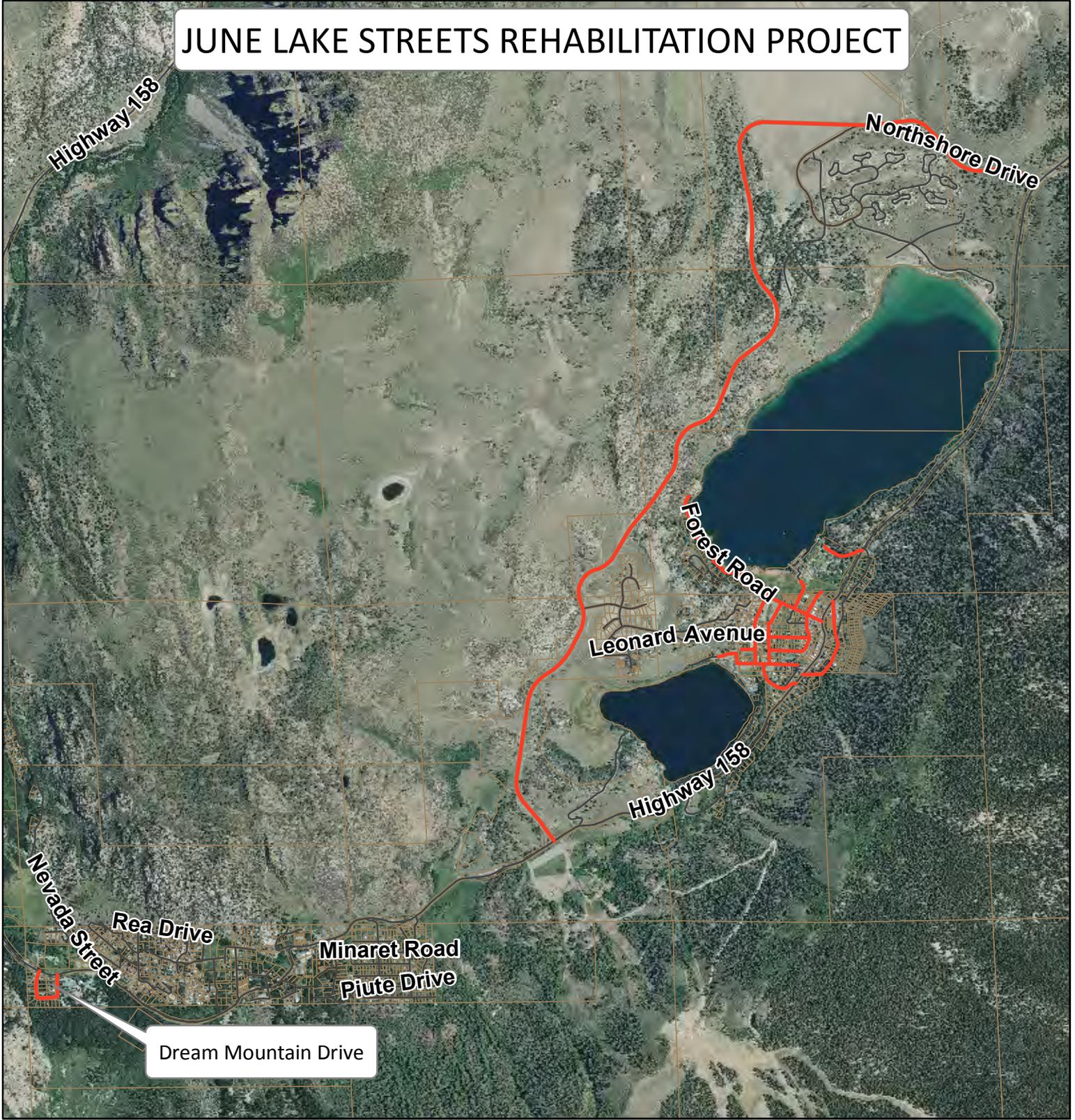
**SPECIAL COVENANTS OR REMARKS**

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

7. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY shall not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).

# JUNE LAKE STREETS REHABILITATION PROJECT



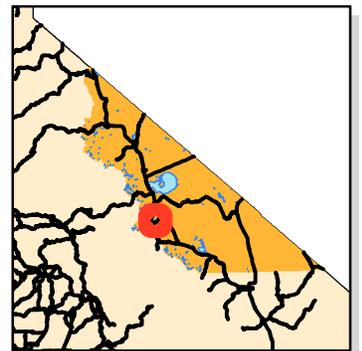
## Exhibit 3A

October 2, 2012



Mono County GIS  
 PO Box 7657  
 Mammoth Lakes, CA 93546  
 (760) 924-1819  
 gis.mono.ca.gov

County Streets Included in Project Description



The information contained on this map is for reference purposes only and is in no way intended to serve as a legal description of property or other boundaries. The information on this map is subject to change without notice. This map is not to be reproduced or re-used without the prior permission of Mono County.



# JUNE LAKE STREETS REHABILITATION PROJECT



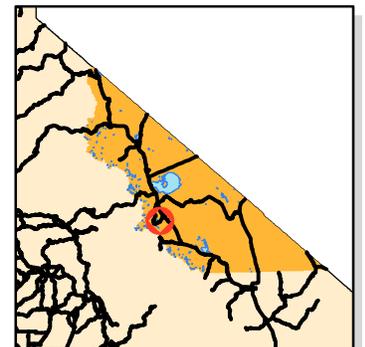
## Exhibit 3B

October 2, 2012



Mono County GIS  
 PO Box 7657  
 Mammoth Lakes, CA 93546  
 (760) 924-1819  
 gis.mono.ca.gov

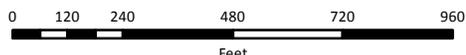
County Streets Included in Project Description



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Map created by: ghigerd on 9/17/2012

J:\COMMON\@WORK\ROAD PROJECTS\STIP\STIP PROJECTS\June Lake Streets STIP\June Lake Streets - STIP Programming\June Lake Streets - EXHIBIT3B.mxd





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	October 2, 2012	<b>DEPARTMENT</b>	Information Technology
<b>ADDITIONAL DEPARTMENTS</b>	County Counsel		
<b>TIME REQUIRED</b>	30 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Nate Greenberg
<b>SUBJECT</b>	Digital 395 Project Evaluation - Process and Policies		

### AGENDA DESCRIPTION:

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

Review draft policies and evaluation process that support the review of Last Mile projects, particularly with regard to desired technology and distribution methods.

### RECOMMENDED ACTION:

Receive feedback and direction from Board for changes to policies and procedures.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Nate Greenberg

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

**Click to download**

- [📄 Staff Report](#)
- [📄 Section x.010](#)
- [📄 Chapter 11](#)
- [📄 Visual](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/24/2012 8:51 AM	County Administrative Office	Yes
9/25/2012 10:21 AM	County Counsel	Yes
9/24/2012 9:19 AM	Finance	Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

---

P.O. Box 7657 - MAMMOTH LAKES, CALIFORNIA 93546  
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*Clay Neely*  
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To: Honorable Board of Supervisors

From: Nate Greenberg, GIS Coordinator & Digital 395 Project Manager

Date: September 22, 2012

**Subject**

Digital 395 – LMPP : Project Evaluation Process & Policies

**Recommendation**

Provide feedback and direction on draft policies and evaluation process with respect to desired technology & distribution methods of Last Mile projects.

**Discussion**

Following on the discussion and direction from the last workshop, this item will provide the Board with some draft language and process to be used by staff when reviewing future Last Mile projects. The main focus of these policies and processes is to establish a consistent set of standards that providers can look to with respect to technology and distribution choices.

The policies support the County's desire to implement the 'gold standard' of Broadband (Fiber-to-the-Premise with underground distribution), balanced against the understanding that this will not always be possible or practical. The evaluation process will outline how projects will be reviewed for approval, and the framework that supports the use of a Director's Review versus a Use Permit when evaluating projects.

**Fiscal Impact**

None

## BROADBAND DEPLOYMENT & IMPLEMENTATION

### GOAL:

Facilitate the distribution of the best broadband service possible, to as many users within community areas and key transportation corridors as possible, in a timely manner that minimizes impacts to visual and natural resources.

**Objective A** : Work with providers to deliver the best service possible.

Policy 1 : New broadband implementations shall exceed standards set by the California Advanced Services Fund (CASF) for 'Served' communities.<sup>1</sup>

*Action 1.1 : Monitor current CASF standard for broadband speeds and make providers aware of this standard.*

*Action 1.2 : Require providers to perform and submit speed tests from customer end-points on a regularity basis.*

Policy 2 : Utilize the Best Available Technology for new projects.

*Action 2.1 : Look to high capacity wireline solutions (e.g. Fiber-to-the-Premise) before lower capacity solutions.*

*Action 2.2 : Look to wireless solutions only when wireline is impractical.*

*Action 2.3 : Evaluate technology based on (a) quality of service; (b) deployment timeline; (c) impact on the environment and visual character; and (d) cost. Look to strike a balance between these given the population and area being served.*

Policy 3 : Establish and maintain Customer Service Standards.

*Action 3.1 : Ensure that all providers doing business in Mono County possess a current Business License, and are current on all applicable Franchise Licenses, and Franchise Fee payments.*

*Action 3.2 : Maintain a library of Customer Service Standards for all providers doing business in Mono County.*

*Action 3.3 : Periodically review standards and providers' performance within service areas.*

**Objective B** : Work with providers to deploy broadband to as many community areas and key transportation corridors as possible.

Policy 1 : Work with providers and other entities to develop projects which deliver high quality broadband service to all communities.

*Action 1.1 : Establish and maintain a list of high priority communities that can be referenced by providers when looking to build new projects.*

*Action 1.2 : Coordinate and work with Eastern Sierra Connect Regional Broadband Consortium (ESCRBC) to find funding opportunities for providers interested in building projects in 'Unserved' and 'Underserved' communities.*

*Action 1.3 : Recognize Cost-Benefit and Return On Investment economic realities with respect to technology choices and the value of extending broadband service to areas that were previously 'Unserved' or 'Underserved'.*

*Action 1.4: Look for opportunities to establish wireless Internet access in other rural or outlying areas for the purpose of enhancing Health & Safety or other Economic Development purposes where wireline is determined to be impractical.*

**Objective C** : Minimize the impact on the environment and scenic resources while implementing projects.

Policy 1 : Choose distribution methodologies that cause the least environmental and visual impact.

*Action 1.1 : Look for underground opportunities in all project areas before considering overhead options.*

*Action 1.2 : Follow policies and procedures set forth in the Mono County General Plan with respect to overhead distribution lines, including Chapter 11.*

*Action 1.3 : Install tower & antennas for wireless distribution in inconspicuous locations consistent with Mono County design guidelines, General Plan requirements, and CEQA.*

Policy 2 : Co-locate facilities and infrastructure to avoid proliferation and choose sites carefully to encourage best coverage possible.

*Action 2.1 : Utilize existing wireline infrastructure (through fiber swaps, use of existing Digital 395 backbone, etc.) before constructing new wirelines. If going overhead, use existing poles where feasible.*

*Action 2.2 : Place new wireline infrastructure in existing underground conduit before installing new conduit.*

*Action 2.3 : Place new telecom facilities and infrastructure on properties or at sites where other facilities exist before looking for new locations.*

*Action 2.4 : Carefully evaluate new telecom sites so as to provide the best possible service and coverage area for the project.*

**Policy 3** : Minimize impacts to visual and natural resources while installing new distribution lines or implementing projects.

*Action 3.1 : Install new wireline infrastructure underground in conformity with Mono County Code and General Plan Guidelines.*

*Action 3.2 : Install new distribution lines underground within scenic highway corridors, unless a variance is granted for overhead installation.*

*Action 3.3 : Install overhead distribution lines in the least conspicuous manner possible consistent with Mono County design guidelines, General Plan requirements, and CEQA.*

*Action 3.4 : Use existing utility corridors and common poles wherever possible, when overhead distribution as been determined to be appropriate.*

*Action 3.5 :Install new poles only to avoid environmentally sensitive areas and in conformity with Mono County Code and General Plan Guidelines.*

*Action 3.6 : Look toward wireless distribution or other route options before installing new poles.*

*Action 3.7 : Recognize Cost-Benefit and Return On Investment economic realities with respect to distribution choices, and the value of getting broadband service to areas that were previously 'Unserved' or 'Underserved'.*

*Action 3.8 : Recognize the impact on project timeframes and implementation schedules of underground vs. overhead distribution to 'Unserved' and 'Underserved' areas.*

<sup>1</sup> California Advanced Services Fund is a division of the California Public Utilities Commission (CPUC) and is responsible for increasing broadband adoption in hard to reach areas of California. More information at <http://www.cpuc.ca.gov/PUC/Telco/Information+for+providing+service/CASF/index.htm>.

## DEVELOPMENT STANDARDS

### CHAPTER 11 – UTILITIES

**Sections:**

- |               |                                    |
|---------------|------------------------------------|
| <b>11.010</b> | <b>Placement of Utility Lines.</b> |
| <b>11.020</b> | <b>Alternative Energy Systems</b>  |

**11.010 Placement of Utility Infrastructure.**

- A. Exemption for Regulated Public Utilities.  
The provisions of this section shall not apply to distribution and transmission lines owned and operated as part of the statewide electrical network regulated by the California Public Utilities Commission (PUC). The authority for this exemption is set forth in the California Constitution, Article XII, Section 8, which vests exclusive regulatory authority over the distribution and transmission lines of these utilities in the California Public Utilities Commission.
- B. Uses Permitted.  
Underground facilities for the distribution of gas, water, sewer, telephone, television, communications and electricity shall be allowed in all designations.
- C. Definitions.  
For the purposes of this section, the following definitions shall apply:
- "Individual development"** means an individual development project, such as a single-family residence and/or Accessory Dwelling Unit, a garage, a single commercial use, one apartment building, or similar uses. It does not mean a subdivision, land division, condominium development, or development of more than one detached unit at the same time.
- "Overhead utility lines"** means utility distribution lines that are installed above ground, either overhead, in an above ground conduit, or in some other manner.
- "Subdivision"** means the division of any unit or units of improved or unimproved land as further defined in Section 02.1520 and the Mono County Subdivision Ordinance.
- "Utility"** means gas, water, sewer, telephone, television, communications and electricity.
- D. Utility Distribution Lines to Individual Development.  
Utility distribution lines to an individual development shall be installed underground, unless the applicant has obtained a Director Review Permit with Notice for overhead installation, in the manner specified in Chapter 31, Director Review Processing. For projects that require a use permit, the application for overhead utility lines shall be processed as part of the use permit application.

Prior to considering issuance of a permit, planning staff shall work with the applicant to site and design the project in a manner that avoids or minimizes the

use of overhead lines, and that avoids or minimizes the impacts of overhead lines. Consideration should be given to combining lines whenever possible.

In granting a permit for overhead utility lines, the Community Development Director (Director) or the Planning Commission (Commission) shall make one of the following findings, in addition to the required Director Review or Use Permit findings:

1. The overhead line placement will not significantly disrupt the visual character of the area. In making this determination, the Director or the Commission shall consider the following:
  - a. In areas without a number of existing overhead lines in the immediate vicinity, would overhead lines create the potential for a significant cumulative visual impact; i.e., would allowing an overhead line be likely to result in future requests for additional overhead lines in the area? If so, it may be determined that an overhead line will have a significant impact on the visual character of the area.
  - b. Does the topography or vegetation in the area effectively screen the proposed lines? If so, then an additional line may not significantly disrupt the visual character of the area.
  - c. Are there other potential alignments that would have less visual impact?
  - d. Does the project reduce the overall number of overhead lines and poles in the area? If so, it may be determined that an overhead line will not have a significant impact on the visual character of the area.

The Director or the Commission may consider additional information pertaining to the visual character of the area which is deemed relevant to the application.

2. The placement of utility lines above ground is environmentally preferable to underground placement. In making this determination, the Director or the Commission shall consider the following:
  - a. Will underground placement disturb an environmentally sensitive area, including but not limited to the following: cultural resource sites, significant wildlife habitat or use areas, riparian or wetland areas, or shallow groundwater? If so, above-ground placement may be preferable.
  - b. Will underground placement require disturbance of a waterway, including perennial, intermittent and seasonal streams? If so, above-ground placement may be preferable.
  - c. Will underground placement increase the utility line's exposure to environmental hazards, such as flood hazards, fault hazards or liquefaction? If so, above-ground placement may be preferable.
  - d. Are there other potential alignments that would avoid potential environmental impacts?

The Director or the Commission may consider additional information pertaining to the environmental sensitivity of the area which is deemed relevant to the application.

3. The installation of underground utilities would create an unreasonable financial hardship on the applicant due to the unique physical characteristics of the property. In making this determination, the Director or the Commission shall consider the following:
  - a. Is the cost of the line to be installed excessive?
  - b. Will the installation of underground utilities require trenching under a stream bed?
  - c. Will the installation of underground utilities require unreasonable trenching or blasting through rock?
  - d. Are there alternate alignments that would eliminate or significantly lessen the financial hardship?

The Director or the Commission may consider other site specific financial hardships deemed relevant to the application.

4. The exclusive purpose of the overhead line is to serve an agricultural operation.

For the purposes of this section, agricultural operations are defined as use of the land for the production of food and fiber, including the growing of crops and grazing of livestock. Above-ground utility lines may be permitted for agricultural uses such as pumps and similar uses.

**E. Utility Distribution Lines for Subdivisions.**

Utility distribution lines for all subdivisions and land divisions shall be installed underground, unless a specific hardship can be demonstrated (see # 3 above). If a specific hardship can be demonstrated, overhead installation may be allowed subject to approval of a variance (see Ch. 33, Variance Processing).

Subdivisions may be required to underground the feeder distribution line to the subdivision. An assessment district, or a similar mechanism, may be established for this purpose as a condition of the tract map approval.

**F. Use Permit.**

Other utility (municipal, private, and if applicable, public utilities not regulated by the PUC) distribution lines, transmission lines and corridors, towers, electrical substations, repeater stations, pumping stations, and uses accessory thereto, including microwave facilities, may be allowed in all districts subject to first securing a use permit, in the manner specified in Chapter 32, Use Permit Processing.

**G. Exceptions.**

In the event that any regulations of the Public Utilities Commission or any other agency of the state with jurisdiction over utilities conflicts with the provisions of land use designations and the land development regulations, the regulations of the state shall apply, to the extent that the same are conflicting.

H. Locational Requirements.

Whether or not a utility is subject to any permitting requirements as delineated in subsections A to G, above, all new utility distribution lines, transmission lines, corridors, rights of way, towers, electrical substations, repeater stations, pumping stations, cell/communication towers and uses accessory thereto, including microwave facilities, shall comply with the policies of this General Plan and applicable area or specific plans.

I. Cellular and Wireless Towers

Towers erected for the purposes of providing communications through wireless or cellular technologies are permitted in all land use designations subject to a use permit. These towers shall exhibit substantial compliance with the following, unless such substantial compliance would result in an effective prohibition of the provision of wireless communication facilities, or in unreasonable discrimination against a provider of wireless communication facilities, as defined in the Telecommunications Act of 1996:

1. Visual mitigations strategies included in the Mono County Design Guidelines.
2. Cellular and wireless towers shall bond for the reclamation of the site in the event that the infrastructure has not been utilized for a period of three years.
3. Towers shall be sited only when there is an identified service provider who has proved a need for the facility.
4. Facilities shall be co-located to minimize the number of towers
5. Cell tower operators shall be required to verify compliance with the FCC's RF Emission Standards.

**11.020 Alternative Energy Systems**

Alternative Energy Systems are accessory uses that generate power for no less than 80% on-site consumption. Systems that generate power beyond this threshold for sale, or for off-site consumption, may be permitted through use permit.

A. Solar Thermal and Solar Photovoltaic.

Solar thermal and solar photovoltaic systems are permitted in accordance with the California Solar Rights Act, through the issuance of a ministerial building permit.

The systems must comply with all structural, plumbing and electrical requirements of the current version of the California Building Code.

Ground-mounted systems are considered structures for the purposes of determining setbacks and lot coverage.

B. Wind Energy Systems

Wind systems are permitted in Mono County pursuant to Chapter 20.05 of the Mono County Code pertaining to Small Wind Energy Systems.

*Action 2.3:* Encourage that all built-in heating systems and electrical appliances sold in conjunction with new residential and commercial buildings be evaluated and rated for energy efficiency.

*Action 2.4:* Enforce the energy conservation provisions of the Uniform, Plumbing, and Mechanical Codes, as well as those in the California Code of Regulations, Title 22, Part 6.

*Action 2.5:* Ensure that future applicable codes and ordinances reflect energy efficiency in land use matters.

## **VISUAL RESOURCES**

**GOAL: Protect and enhance the visual resources and landscapes of Mono County.**

### **Objective A**

Maintain and enhance visual resources in the county.

Policy 1: In order to protect and enhance important scenic resources and scenic highway corridors as identified in the **MEA**, designate such areas throughout the county for Open Space, Agriculture, Resource Management, or similar low intensity uses.

*Action 1.1:* Identify important scenic resources, including scenic highway corridors, in the **MEA**.

Policy 2: Coordinate county visual resource policies with federal and state visual policies and objectives.

*Action 2.1:* Work with federal, state, local, and other appropriate organizations to review and coordinate the protection and enhancement of the county's scenic resources.

Policy 3: Preserve the visual identity of areas outside communities.

*Action 3.1:* Concentrate future development in or adjacent to existing communities.

*Action 3.2:* Retain the rural character of areas outside existing communities by restricting development to low intensity uses; high intensity uses outside communities may be permitted only through the Specific Plan or PUD process.

*Action 3.3:* Avoid the inclusion of scenic areas within spheres of influence for urban service providers.

*Action 3.4:* Provide opportunities for consideration of additional development in scenic areas in exchange for permanent open space preservation.

Policy 4: Protect significant scenic areas by maintaining land in those areas in public ownership.

*Action 4.1:* Encourage the use of federal and state designations that recognize significant scenic areas.

*Action 4.2:* Encourage the transfer of ownership of visually significant private land to public land management agencies or land conservation organizations for the purpose of preserving scenic resources.

*Action 4.3:* Encourage private landowners with visually significant property to grant or sell a conservation easement to a land conservation organization to protect the land as open space.

*Action 4.4:* Continue to use land use regulations and subdivision regulations to preserve open space for scenic purposes.

*Action 4.5:* Conserve scenic highway corridors by maintaining and expanding large lot land use designations in areas within view of scenic highways.

Policy 5: Restore visually degraded areas when possible.

*Action 5.1:* Promote reclamation of existing quarry sites to natural conditions following exhaustion of the mineral resource.

*Action 5.2:* Work with existing uses to mitigate the adverse visual impacts of those uses; e.g., by painting, landscaping, or otherwise screening the use.

*Action 5.3:* Encourage private restoration of disturbed sites.

*Action 5.4:* Consider visual impacts during the Grading Permit Process.

*Action 5.5:* Require the restoration of disturbed sites following construction, but prior to issuance of a Certificate of Occupancy.

Policy 6: Restore abandoned scenic highways.

*Action 6.1:* Require the governmental entity responsible for the scenic highway abandonment to restore the roadway and adjacent area to a condition comparable to surrounding lands.

**Objective B**

Maintain a countywide system of state and county designated scenic highways<sup>6</sup>.

Policy 1: Maintain existing state designated scenic highways.

*Action 1.1:* Enforce required regulations for protection of roadways designated as state scenic highways.

*Action 1.2:* Work with appropriate agencies to protect visual resources within existing designated scenic highway corridors<sup>7</sup>.

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<sup>6</sup>**Scenic Highway** - Any freeway, highway, road, street, boulevard, or other public right of way that traverses an area of unusual scenic quality and has been designated as a Scenic Highway by the county Board of Supervisors and/or the State of California.

*Action 1.3:* Work with Caltrans to ensure that state scenic highways are properly signed.

Policy 2: Seek state scenic highways designation for additional mileage in Mono County.

*Action 2.1:* Apply to Caltrans for designation of additional Mono County roadways as state scenic highways.

Policy 3: Maintain existing county adopted scenic highways.

*Action 3.1:* Study the feasibility and desirability of a county signing program for county adopted scenic highways.

Policy 4: Designate additional mileage for the county adopted scenic highway system.

*Action 4.1:* Designate Rock Creek Road as a county scenic highway.

Policy 5: Seek state designation of county adopted scenic highways as official county scenic highways.

*Action 5.1:* Apply to Caltrans for designation of county adopted scenic highways as official county scenic highways.

Policy 6: Support designation of appropriate highways as National Scenic Byways.

**Objective C**

Ensure that development is visually compatible with the surrounding community, adjacent cultural resources, and/or natural environment.

Policy 1: Future development projects shall avoid potential significant visual impacts or mitigate impacts to a level of non-significance, unless a statement of overriding considerations is made through the EIR process.

*Action 1.1:* Future development projects with the potential to have a substantial, demonstrable negative aesthetic effect shall provide a visual impact analysis prior to project approval. Examples of a substantial, demonstrable negative aesthetic effect include:

- a. Reflective materials;
- b. Excessive height and/or bulk;
- c. Standardized designs that are utilized to promote specific commercial activities and that are not in harmony with the community atmosphere;

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<sup>7</sup>**Scenic Highway Corridor** - The area of land generally adjacent to (within 1,000 feet) and visible from the highway, which requires protective measures to ensure perpetuation of its scenic qualities. Scenic Highway Routes consist of both the public right of way and the scenic corridor.

- d. Architectural designs and features that are incongruous to the community or area and/or that significantly detract from the natural attractiveness of the community or its surroundings;
- e. Dust or steam plumes; and
- f. Excessive night lighting.

The analysis shall:

- a. be funded by the applicant;
- b. be prepared by a qualified person under the direction of Mono County;
- c. assess the visual environment in the general project vicinity;
- d. describe the impacts of the proposed development upon views and scenic qualities within the project site and on surrounding areas; and
- e. recommend project alternatives or measures to avoid or mitigate visual impacts.

Mitigation measures shall be included in the project plans and specifications and shall be made a condition of approval for the project.

Policy 2: Future development shall be sited and designed to be in scale and compatible with the surrounding community and/or natural environment,

*Action 2.1:* Develop design guidelines for residential, commercial, and industrial development projects. At a minimum, the following development standards shall apply:

- a. Projects should not dominate the natural environment, and should complement existing community character; the scale, design, and siting of a project should be appropriate for the setting;
- b. Building mass should be varied and should be appropriate for the surrounding community or area. Facades in commercial districts should be varied;
- c. Project siting and structural design should be sensitive to the climate, topography, and lighting of the surrounding environment;
- d. The design, color, and building materials for structures, fences, and signs shall be compatible with the natural environment and/or surrounding community;
- e. Visually offensive land uses shall be adequately screened through the use of landscaping, fencing, contour grading, or other appropriate measures;

- f. The visual impacts of parking areas shall be minimized through the use of landscaping, covered parking, siting that screens the parking from view, or other appropriate measures.
- g. Signs shall comply with the county's Sign Ordinance;
- h. Standardized commercial structures, design, and materials shall not be allowed (e.g., a "McDonald's" shall be designed with materials and finishes that harmonize with the surrounding area);
- i. Industrial areas shall be as compact as possible.
- j. Exterior lighting shall be shielded and indirect and shall be minimized to that necessary for security and safety;
- k. All new utilities shall be installed underground, in conformity to applicable provisions of the Mono County General Plan;
- l. Existing roads shall be utilized whenever possible. Construction of new roads should be avoided except where essential for health and safety;
- m. Earthwork, grading, and vegetative removals shall be minimized;
- n. All site disturbances shall be revegetated with a mix of indigenous species native to the site (based upon a pre-project species survey). A landscaping plan shall be submitted and approved for all projects.

*Action 2.2:* County staff may require project modifications as necessary to implement Policy 2 and Action 2.1 above.

*Action 2.3:* Encourage the establishment of Design Review Districts within community areas, in order to provide design guidelines that are more specific to each community.

*Action 2.4:* Encourage the use of the Scenic Combining District, in order to minimize the impacts of development in scenic areas outside communities, including in scenic highway corridors.

*Action 2.5:* Require the establishment of building envelopes during the subdivision process, where appropriate, to mitigate visual impacts.

*Action 2.6:* Work with federal and state agencies on development projects on their lands to ensure that potential adverse visual impacts are fully mitigated.

*Action 2.7:* Existing visually offensive land uses located within scenic highway corridors should be adequately landscaped or otherwise screened.

*Action 2.8:* Require any expansion of existing visually offensive land uses within scenic highway corridors to be adequately landscaped or otherwise screened.

*Action 2.9:* Require naturalistic drainage improvements where modifications to the natural stream way are required in scenic highway corridors. When feasible, do not place streams in underground drainage structures.

Policy 3: Proposed transmission and distribution lines shall be designed and sited to minimize impacts to natural and visual resources.

*Action 3.1:* Install utilities underground in conformity to the Mono County Code.

*Action 3.2:* Require that utilities for all new subdivisions be installed underground, unless specific hardships can be demonstrated in conformity to the Mono County Code.

*Action 3.3:* Install new utility lines underground within scenic highway corridors, unless a variance is granted for overhead installation.

*Action 3.4:* Pursue the establishment of underground utility districts within scenic highway corridors as a mechanism to place existing overhead lines underground.

*Action 3.5:* Apply to SCE for financial support to convert eligible overhead lines to underground utilities.

*Action 3.6:* Require that overhead utility lines proposed within a scenic highway corridor be located in the least conspicuous manner possible.

*Action 3.7:* Use existing utility corridors and common poles wherever possible.

*Action 3.8:* Enforce the policies in the Energy section of the Conservation/Open Space Element pertaining to the siting and design of transmission lines and fluid conveyance pipelines.

Policy 4: Promote revegetation and reforestation programs along county roads, including designated scenic highways.

*Action 4.1:* Seek funding and work with appropriate agencies to develop and implement revegetation and reforestation programs along county roads, including scenic highways.

Policy 5: Minimize the visual impact of signs within designated scenic highway corridors.

*Action 5.1:* Prohibit billboards and off-premises advertising signs within scenic highway corridors.

*Action 5.2:* Amend the Sign Ordinance to regulate the number, type, size, height, design, materials, color and texture of on-premise attached signs within scenic highway corridors.

*Action 5.3:* Require a use permit for all on-premise freestanding signs in scenic highways corridor.

*Action 5.4:* Amend the Sign Ordinance to clarify the amortization procedures for non-conforming signs.

Policy 6: Establish and implement roadway improvement standards for designated scenic highways.

*Action 6.1:* Make every effort to work within existing rights of way rather than constructing new roads through scenic areas.

*Action 6.2:* Ensure that aesthetics is a major consideration in the design of any new roads through scenic areas.

*Action 6.3:* In order to minimize the disruption that can result from the construction of a new road through a scenic area, clear cutting and hillside cuts should be avoided whenever possible.

**Objective D**

Heighten awareness of Mono County's unique visual environment.

Policy 1: Tourist facilities should be located to take advantage of scenic views.

*Action 1.1:* Work with federal, state, and local agencies to construct roadside turnouts with interpretive information for scenic vistas.

*Action 1.2:* Work with federal, state, and local agencies to develop a scenic vista signing program that marks scenic viewpoints from roadways.

Policy 2: Provide roadside improvements for designated county and state scenic highways.

*Action 2.1:* Work with appropriate agencies and individuals to develop scenic view areas and roadside stops whenever feasible within scenic highway corridors.

*Action 2.2:* Install bicycle lanes, equestrian trails and foot trails where appropriate along scenic highways.

*Action 2.3:* Protect and enhance all historical structures and points of interest and the visual state of their surroundings whenever possible within and adjacent to scenic highway corridors.

*Action 2.4:* Encourage the USFS, the BLM, and Caltrans to provide funding for roadside improvements.

Policy 3: Continue to conduct an anti-litter campaign along county roadways.

*Action 3.1:* Continue to provide pull-outs with garbage cans where appropriate along county roadways.

*Action 3.2:* Encourage participation in Caltrans' Adopt-A-Highway Program.

*Action 3.3:* Continue to enforce litter abatement laws, including fines.