

# Agenda



## County of Inyo Board of Supervisors

Board of Supervisors Room  
County Administrative Center  
224 North Edwards  
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

**Public Notices:** (1) 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) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

### November 7, 2017

8:30 a.m. 1. **PUBLIC COMMENT**

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (two cases).
3. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: Health and Human Services Director.
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
5. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8]** – Property: APN 010-490-12, Bishop, California. Agency Negotiators: Kevin Carunchio, County Administrator; and Marshall Rudolph, County Counsel. Negotiating Parties: Inyo County and Inyo County Development LLC. Under Negotiations: price and terms of payment.

#### **OPEN SESSION**

10:00 a.m. **PLEDGE OF ALLEGIANCE**

6. **REPORT ON CLOSED SESSION**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
9. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Brianne Chappell McGovern, Disaster Preparedness Prevention Specialist, Vanessa Ruggio, HHS Specialist IV, and Alexis Sarafik, Office Clerk III, Health and Human Services; and Benjamin C. Mitchell, Programmer/Analyst IV, Information Services.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

**DISTRICT ATTORNEY**

10. Request Board authorize the District Attorney's acceptance of a donation of Audio/Visual Recording Equipment from a private donor through Wild Iris Family Counseling and Crisis Center, pursuant to Inyo County Code Section 6.26.020.

**PUBLIC WORKS**

11. Request Board: A) approve the contract between the County of Inyo and TEAM, Inc. of Bishop, CA for Environment Services in an amount not to exceed \$67,000; and B) authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.

**SHERIFF**

12. Request Board: A) declare Dooley Enterprises, Inc. of Anaheim, CA a sole-source provider of Winchester ammunition; and B) authorize a purchase order to Dooley Enterprises, Inc. in the amount of \$18,480 for the purchase of ammunition.
13. Request Board: A) determine that Lt. Paul Baldwin's duty weapon is no longer required for public use pursuant to Inyo County Code Section 6.28.040B; and B) pursuant to Penal Code Section 26615, authorize Sheriff Lutze to sell a Glock Model 22 to retiring Lt. Paul Baldwin for fair market value.

**DEPARTMENTAL** (To be considered at the Board's convenience)

14. **BOARD OF SUPERVISORS** – ***Supervisor Kingsley*** – Request Board: A) approve a letter to the California Debt Limit Allocation Committee (CDLAC), requesting the assignment of Inyo County's 2018 allocation of private activity bonds to Golden State Finance Authority (GSFA-formerly CHF) for inclusion in the Mortgage Credit Certificate (MCC) Program, which is a Rural County Representatives of California (RCRC) housing program, and authorize the Chairperson to sign; and B) authorize the County Administrator to sign the Housing Element Certification Form.
15. **PLANNING** – Request Board: A) discuss the status of the Rural Desert Southwest Brownfields Coalition (RDSBC) activities across the Coalition area and in Inyo County including community activities and sites to be assessed; B) review and consider approving the Fiscal Year 2018 draft U.S. Environmental Protection Agency (EPA) Brownfields Revolving Loan Fund (RLF) Grant application; C) review and consider authorizing the Chairperson to sign a Memorandum of Agreement for ongoing participation in the RDSBC, which includes activities related to the Fiscal Year 2017 Assessment grant already awarded to the Coalition by the EPA and future activities associated with this Brownfields RLF grant, if awarded; and D) designate the County Administrator or his designee as the County's representative to the Brownfields Coalition Program Team.
16. **PLANNING** – ***Yucca Mountain Repository Assessment Office*** – Request Board ratify and approve the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert for the period of October 1, 2017 through September 30, 2018 in an amount not to exceed \$8,000, and authorize the Chairperson to sign.
17. **SHERIFF** – Request Board approve the Memorandum of Understanding between the Sheriff's Department and the Bishop Unified School District for the "After School Dog Project" which provides students at Palisade Glacier High School an after-school elective to train dogs residing at the Inyo County Animal Shelter for school year 2017-2018.
18. **SHERIFF** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Deputy Sheriff position exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Deputy Sheriff at Range 67SA-SC (\$4,232 - \$5,408) and authorize up to the D step for a qualified lateral applicant.

19. **HEALTH AND HUMAN SERVICES – Eastern Sierra Area Agency on Aging** – Request Board ratify and approve Amendment No. 1 to Standard Agreement for Contract No. AP-1718-16 between the County of Inyo and the California Department of Aging, increasing the overall allocation by \$7,296 for a total contract amount of \$730,256 and modifying Exhibit D, and authorize the Interim HHS Director to sign.
20. **HEALTH AND HUMAN SERVICES** – Request Board approve the revised Re-Entry Services Coordinator job description and find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position exists in non-General Fund budgets, as certified by the Interim Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Re-Entry Services Coordinator at Range 73 (\$4,804 - \$5,843).
21. **HEALTH AND HUMAN SERVICES – Fiscal** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician III position exists in non-General Fund budgets, as certified by the Interim Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Office Technician III at Range 63 (\$3,791 - \$4,613); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.
22. **PUBLIC WORKS** – Request Board: A) review and approve the County projects to be programmed into the 2018 Regional Transportation Improvement Program (RTIP); and B) authorize the Public Works Director to sign any documents related to the 2018 RTIP.
23. **COUNTY ADMINISTRATOR – Emergency Services – SHERIFF** – Request Board: A) ratify and approve the First Amendment and IPAWS Addendum to the CodeRED Service Agreement between the County of Inyo and ONSOLVE, LLC, for the additional annual service fee amount of \$2,500; B) approve ONSOLVE, LLC as a sole-source provider of the CodeRED services; and, C) authorize the Inyo County Sheriff, or his appointed Designee, to sign the First Amendment and IPAWS Addendum to the ONSOLVE, LLC - CodeRED Service Agreement.
24. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
25. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.
26. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
27. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
28. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
29. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meetings of September 19, 2017, October 3, 2017, October 10, 2017, and October 17, 2017, and the special Board of Supervisors meetings of September 26, 2017 and October 23, 2017.

**TIMED ITEMS** (Items will not be considered before scheduled time)

- 1 p.m. 30. **PRESENTATION – Western Counties Alliance** – Ken Brown, director of Western Counties Alliance in Murray, Utah, of which Inyo County is a member, will give an update on various issues including ongoing public land efforts.
- 1:30 p.m. 31. **CAO/COUNTY COUNSEL/PLANNING/PUBLIC WORKS/AG COMMISSIONER** – Request Board: A) receive presentation regarding proposed draft ordinances for regulating commercial cannabis activities that could occur in Inyo County, including Zoning, Nuisance Abatement, and Commercial Cannabis Business License ordinances; B) provide input and general policy direction to staff to the extent your Board is comfortable doing so in advance of the four (4) community meetings scheduled in the next two (2) weeks; and C) direct staff to return your Board of Supervisors on December 5 with updated versions of the ordinances, based on input received today and during the ensuing community meetings, for final Board input and direction prior to commencing the formal ordinance adoption process.
- 1:30 p.m. 32. **CAO/COUNTY COUNSEL/PLANNING/PUBLIC WORKS/AG COMMISSIONER** – Request Board adopt interim ordinance enacting temporary moratorium prohibiting commercial medical and recreational marijuana activities, including commercial cultivation, distribution, storage, manufacturing, processing, provision, or sale of cannabis products in the unincorporated area of Inyo County.

**COMMENT** (Portion of the Agenda when the Board takes comment from the public and County staff)

33. **PUBLIC COMMENT**

**CORRESPONDENCE – ACTION**

34. **Inyo Fish and Wildlife Commission** – Request Board authorize the Commission to send a letter to the California Deer Association requesting the Association's support of a Wildlife Crossing Project in the Eastern Sierra and funding for the first portion of the project, which is in Mono County.

**CORRESPONDENCE – INFORMATIONAL**

35. **Inyo County Sheriff** – September 2017 Sheriff's Department and Jail overtime reports.
36. **Inyo County Treasurer-Tax Collector** – Treasury Status Report for the Quarter Ending September 30, 2017.
37. **California Highway Patrol** – Report submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65), documenting information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety.
38. **Department of Alcoholic Beverage Control** – Application for person-to-person transfer of off-sale beer and wine license from Margarita Sandoval to Quick Fuel, LLC at 356 N. Main St., Big Pine, CA 93513.

**BOARD MEMBERS AND STAFF REPORTS**



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

10

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM: District Attorney**

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Acceptance of Donated Audio/Visual Recording Equipment

**DEPARTMENTAL RECOMMENDATION:** Request that pursuant to Inyo County Code section 6.26.020, your Board approve the District Attorney's office acceptance of a donation of Audio/Visual Recording Equipment from a private donor through Wild Iris Family Counselling and Crisis Center.

**SUMMARY DISCUSSION:** Wild Iris Family Counselling and Crisis Center, a local non-profit victim advocacy and counselling organization, contacted our office with an offer for up to \$11,000 worth of new audio/visual recording equipment from a grantor, at no expense to the County. Wild Iris has a private donor who is willing to purchase the equipment with an approximate cost of \$10,771.50. There are "no strings" attached other than using the equipment to interview children in Sexual Assault and other child abuse cases. The District Attorney's office currently maintains a working but antiquated system for recording these types of interviews, but the last time it was serviced we were advised that because of its age that future repairs may not be possible. Current protocols for forensic child interviews call for them to be recorded, and this is done in virtually every case.

Our current equipment is also used, from time to time, in recording statements from adult victims and suspects, and it is anticipated that the new equipment would also be used for this purpose.

Wild Iris is making the same offer to the Mono County District Attorney's office, and we are planning to purchase the same equipment as Mono County.

Attached are copies of the Legaltex brochure and invoice to Inyo County, showing the cost of the equipment. If the donation is accepted by your Board, Wild Iris will issue a check for payment and the equipment will be installed in the Bishop District Attorney's office.

**ALTERNATIVES:** Your Board could choose not to accept the donation at this time, and we would continue to make due with our existing system.

**OTHER AGENCY INVOLVEMENT:** Wild Iris Family Counselling and Crisis Center.

**FINANCING:** Funds for the equipment are available from Wild Iris. There would be no cost to the County except possible future maintenance (but we may have greater maintenance costs for our old system).

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/12/17</u>
AUDITOR /CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/20/17</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

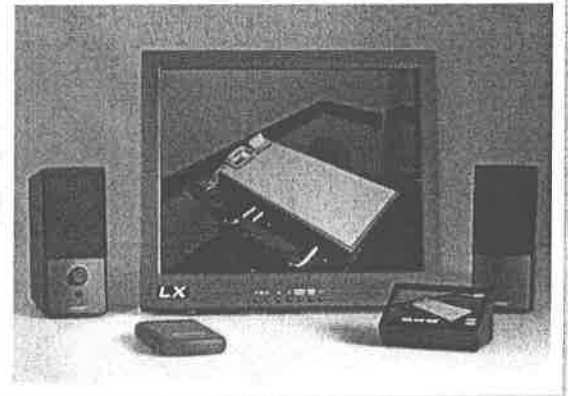
**DEPARTMENT HEAD SIGNATURE:** [Signature] Date: 10/24/17  
 (Not to be signed until all approvals are received)

**LEGALTEK**  
TECHNOLOGY MADE EASY

**LX**

*New from LegalTek*  
*the LX II DVD INTERVIEW RECORDING SYSTEM*

- ❑ One touch record, transfer, DVD burn and finalize
- ❑ Advanced GUI for Archival File Management/DVD Creation
- ❑ DVDs can be viewed on any standard DVD player
- ❑ Ruggedized External 2TB USB Hard Drive (>4,200 hour recording time)
- ❑ MPEG2 720 X 480 D1 record resolution at 30 FPS
- ❑ Removable USB memory for easy file transfer to office computers
- ❑ Touch screen control console with record confidence display
- ❑ Over-record protection: Recorded files Read Only
- ❑ Live viewing on 17" TFT LCD monitor
- ❑ Powered stereo speaker system
- ❑ Picture-in-picture inserter: record two camera views simultaneously
- ❑ Dual audio channels for stereo recording
- ❑ Integral time/date/character generator
- ❑ Magnetic card reader: stores suspect ID in recorded metadata
- ❑ Adjustable duration pre-event recording
- ❑ Rugged all metal construction: LCD protective glass
- ❑ Self contained and maintenance free
- ❑ Software upgradeable
- ❑ Complete, Easy to Install System Packages



***A new standard in digital interview recording systems...***

Years of purpose driven engineering have resulted in a powerful but simple to use digital video recording system specifically designed for law enforcement interrogation documentation.

The LX II is a self-contained digital video recorder that utilizes both the stable LINUX operating system and MPEG2 recording standard for universal compatibility. Time, date and department information are embedded in a recording watermark that virtually eliminates authentication challenges.

When combined with our high-resolution cameras and pre-amplified high gain microphone systems, the LX II yields detailed recordings of superior intelligibility even when suspects are whispering. Choose from several system packages; Basic, Stereo, Stereo Picture-In-Picture, Child Forensic and Stereo PIP Portable and Stereo Pan Tilt Zoom with 3 Axis Controller.

Legaltek offers a broad selection of accessories to support the LX II. Included are a video encoder/streaming interface, magnetic card reader, DVD transcription kit, digital audio recorders, extended warranty program and premium archival DVD media.

The LX II digital recording system is both rugged and reliable. Video records directly to solid state memory, not a volatile moving DVD or hard drive. Burns standard movie DVDs FAST, no file transcoding required. Core components are currently in use by all branches of the United States Military.

# TECHNICAL SPECIFICATIONS

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## VIDEO:

DVD Recording System  
Video Recording System  
Installed Memory  
Operating System  
Record Resolution  
Bit Rate

DVD Burn/Finalize Time  
Pre-Event Recording  
Time/Date Generator  
Picture-In-Picture Inserter  
Over Record Protection  
Video Input  
Video Signal System

## AUDIO:

Audio Sampling  
Audio Input  
Speaker  
Headphone Jack

## DISPLAY:

Viewable Size: Monitor  
Control Console

Display Type  
Contrast ratio  
Brightness  
Pixel Pitch  
Response Time  
Filter Type

## General:

Dimensions  
Weight  
Power Requirement  
Power Consumption  
Warranty  
Regulations  
Manufactured in the United States

## SUPPLIED ACCESSORIES:

Operation Manual  
Power Cord  
Headphones

DVD-/R (Not Region Specific)  
MPEG2  
Ruggedized 2TB External USB Hard Drive  
Linux Direct  
720 X 480 D1, 30 FPS  
4MB/sec >1,050 Hours, XP High  
2MB/sec >2,100 Hours, SP Standard  
1MB/sec >4,200 Hours, LP Extended  
<11 Min. (1.5 Hour Recording, SP Standard)  
1-3 Minute Adjustable  
Integral Time/Date/Character Generator  
Integral 1/4 Screen: Record Selectable  
Recorded Files Can Be Viewed, Not Modified  
Two Composite Video (BNC); 1.0 Vp-p w/loop through  
NTSC Standard (525 lines, 60 fields)  
PAL Standard (625 lines, 50 fields)

16 Bit, 48Khz.  
Two: Line Level (RCA) w/ loop through  
Stereo: External, Powered  
1/8" Stereo

17" Diagonal w/Protective Glass, Source PIP Selectable  
5.0" Diagonal Resistive Touch Screen; Rec Confidence Display  
LCD Active Matrix Flat Panel (TFT)  
1000:1  
300/cd/m2, Fully Adjustable  
0.264mm  
< 5ms  
3D Comb Filter/Deinterlace

(WxHxD) 15.3" x 13.5" x 7.75" (38.3cm x 31.2cm x 19.6cm)  
17lbs.(7kg)  
120-240 VAC (50/60Hz)  
<42W DC 12V 3.5A  
One-Year Parts and Labor  
UL, CB, FCC (A), CE-Emc (LVD) RoHS, TUV-NRTL

## OPTIONAL ACCESSORIES:

DVD Transcription Kit (For PC)  
Streaming Audio/Video Interface Kit  
Digital Audio Recorders  
Custom Disguise Microphones and Cameras  
Premium Evidence Archival DVD-R Stock  
Magnetic card reader  
Extended Factory Warranty Plans

**LegalTek** A division of Gulen, Inc.

5753 E. Santa Ana Canyon Rd. Suite G Anaheim Hills, CA 92807 714-321-9200 [LegalTekLX.COM](http://LegalTekLX.COM)

# LEGALTEK

## Proposal

October 12, 2017

Inyo County District Attorney's Office  
Post Office Drawer D  
Independence, Ca 93526

Attn:  
Stephanie Rennie  
Chief Investigator  
Office: (760) 873-7987

Proposal Number: 17285

### **LXIISPIPCF: LX II Digital/DVD Recording System: Stereo-PIP Child Forensic: 8,790.00 USD**

- 1ea. LX II GEN III Digital Recorder
- 1ea. 2TB Ruggedized Hard Drive, Archival File Management/DVD Creator Graphic User Interface
- 2ea. LXMHG Microphones with Stereo Pre-Amp/Compressor & 3' Stereo RCA Cable
- 2ea. LXCA50 50' XLR Audio Cable Kit
- 2ea. LXCMDV High Resolution Color DSP Camera w/12mm lens in Data Jack Disguise Housing
- 4ea. LXC50 50' BNC Video/DC Power Cable Kit
- 1ea. LXAPS Protected Power Distribution
- 1ea. LXAUPS Uninterruptible Power Supply

### **Accessories:**

- 1ea. LXVE Video Encoder Kit: 690.00 USD
- 1ea. LXASW Two Camera Video Switch Kit: 370.00 USD

Sub-Total: 9,850.00 USD

Shipping (UPS-Insured): 158.20 USD

Taxes: 763.37

Proposal Total: 10,771.50 USD





**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
11

- Consent    
  Departmental    
  Correspondence Action  
 Public Hearing    
  Schedule time for    
  Closed Session    
  Informational

FROM: Public works

FOR THE BOARD MEETING OF: November 7, 2017

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with TEAM Engineering and Management, Inc. (TEAM) of Bishop, CA for Environmental Services for assistance in developing a Routine Maintenance Agreement between the Inyo County Road Department and the California Department of Fish and Wildlife (CDFW)

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board:

- A) Approve the Contract between the County of Inyo and TEAM Inc. of Bishop, CA for Environmental Services with a not-to-exceed amount of \$67,000; and
- B) Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

The Inyo County Road Department would like to enter into a Standard Maintenance Agreement (SMA) with CDFW under the Streambed Alteration Program. This will allow the Road Department to carry out routine dirt road/shoulder grading and culvert cleaning without obtaining a CDFW Lake and Streambed Alteration (LSA) Permit for each separate activity. To accomplish this, the Public Works Department will need the help of an environmental consultant, who will carry out computer-based research, possible field studies, and complete an Environmental Document pursuant to the California Environmental Quality Act to satisfy the CDFW requirements.

On July 28, 2017, the Public Works Department advertised a Request for Proposals (RFP) for Environmental Services. Three proposals were received on August 15, 2017, and the proposals were scored by four Public Works employees on eight categories (see attached RFP for reference); the combined scores are as follows:

- |  |        |
|--|--------|
| 1. TEAM of Bishop, CA                                | 4.38/5 |
| 2. Panorama Environmental, Inc. of San Francisco, CA | 4.03/5 |
| 3. Helix Environmental Planning of Folsom, CA        | 3.91/5 |

TEAM has been chosen as the best consultant for this project. TEAM, along with their subcontractor, AMEC Foster, has the technical experience, local knowledge, and familiarity with the SMA process to efficiently and cost-effectively deliver the scope of work requested.

The not-to-exceed amount of \$67,000.00 (Sixty-seven thousand dollars) is the Consultant's best estimate as to the cost of the required work. If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Contractor to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

**ALTERNATIVES:**


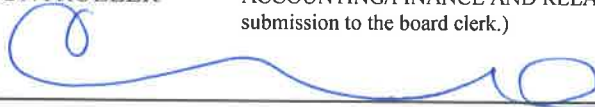
Your Board could choose not approve this contract with TEAM Engineering and Management, Inc., and to begin negotiations with the second choice consultant firm. Your Board could also choose not to enter into a contract for Environmental Services, and not to pursue a SMA with CDFW; this is not recommended as this would necessitate the Road Department to obtain an LSA permit (and pay the corresponding fee) each time before grading any road with a riparian zone crossing.

**OTHER AGENCY INVOLVEMENT:**

The auditor's office to make payments to the consultant after the contract is awarded  
County counsel to review and approve contract documents.

**FINANCING:**

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). In fiscal year 17/18, \$50,000 is budgeted for this contract, the remaining costs will be incurred in fiscal year 18/19.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>YES</u> Date: <u>10/11/17</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>yes</u> Date: <u>10/16/2017</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 10/16/17  
(Not to be signed until all approvals are received)

**BUDGET OFFICER SIGNATURE:** N/A Date: \_\_\_\_\_  
(Not to be signed until all approvals are received)

**COUNTY OF INYO**  
**REQUEST FOR PROPOSAL**



Environmental Services

Date Released: July 28, 2017  
Deadline for Submission: 5:00pm, August 15, 2017

**County of Inyo**  
**Public Works Department**  
**P.O. Drawer Q, 168 N. Edwards St**  
**Independence CA, 93526**

## **RESPONSE TO THIS REQUEST**

Please include in your proposal the items listed below, any proposal which does not include all of the requested information may be considered as non-responsive and may not be considered.

1. A narrative addressing the technical nature of this project, which demonstrates an understanding of the scope of work, and discusses the proposed approach to the project.
2. A summary of work each key staff member will perform for this proposal.
3. A proposed time frame of completion for each phase of work.

In a separate sealed envelope, please provide a price for the scope of work included in the Proposal, including the estimated cost for each component of the project.

Proposals received after the time and date specified above may be considered nonresponsive and returned to the Consultant.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

## **CONTRACT**

The successful consultant will be required to enter into an agreement with the County involving Inyo County Standard Contract No. 156. The contract will specify the scope of service, schedule of work and a mutually agreed upon schedule of payment.

A copy of Inyo County Standard Contract No. 156 is attached hereto as Exhibit A. Insurance requirements for Professional Services are described in Exhibit B. All respondents are encouraged to review the contract and verify they can satisfy all requirements contained therein. Any concerns with the contract or any of its terms or requirements should be addressed in the submitted Proposal.

This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so. Furthermore, a contract award may not be made based solely on price.

## **EVALUATION PROCESS**

All proposals will be evaluated by an Inyo County Selection Committee (Committee). The Committee may be composed of Inyo County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal.

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** TEAM Engineering and Management, Inc.  
FOR THE PROVISION OF Environmental **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Environmental services of TEAM Engineering and Management, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Director of Public Works, Clint Quilter. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

**2. TERM.**

The term of this Agreement shall be from \_\_\_\_\_, 2017 to December 31, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

A. From January 1, 2019 through December 31, 2019

B. From \_\_\_\_\_ through \_\_\_\_\_

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

**3. CONSIDERATION.**

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works, Clint Quilter. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$67,000 (initial term) \$ (option 1) and \$ (option 2) for a total of \$ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

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

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

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

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

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

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

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

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

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

#### **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

#### **9. STATUS OF CONSULTANT.**

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

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

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

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

#### **10. DEFENSE AND INDEMNIFICATION.**

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Consultant shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.



**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

<b>County of Inyo:</b>	
Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
TEAM Engineering and Management, Inc.	Name
PO Box 1265	Address
Bishop CA 93514	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** TEAM Engineering and Management, Inc.  
FOR THE PROVISION OF Environmental **SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

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

**CONSULTANT**

By: Naomi Garcia  
Signature  
Naomi J. Garcia  
Print or Type Name

Dated: November 1, 2017

**APPROVED AS TO FORM AND LEGALITY:**

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

**APPROVED AS TO ACCOUNTING FORM:**

\_\_\_\_\_  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

\_\_\_\_\_  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

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

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** TEAM Engineering and Management, Inc.  
FOR THE PROVISION OF Environmental **SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**AGREEMENT BETWEEN COUNTY OF INYO**  
AND TEAM Engineering and Management, Inc.  
FOR THE PROVISION OF Environmental SERVICES

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

TEAM Engineering and Management, Inc.

**AND**

Environmental

**FOR THE PROVISION OF**

**SERVICES**

**TERM:**

**FROM:**

**TO:**

December 31, 2018

**SCOPE OF WORK:**

TEAM Engineering and Management, Inc. of Bishop, California will be providing services including but not limited to desktop environmental support, field studies, completion of a CEQA (California Environmental Quality Act) document, coordination with California Department of Fish and Wildlife (CDFW), and other tasks required to obtain a Standard Maintenance Agreement under the Lake and Streambed Alteration Program from CDFW. The scope of work is described in detail in the following pages.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. The Consultant may be required to modify its works as necessary to meet the objectives. Modification to the agreed scope of work or level of effort to meet the objective will be incorporated into the contract by amendment, as described in Section 22, Amendment, of the contract.

Inyo County Public Works Department  
Attn: Ashley Helms  
168 N. Edwards Street  
Independence, CA 93526

October 4, 2017

**RE: REVISED COST PROPOSAL  
ENVIRONMENTAL SERVICES IN SUPPORT OF A ROUTINE MAINTENANCE AGREEMENT  
BETWEEN CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AND INYO COUNTY  
ROAD DEPARTMENT**

Dear Ms. Helms:

Based on Inyo County's Request for Proposal (RFP) in July 2017, TEAM Engineering & Management, Inc. (TEAM) provided a Proposal to the County of Inyo Public Works Department for Environmental Services in Support of a Routine Maintenance Agreement with California Department of Fish and Wildlife (CDFW), dated August 15, 2017. Subsequently, the scope of services requested by Inyo County for this work was clarified in a meeting with TEAM on September 15, 2017 and as summarized in an email from Inyo County Public Works (ICDPW) dated September 18, 2017. This Revised Cost Proposal is provided to reflect the modified scope of work and a revised budget by task.

**Primary Objective**

The objective of the proposed work is to support Inyo County in entering into a Section 1602 Lake and Streambed Alteration Agreement (Routine Maintenance Agreement) for standard road maintenance activities conducted by Inyo County Road Department. Activities to fall under the Agreement include grading of dirt roads and shoulders, culvert cleaning, and tree trimming or removal activities where Inyo County Maintained Mileage intersect waterways covered under CDFW's Lake and Streambed Alteration Program.

In order to accomplish the above-stated objective, the updated scope of work is divided into five (5) tasks, as summarized below:

1. Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas
2. Data gap Analysis and Field Reconnaissance (As-needed in support of Task 1)
3. Preparation of an Initial Study/Mitigated Negative Declaration in support of CEQA Compliance
4. Assistance to Inyo County for the Routine Maintenance Agreement
5. Preparation of a Guide for Inyo County Road Department Foremen



## Revised Scope of Work

The following task definitions and scope of work address the five tasks requested by Inyo County in the July 2017 RFP and as revised in the meeting with Public Works and Road Department staff on September 15, 2017. The following task descriptions are also the basis for the revised Cost Proposal submitted herein.

### **TASK 1: Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas**

As described in the RFP, Task 1 would be a computer-based review of all roadways in Inyo County which are maintained by the Inyo County Road Department. The objective of this task is to compile available information on sensitive environmental resources and to determine the top 10% most sensitive areas that may need further study or avoidance/mitigation measures.

Our approach to Task 1 would be to meet with Inyo County Road Department staff as soon as possible after contract execution, to obtain a copy of Inyo County's GIS data for the Inyo County Maintained Mileage. TEAM would then use ArcGIS software to overlay available environmental data, with a primary focus on biological resources specified by the State and Federally-listed Threatened, Endangered, or Special Status Species.

To initially establish a database of potential County locations where routine maintenance activities would occur, TEAM proposes to use existing County GIS road layers and query the system for stream crossing latitude/longitude based on the USGS Blue Line database. The subsequent table will also include water body, watershed, and USGS quadrangle for each site. This will serve as a basis for locational data for routine maintenance activities which would be subject to the Section 1602 permit. In order to collect similar information on maintenance near additional perennial streams, ephemeral areas, permanent and seasonal wetlands, and Waters of the State over which CDFW has jurisdiction, and which are not identified on USGS maps, the project team will rely on existing County GIS resources as well as additional data to be provided by County staff based on knowledge of existing conditions.

After developing a shapefile and associated attribute table of intersection of Inyo County maintained roads and perennial streams, overlays will be conducted using available environmental data. The primary database that will be used for this effort is the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB). Other available databases will be used to supplement the CNDDDB database as needed.

The County will be divided into functional regions in order to group areas with similar species and habitats, rather than looking at the project on a quad by quad basis. After discussions with Inyo County on September 15, 2017, it was determined that the areas should also be grouped by existing County road districts to the extent practical to streamline communication of permit requirements and planning implications for Road Department foremen. A query to this database will be conducted for areas within Inyo County, creating tables by region with sensitive species. These tables will serve as a basis for evaluating the most environmentally sensitive areas. The database results will also serve to separate out unique and distinct regions of the County which may require particular measures to protect specific species, and conversely, to clear areas in which routine

maintenance activities can continue without modification. It is our understanding, based on the September meeting with ICDPW, that roads within the Death Valley National Park or on federal lands will not be included in the GIS screening task or in the RMA.

The result of the initial screening will result in an attribute table which can be queried and sorted. TEAM would then work with County staff and CDFW to develop a prioritization system with a list of criteria that would trigger identification as an environmentally sensitive area. Inyo County has requested that the top 10% most sensitive be identified, but it is possible that the initial screening may identify more or less than 10% of the County road mileage which may have the potential to be environmentally sensitive due to various factors. In addition, the exercise would be reliant on the accuracy and completeness of the available data, and significant data gaps may exist. Due to these possibilities, TEAM proposes to present County staff and the CDFW with draft results and a discussion of potential limitations and data gaps. After review and feedback from CDFW and County staff, the reference tables would be supplemented with additional data or refined focus of the prioritization efforts, if applicable. The final results would again be provided to ICDPW and CDFW for review and approval.

Initial database screening results would also be utilized in Tasks 2 through 5, as requested by Inyo County and as described below.

#### **TASK 2: Data gap Analysis and Field Reconnaissance (As-needed)**

As described in the July 2017 RFP, Task 2 was originally identified and scoped as “Biological Surveys of Silver Canyon and Wyman Creek Roads,” as those stream crossings had been previously identified as needing biological surveys as part of the permitting efforts with CDFW. However, in TEAM’s initial meeting with CDFW’s Nick Buckmaster on August 9, it was determined that the level and extent of biological survey that would be applicable for a given location is highly variable, ranging from no survey to an in-depth species-specific survey requiring licensed specialists. CDFW also indicated that the surveys should not be done too far in advance of maintenance activities due to their relatively short shelf-life. Once the specific requirements of the Routine Maintenance Agreement are developed, and/or appropriate mitigation developed, costs can be developed for a biological survey of a particular area of concern based on the schedule and level of maintenance activity anticipated by Inyo County Road Department.

As discussed with Public Works and Road Department supervisors in a meeting on September 15, 2017, and in related email correspondence, it was determined that specific biologic surveys prior to maintenance work covered under the RMA should be conducted under a future scope of work and as dictated by final Agreement conditions. However, as requested by Inyo County, Task 2 budget will be retained to be used on an as-needed basis, in support of Task 1. Once the draft results of Task 1 are provided, Task 2 will be focused on closing critical data gaps regarding sensitive environmental conditions, if it is determined to be necessary based on CDFW comments and requirements for the RMA. It is assumed that the field reconnaissance activities would be conducted by a qualified Biologist, but that detailed biological surveys would not be required at this stage of the permitting process. Due to the large geographical extent of the County Maintained Mileage, and the potential variability in the types of data gathering this task may entail, specific scope of subtasks and associated costs cannot be developed at this time. A task budget has been developed based on our professional judgement and the information that is available to us as of

the date of this proposal. No charges will be incurred under Task 2 unless specifically approved by Inyo County DPW, and if necessary to incorporate CDFW comments on the draft screening results and prioritization presented as part of Task 1.

TEAM will work closely with Inyo County and CDFW to determine if additional data gathering efforts are necessary, and will assign staff appropriately and as-needed for a given task. For example, some data gathering may be able to be conducted by lower-level staff or Road Department staff. We will also manage the project team for maximum cost-effectiveness for Inyo County; for example, in areas of Southern Inyo where desert species could be impacted (e.g. Desert Tortoise), it may be most cost effective for the project team to provide a qualified biologist out of AmecFW's Riverside office and/or to schedule similar surveys together to minimize the travel time associated with the more remote areas of Inyo County. Alternatively, if no field reconnaissance, additional data gathering or preliminary biological surveys are necessary until after the RMA is finalized, Task 2 funds will not be used.

**TASK 3: Completion of Initial Study/Mitigated Negative Declaration in support of California Environmental Quality Act (CEQA) Compliance**

Based on the requested scope in the July 2017 RFP, costs were developed for completion of a CEQA Initial Study Environmental Checklist (IS), to determine the type of document that would be required for compliance with CEQA in order for Inyo County to finalize the Routine Maintenance Agreement with CDFW.

Based on our experience with a variety of projects subject to permitting in California, and our meeting on August 9 with CDFW, an appropriate level of CEQA documentation will be necessary in order for CDFW issuance of a final RMA. Since the CEQA documentation and public review process can be significant, we recommend beginning the CEQA documentation process early in the permitting timeline with the preparation of the Initial Study Checklist. Ultimately, the Initial Study determines which type of CEQA document will need to be prepared, yet CDFW indicates that for a regional project that has diverse baseline conditions, and which has potential impacts in multiple resource categories (i.e., biology, hydrology and water quality, soils and geology), that a Mitigated Negative Declaration (MND) would likely apply. This is consistent with the recent MND that was developed for the Caltrans RMA in 2013-2014, in which the mitigation measures were limited to precautionary surveys, avoidance measures, and Best Management Practices which were designed to minimize impacts to (primarily) biological resources. While it is possible that a Negative Declaration could apply if the routine activities are kept under a level at which any significant environmental impacts would apply, it is likely that avoidance and precautionary measures would either need to be built into the Agreement terms or identified as mitigation measures as part of an MND.

After discussing the level of anticipated CEQA support with Inyo County on September 15, 2017, it was requested that the Task 3 scope of work be expanded to include preparation of a Draft and Final Initial Study/Mitigated Negative Declaration (IS/MND). The agreed upon approach is to conduct a streamlined IS/MND, using the MND that was developed for the California Department of Transportation for Inyo, Mono, and San Bernardino Counties as a rough guide to determine an appropriate level of analysis which was acceptable to the CDFW for Adoption (as CEQA responsible agency), which allowed for the finalization of the Section 1602 RMA. It should be

noted that the Caltrans IS/MND is a very simple document focusing primarily on biological resources, and there is a potential risk that agency or public comment on a draft IS/MND may trigger additional documentation and notification requirements. For the purposes of cost estimation, it is assumed that the level of reporting for the Caltrans IS/MND would be acceptable to the CEQA Lead Agency (Inyo County Planning Dept), Responsible Agency (CDFW), local tribal groups and the public. Costs assume one round of comments on the draft IS/MND, and that comments are fairly simple in nature and not requiring a re-drafting and re-distribution of the MND document.

TEAM's approach to the completion of Task 3 is to have our key subcontractor, Amec Foster Wheeler (AmecFW) be the lead on the completion of the IS/MND due to their larger resource base of specialists, and to allow for Task 3 to be initiated concurrently with Task 1 for maximum project efficiency. AmecFW's environmental planners will draft an IS/MND for compliance with CEQA for implementation of the routine maintenance activities that will form the basis of the Routine Maintenance Agreement with CDFW. AmecFW's planners have been involved with numerous projects involving CDFW Streambed Alteration Agreements (SAAs), of which the RMA is a special case. Our project team is aware of the habitat avoidance, impact minimization, and impact mitigation strategies that could be required by CDFW, and will incorporate such strategies into the draft IS/MND so as to avoid lengthy reviews and modifications. The sensitive areas identified in Task 1, and the specific environmental resources that have the potential to be impacted, will be discussed as well as any standard avoidance or Best Management Practices which will keep impacts below the threshold for mitigation.

As requested in the September 15, 2017 meeting with Public Works and Road Department supervisors, costs have also been included for support to Inyo County, as-needed, for compliance with AB52 Tribal Consultation regulations with respect to the CEQA process. Potential impacts to cultural resources will be evaluated in the development of the IS/MND, and qualified cultural resource experts/archaeologists will also be available if Inyo County requests support with tribal consultation processes and/or development of mitigation or response measures should cultural resources be encountered during the routine road maintenance activities.

**TASK 4: Provide Assistance to the County in the Creation of the Routine Maintenance Agreement**

Based on communication with Inyo County Public Works staff and as specified in the July 2017 RFP, it is understood that Inyo County Road Department staff will create the Routine Maintenance Agreement, in conjunction with the Bishop CDFW office and with consultant assistance as-needed. It is anticipated that the Routine Maintenance Agreement will cover routine road maintenance activities such as grading of dirt roads, grading of dirt shoulders along paved County roads, and culvert cleaning. More intensive road maintenance activities which have the potential to impact riparian zones, wetlands, or species protected by State and Federal law, would not be included in the RMA but rather require a separate permitting process.

As requested in the RFP, consulting services would be focused on compiling checklists of what must be done for each type of road and/or culvert maintenance work to protect sensitive plant and animal communities, and reviewing a Draft RMA document. The checklists would be developed in conjunction with efforts under Task 1, Computer-based review of Environmentally Sensitive

Areas, and Task 3, Completion of the CEQA Initial Checklist. The goal of the development of the checklists will be to create tools for Road Department staff to make decisions and plan routine road maintenance activities to minimize impacts to biological resources under the terms of the RMA. The terms of the Caltrans RMA will serve as a guide to develop the initial checklists, coupled with reference tables (developed in Task 1) and/or a flowchart of the decision matrix to determine when certain activities may trigger a pre-activity survey by a qualified biologist, a schedule adjustment, or certain specified BMPs.

Although the level of support that will be needed by ICDPW in the development of the Agreement document are yet to be determined, TEAM's approach to this task will be to combine local responsiveness and availability to coordinate meetings in Independence and/or Bishop, with strong technical staff from AmecFW with extensive experience in Section 1602 permitting. The information gathered in Tasks 1 through 3 described above will be utilized to develop the checklists and guide the proposed terms of the RMA, and our project team will work closely with Inyo County staff to develop reference tools that are practical and understandable.

As described in further detail in TEAM's April 2016 proposal for a similar scope of work, it is recognized that a significant part of the development of an RMA application packet will include compiling information on the culverts which require regular maintenance and culverts in sensitive areas. It will also be important for Inyo County staff to develop detailed descriptions of maintenance activities and associated schedules. Our project team can assist County staff in scheduling of work to avoid disturbances to birds protected under the the Migratory Bird Protection Act, and outline other scheduling considerations such as proper notification to CDFW of work activities.

As requested in the current RMA, estimated costs are limited to the development of checklists of what must be done for each type of routine maintenance work, and review and comment on a draft Agreement. Costs assume up to 32 hours of AmecFW staff time (Section 1602 permitting expert), and up to 40 hours of TEAM staff time, plus 8 hours of project management time for meetings and task coordination. The timeline for completion of this task will be dependent on the timeline for completion of the Agreement document by County staff, however the project team can assist the County in expediting the process. Additional services in support of the RMA application package can be provided on an on-call basis if requested by Inyo County.

#### **TASK 5: Preparation of a Guide for Inyo County Road Department Foremen**

An additional task that was discussed in the September 15, 2017 meeting, and as requested by Inyo County in subsequent communication, is the preparation of a deliverable that will organize the results of Task 1 screening and Task 4 checklists into a format that is usable for Inyo County Public Works and Road Department staff for informational and planning purposes. In addition to the GIS layers and attribute tables that will be developed as part of Task 1, the project team will also provide Inyo County with a sortable spreadsheet, in Microsoft Excel or Access format, which summarizes the precautionary measures that would apply to the environmentally sensitive areas identified in Task 1, and conversely, the areas in which no additional measures are necessary. In addition to this spreadsheet, it was requested by Inyo County that TEAM also prepare a printed document or guide, broken up into the five Inyo County Road Districts, to provide each Foreman with guidance on which roads in their jurisdiction may require scheduling, mitigation or avoidance measures versus those areas that are "cleared" of additional measures required by the RMA.

The content and format of the requested deliverables are unknown at this time, as the information that is necessary to communicate to the Road Department will be identified in completion of Tasks 1 through 4, above. It is also possible that these final deliverables cannot be prepared until the final requirements of the RMA are agreed upon with CDFW. Estimated costs under this task assume that the results of Tasks 1 through 4 can be summarized in a streamlined fashion for the use of those implementing the agreement, but the ultimate effort required for this task will be dependent on the specific needs of the County and how well the required information is integrated into the County's GIS layers. Once the Task 1 efforts are completed, we will work closely with Inyo County to determine how best to provide the information in a useable format for Inyo County Road Department.

**Revised Cost Proposal**

The level of effort that may be necessary to result in a final Agreement may vary widely, due to multiple factors such as the specific requirements of CDFW, the results of the initial task of identification of environmentally sensitive portions of the County-maintained mileage, and compliance with the California Environmental Quality Act to the satisfaction of the Lead and Responsible Agencies involved. Due to the nature of the work and the need to be flexible to adjust scope and schedules due to outside factors, it was agreed by Inyo County that the contract for the proposed work should be structured on a time and materials basis, with a not-to-exceed (NTE) budget amount. A Schedule of Fees and Charges is attached. TEAM anticipates completion of the work described herein, for a proposed NTE budget of **\$67,000**. A summary of the estimated costs, by task, are provided below.

**Table of Estimated Costs**

<b>Task</b>	<b>Task Description</b>	<b>Estimate of Cost</b>
<b>1</b>	Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas	\$ 19,290
<b>2</b>	Datagap Analysis/Field Reconnaissance (As-needed)	\$ 20,000
<b>3</b>	Preparation of an Initial Study/Mitigated Negative Declaration pursuant to the California Environmental Quality Act	\$ 10,621
<b>4</b>	Assistance to the County in the Creation of the Routine Maintenance Agreement	\$ 11,540
<b>5</b>	Preparation of a Guide for Road Department Foremen	\$ 5,368
<b>TOTAL</b>		<b>\$ 66,819</b>

Efforts will be made to conduct the proposed scope of work as cost-effectively as possible, and the County will only be invoiced for the actual costs necessary to complete the proposed tasks. As described in the August 2017 Proposal, TEAM will be utilizing a key subcontractor (Amec Foster Wheeler) for portions of this work. Subcontractor invoices will be passed through to Inyo County with a reduced mark-up of 10%, and will also be based on an actual cost basis within agreed upon subtask budgets.

TEAM is prepared to initiate work immediately upon receiving a signed contract and Notice to Proceed from Inyo County. A preliminary schedule was provided with the August 2017 Proposal. A revised schedule of task completion will be prepared once the start date has been determined and in coordination with Inyo County staff. We recommend that the contract term be a period of

12 months, although efforts will be made to expedite project completion in a shorter time-frame if possible. If the tasks scoped herein cannot be completed within the contract term due to factors outside our control, we will work closely with Inyo County to develop a contract extension and modified budget if necessary.

The undersigned is authorized to bind the project team into Inyo County Standard Contract No. 156, and we are confident we can comply with all contract terms and requirements without revision. We have an active contract with Inyo County for Monitoring and Reporting Services related to the Inyo County Landfills, and are not aware of any current Conflicts of Interest with respect to the proposed scope of work and pending contract.

The contact information for this work is provided below:

TEAM Engineering & Management, Inc.  
Attn: Naomi J. Garcia  
459 W. Line Street, Suite 100  
Bishop, CA 93514  
760-872-1033

Mailing address:

TEAM Engineering & Management, Inc.  
P.O. Box 1265  
Bishop, CA 93515

We appreciate your consideration of our professional services, and look forward to the opportunity to work with Inyo County to meet the objective of finalizing a Routine Maintenance Agreement with California Department of Fish and Wildlife.

Respectfully submitted,

TEAM Engineering & Management, Inc.

  
Naomi Jensen Garcia  
President

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
AND TEAM Engineering and Management, Inc.

FOR THE PROVISION OF Environmental SERVICES

**TERM:**

FROM: \_\_\_\_\_ TO: December 31, 2018 \_\_\_\_\_

**SCHEDULE OF FEES:**

The Consultant shall be compensated at rates shown in the TEAM Engineering and Management, Inc., of Bishop, California rate sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.



**SCHEDULE OF FEES AND CHARGES****INYO COUNTY DEPARTMENT OF PUBLIC WORKS  
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT  
NOVEMBER 2017 - OCTOBER 2018****Professional Fees**

Principal	\$ 210.00 per hour
Project Manager	\$ 175.00 per hour
Senior Environmental Scientist	\$ 145.00 per hour
Project Scientist/Biologist	\$ 125.00 per hour
Senior Archaeologist	\$ 115.00 per hour
Staff Scientist/GIS Technician	\$ 105.00 per hour
Field Technician II	\$ 95.00 per hour
Field Technician I	\$ 80.00 per hour
Administrative Support	\$ 75.00 per hour

**Expenses**

Vehicle Use 2WD	\$ 105.00 per day
Vehicle Use 4WD	\$ 125.00 per day
Mileage (in lieu of daily rate for >100 miles)	\$ 1.00 per mile
Per diem (if necessary)	\$150.00 per day
Necessary Job Related Expenses	Cost plus 10 percent
Subcontractors	Cost plus 10 percent

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Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work. Terms of payment are as follows: All balances are due and payable upon receipt. Any balance that has not been received within 30 days of the invoice date is assessed a one and one-half percent (1½%) per month late charge. TEAM reserves the right to terminate work in progress on any overdue account.



**Schedule of Fees and Charges**  
**Amec Foster Wheeler**  
**INYO COUNTY DEPARTMENT OF PUBLIC WORKS**  
**ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT**  
**NOVEMBER 2017 - OCTOBER 2018**

Name	Category	Hourly Rate
Carla Scheidlinger	Project Manager	\$157.00
Meisinger, Nick	Associate Planner	\$110.00
Ricono, Nicholas	Permitting Specialist	\$133.00
Moorhatch, Nathan	Senior Biologist	\$110.00
Reeves, Joyce	Project Administrator	\$100.00
Jesse Yorck	Cultural Resources Specialist	\$ 90.00
Janice Depew	Word Processing	\$ 76.00

**Expenses**

Mileage	\$0.54/mile
Per Diem	\$150.00/day

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with Amec Foster Wheeler's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
AND TEAM Engineering and Management, Inc.

FOR THE PROVISION OF Environmental SERVICES

**TERM:**

FROM: \_\_\_\_\_ TO: December 31, 2018

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

The Consultant shall be compensated at the rates shown in the line items "Vehicle Use 2WD", "Vehicle Use 4WD", "Mileage (in lieu of daily rate for >100 miles)", and "Per Diem" of Attachment B: Schedule of Fees, for the services described in Attachment A: Scope of Work.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** TEAM Engineering and Management, Inc.

FOR THE PROVISION OF Environmental SERVICES

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** December 31, 2018

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 2**  
**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

12

Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Declare Dooley Enterprises, Inc. as Sole Source and approve purchase of ammunition.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board; A) declare Dooley Enterprises, Inc. of Anaheim, Ca. as a Sole Source Provider and; B) authorize a purchase order in the amount of \$18,480.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Sheriff's Department is requesting the purchase of ammunition to be used for all weapons belonging to the Sheriff's Office. This ammunition is an essential part of our operation and yearly training.

The Sheriff's Department uses Winchester Ammunition and Dooley is the only authorized distributor in the Southern California area (for which we are a part of), Alaska, Nevada, Oregon and Washington. It is not desirable to use different brands of ammunition in weapons. We use Winchester because we are a small agency and do not have the funds needed to test and evaluate ammunition. The FBI does test and evaluate ammo, the results from their T&E program deemed Winchester ammo the best all-around ammunition for Law Enforcement use. Winchester won the FBI contract to supply them with ammunition. That was based on cost, reliability and performance.

**ALTERNATIVES:**

Not approve this purchase and direct us to seek out other ammunition. This is not recommended do to the time and cost involved in researching and testing the effects of other ammunition on our equipment.

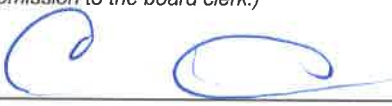
**OTHER AGENCY INVOLVEMENT:**

Auditor's office  
Budget officer  
Purchasing agent


**FINANCING:**

Funding for this purchase is included in the 2017-2018 Board approved budget. This expense will be paid from budget 022700 Sheriff General, Object Code 5313, Law Enforcement Special. This expense is eligible to be reimbursed from COPS funding.



<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>10/4/2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____
BUDGET OFFICER	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 \_\_\_\_\_ Date: \_\_\_\_\_

QUOTE #: 009373  
 DE # 000057 B 0040

# Price Quote

QUOTE DATE:  
 09/18/2017

To: INYO COUNTY SHERIFF'S DEPT.

JANIS ODUM, PO DRAWER S

550 S. CLAY STREET

Independence CA 93526

PHONE: (760) 873-6441 FAX: (760) 878-0389



Here are the requested prices:

## PRICES ARE PER THOUSAND

QUANTITY	SYMBOL	DESCRIPTION	PRICE	EXTENSION
			\$0.00	\$0.00
40.000	USA40SW	40 S&W 165gr. Full Metal Jacket - Flat Nose	\$270.00	\$10,800.00
10.000	USA9MM	9mm 124gr. Full Metal Jacket	\$250.00	\$2,500.00
	XB1200	ga. 2 3/4" 9PLT 00 Buck Super-X® Bucksho	\$530.00	\$0.00
10.000	RA40T	40 S&W 180gr. Jacketed Hollow Point T-Seri	\$385.00	\$3,850.00

NOTES:

JOSEPH,  
 HERE IS THE PRICE QUOTE YOU  
 REQUESTED FOR CURRENT PRICING. LET  
 ME KNOW IF YOU HAVE ANY QUESTIONS.

DANIELA

SUBTOTAL: \$17,150.00

TAX RATE: 7.750% TAX\*: \$1,329.13

SHIPPING: \$0.00

TOTAL \$18,479.13

\*SALES TAX IS INCLUDED FOR CALIFORNIA OR WASHINGTON STATE ADDRESSES

\*\*\*\*\*FOR DROPSHIPS MINIMUM ORDER 5 FULL CASES\*\*\*\*\*



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

13

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Sale of Duty Weapon to retiree, Lt. Paul Baldwin

**DEPARTMENTAL RECOMMENDATION:**

Request the Board A) Determine that Lt. Baldwin's duty weapon is no longer required for public use pursuant to Inyo County Code Section 6.28.040.B, and B) Pursuant to Penal Code Section 26615, authorize Sheriff Lutze to sell a Glock Model 22 to Retiring Lt. Paul Baldwin for fair market value.

**SUMMARY DISCUSSION:**

Lt. Paul Baldwin was hired March 2, 1992 as a Deputy. Lt. Baldwin has honorably served the Inyo County Sheriff's Department for over 25 years. Lt. Baldwin intends to retire effective December 30, 2017 and has requested to purchase his Department issued Glock Model G-22, Serial Number 1ESA072US. This firearm no longer required for public use.

**ALTERNATIVES:**


**OTHER AGENCY INVOLVEMENT:**

Purchasing  
County Counsel

**FINANCING:**

N/A

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>09/29/2017</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/13/17</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 10-17-17



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 14

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Supervisor Matt Kingsley

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Letter re: GSFA Program - 2018 Single Family Allocation

**DEPARTMENTAL RECOMMENDATION:** Request Board: A) approve a letter to the California Debt Limit Allocation Committee (CDLAC), requesting the assignment of Inyo County's 2018 allocation of private activity bonds to Golden State Finance Authority (GSFA-formerly CHF) for inclusion in the Mortgage Credit Certificate (MCC) Program, which is a Rural County Representatives of California (RCRC) housing program, and authorize the Chairperson to sign; and B) authorize the County Administrator to sign the Housing Element Certification Form.

**SUMMARY DISCUSSION:** The County participates in the GSFA Program, which is the Golden State Finance Authority, a Rural County Representatives of California (RCRC) developed program to provide rural communities with mortgage financing alternatives. Every two years, the County allocates its per capita portion of the private activity bonds to this RCRC Program. The Board last authorized the allocation for the MCC Program in 2016. Normally, the Board would be receiving a request to confirm its assignment of the allocation to the GSFA program in 2018; however, this agenda item is coming early because the GSFA actually requests funds as they are used. Because there are no more opportunities for the GSFA to request funds this year, the GSFA hopes to prevent any funding gaps between now and the first opportunity to request allocations next year. It is recommended that our Board approve the letter and the certification form as requested. Additionally, as in previous authorizations, approval of this request confers consent for a two-year period, to all GSFA 2018 and 2019 Programs.

**ALTERNATIVES:** Our Board could choose to not send the letter, but this alternative is not recommended in that not meeting the requirements of the Program may preclude Inyo County from participating in this mortgage financing opportunity for our residents who are first-time home buyers.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no fiscal impact associated with this action. Inyo County has participated in this program since its inception.

<b>APPROVALS</b>	
COUNTY COUNSEL:  N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:  N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Date: 10/20/17



Golden State Finance Authority (GSFA)  
1215 K Street, Suite 1650 · Sacramento, California 95814  
Phone: (855) 740-8422 · Fax: (916) 444-3219 · [www.gsfahome.org](http://www.gsfahome.org)

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October 18, 2017

The Honorable Richard Pucci  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

RE: 2018 GSFA MRB Programs

Dear Supervisor Pucci,

Thank you for your continued participation in Golden State Finance Authority (“GSFA”), formerly CHF, housing programs. Your participation and support enables the residents of Inyo County to take advantage of the housing programs developed by GSFA through the use of Mortgage Revenue Bonds (“MRB”) and/or Mortgage Credit Certificates (“MCC”).

Each year the California Debt Limit Allocation Committee (“CDLAC”) allocates each county their per capita portion of private activity bonds. In 2016, Inyo County assigned its allocation to GSFA in order to participate in the MCC Program (see attached letter). This year, GSFA is requesting the assignment of the County’s 2018 allocation in order to participate in the upcoming MCC Program. Enclosed is the letter that needs to be placed on County letterhead for this year’s allocation as well as a Housing Elements Form (Attachment K) required by CDLAC.

GSFA appreciates your continued participation in these programs and your interest in helping to further homeownership opportunities for low-to-moderate income Californians. Please feel free to contact myself or Peter Tran at 855-740-8422 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig Ferguson", is written over a light blue horizontal line.

Craig Ferguson  
*Vice President*  
GSFA

CC: Peter Tran, *Director of Operations*, GSFA



# BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
email: dellis@inyocounty.us



November 7, 2017

Ms. Misty Armstrong, Program Manager  
California Debt Limit Allocation Committee  
915 Capitol Mall, Room 303  
Sacramento, CA 95814  
Tel: (916) 653-3255 Fax: (916) 653-6827

## **Re: Inyo County – 2018 Acknowledgement of Participation in GSFA Programs**

Dear Ms. Armstrong:

This letter is to request that CDLAC assign Inyo County's 2018 allocation to Golden State Finance Authority (GSFA) for inclusion in their Mortgage Credit Certificate (MCC) Program and/or any of GSFA 2018 and 2019 Mortgage Revenue Bond (MRB) Programs.

If any supplemental allocation is available, the County would like to be notified and considered for a portion of that allocation.

Please let us know if you require additional information regarding this acknowledgement of participation.

Sincerely,

Mark Tillemans,  
Chairperson,  
Inyo County Board of Supervisors

cc: GSFA / Craig Ferguson, *Vice President*

# ATTACHMENT K

## HOUSING ELEMENT CERTIFICATION FORM FOR APPLICATION FOR AN ALLOCATION OF QUALIFIED PRIVATE ACTIVITY BOND FOR A SINGLE FAMILY HOUSING MORTGAGE CREDIT CERTIFICATE PROGRAM

*Note: To be completed by each participating jurisdiction.*

### Certification of the Inyo County (Participating Jurisdiction)

In connection with the following Qualified Private Activity Bond Application:

**APPLICANT:** Golden State Finance Authority (GSFA)

for a Mortgage Credit Certificate Program.

The undersigned officer of Inyo County (Participating Jurisdiction) hereby certifies as follows:

1. I, Kevin Carunchio (Name), am the County Administrative Officer (Title) of Inyo County (Participating Jurisdiction); which is a participating jurisdiction of the proposed Single Family Housing Mortgage Credit Certificate program.
2. The proposed Single Family Housing Program is consistent with the adopted housing elements for Inyo County (Participating Jurisdiction) in which the proposed program will operate.

The California Department of Housing and Community Development has determined the jurisdiction's adopted housing element to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. In addition, as required under Section 65400 of the Government Code, the jurisdiction submitted an annual progress report to the California Department of Housing and Community Development for the preceding 12-month calendar year, pursuant to Section 5267 of the California Debt Limit Allocation Committee Regulations.

\_\_\_\_\_  
Signature of Senior Official

Kevin D. Carunchio  
\_\_\_\_\_  
Print or Type Name

County Administrative Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

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**8**

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Supervisor Matt Kingsley

**FOR THE BOARD MEETING OF:** June 14, 2016

**SUBJECT:** Letter re: GSFA Program - 2016 Single Family Allocation

**DEPARTMENTAL RECOMMENDATION:** - Request Board: A) approve a letter to the California Debit Limit Allocation Committee (CDLAC), requesting the assignment of Inyo County's 2016 allocation of private activity bonds to Golden State Finance Authority (GSFA-formerly CHF) for inclusion in the Mortgage Credit Certificate (MCC) Program, which is a Rural County Representatives of California (RCRC) housing program, and authorize the Chairperson to sign; and B) authorize the County Administrator to sign the Housing Element Certification Form.

**SUMMARY DISCUSSION:** - The County participates in the GSFA Program, which is the Golden State Finance Authority, a Rural County Representatives of California (RCRC) developed program to provide rural communities with mortgage financing alternatives. Every two years the County allocates its per capita portion of the private activity bonds to this RCRC Program. In 2014 the County authorized the allocation for the MCC Program. As in 2014, it is a requirement that the County confirm its assignment of the allocation to the GSFA program. Therefore, it is requested that our Board approve the letter and the certification form as requested. Additionally as in previous authorizations, approval of this request consents for a two year period, to all GSFA 2016 and 2017 Programs.

**ALTERNATIVES:** Our Board could choose to not send the letter, this alternative is not recommended in that not meeting the requirements of the Program may preclude Inyo County from participating in this mortgage financing opportunity for our residents who are first time home buyers.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no fiscal impact associated with this action. Inyo County has participated in this program since its inception.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

*Matt Kingsley*

**DEPARTMENT HEAD SIGNATURE**  
 (Not to be signed until all approvals are received)

Date: 6/8/16



**BOARD OF SUPERVISORS  
COUNTY OF INYO**

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: kcarunchio@inyocounty.us



June 14, 2016

Ms. Misty Armstrong, Program Manager  
California Debt Limit Allocation Committee  
915 Capitol Mall, Room 303  
Sacramento, CA 95814  
Tel: (916) 653-3255 Fax: (916) 653-6827

Re: Inyo County – 2016 Acknowledgement of Participation in GSFA Programs

Dear Ms. Armstrong:

This letter is to request that CDLAC assign Inyo County's 2016 allocation to Golden State Finance Authority (GSFA) for inclusion in their Mortgage Credit Certificate (MCC) Program and/or any of GSFA 2016 and 2017 Mortgage Revenue Bond (MRB) Programs.

If any supplemental allocation is available, the County would like to be notified and considered for a portion of that allocation.

Please let us know if you require additional information regarding this acknowledgement of participation.

Sincerely,

Supervisor Jeff Griffiths, Chairperson  
Inyo County Board of Supervisors

# ATTACHMENT K

## HOUSING ELEMENT CERTIFICATION FORM FOR APPLICATION FOR AN ALLOCATION OF QUALIFIED PRIVATE ACTIVITY BOND FOR A SINGLE FAMILY HOUSING MORTGAGE CREDIT CERTIFICATE PROGRAM

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The California Department of Housing and Community Development has determined the jurisdiction's adopted housing element to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. In addition, as required under Section 65400 of the Government Code, the jurisdiction submitted an annual progress report to the California Department of Housing and Community Development for the preceding 12-month calendar year, pursuant to Section 5267 of the California Debt Limit Allocation Committee Regulations.

  
\_\_\_\_\_  
Signature of Senior Official

Kevin D. Carunchio  
\_\_\_\_\_  
Print or Type Name

County Administrative Officer  
\_\_\_\_\_  
Title

06-19-2015  
\_\_\_\_\_  
Date



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- Consent       Departmental       Correspondence Action       Public Hearing  
 Scheduled Time for 11 a.m.       Closed Session       Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Participation in Rural Desert Southwest Brownfields Coalition (RDSBC)

**RECOMMENDATION:**

Request Board:

- (1) Discuss the status of the Rural Desert Southwest Brownfields Coalition (RDSBC) activities across the Coalition area and in Inyo County including community activities and sites to be assessed.
- (2) Review and consider approving the Fiscal Year (FY) 2018 draft U.S. Environmental Protection Agency (EPA) Brownfields Revolving Loan Fund (RLF) Grant application.
- (3) Review and consider authorizing the Chairperson to sign a Memorandum of Agreement for ongoing participation in the RDSBC, which includes activities related to the Fiscal Year 2017 Assessment grant already awarded to the Coalition by the EPA and future activities associated with this Brownfields RLF grant, if awarded.
- (4) Designate the County Administrator or his designees as the County's representative to the Brownfields Coalition Program Team.

**SUMMARY DISCUSSION:**

Nye County is submitting an application to the U.S. Environmental Protection Agency (EPA) for a Brownfields Revolving Loan Fund (RLF) grant, due November 16, 2017, on behalf of the Rural Desert Southwest Brownfields Coalition (RDSBC).

In 2011, Nye County formed the RDSBC with Inyo County, California, and Esmeralda, Lincoln and White Pine Counties in Nevada and to apply for an EPA Brownfields Coalition Assessment grant in the amount of \$1,000,000. The RDSBC was awarded the grant in order to identify and assess potentially contaminated sites and to conduct planning to support cleanup and redevelopment of the sites. The Coalition subsequently received two \$600,000 grants to continue brownfields identification, assessment, and planning when it expanded in 2014 to include Mineral County and in 2017 to include the Duckwater Shoshone Tribe. Concurrently, four coalition members, led by Nye County, applied for and were awarded an EPA Brownfields RLF Grant in the amount of \$1,000,000 to issue loans and subgrants for cleanup activities in the four-county jurisdiction. Nye County is applying for an additional Brownfields RLF Grant to expand the program to include all seven coalition members, including Inyo County.

By applying as a Coalition, the partnership formed to assess brownfield sites can be continued and additional work to cleanup properties can be accomplished. Nye County is the lead applicant and will be responsible for managing the grant and RLF funding. The RLF Grant may be used to issue loans and subgrants for the remediation of eligible brownfields sites (up to \$200,000 per site) or management of the fund. The grant requires a 20% cost share. At least 50% of funds must be used for making loans, and no


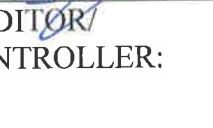
more than 50% may be used for subgrants. Nye County, as the grant recipient, is ineligible for subgrants. Loans/subgrants cannot be made to parties potentially liable for the contamination. The Coalition expects to issue up to four loans and one subgrant for an average of \$150,000 each (\$750,000 total). The cost share will be met with \$50,000 of in-kind staff contributions for Nye County over the five-year grant period and 20% cash or in-kind contributions from loan and subgrant recipients totaling \$150,000.

The Memorandum of Agreement documents the roles and responsibilities of the coalition members for activities related to the RDSBC, including the awarded 2017 Brownfields Assessment Grant and the 2018 Brownfields RLF Grant.

**ALTERNATIVES:** The Board could direct changes to the documents, or elect not to participate in the Coalition.

**OTHER AGENCY INVOLVEMENT:**

- U.S. Environmental Protection Agency
  - Nye County
  - Esmeralda County
  - Lincoln County
  - Mineral County
  - White Pine County
  - Duckwater Shoshone Tribe of the Duckwater Reservation
- Additional agencies may be identified through the site selection process.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 \_\_\_\_\_ Date: 11/1/17

**Attachments:**

- Presentation
- Draft Letter of Commitment
- Draft FY2017 U.S. EPA Brownfields Assessment Grant Application



# Rural Desert Southwest Brownfields Coalition (RDSBC)

Presentation to the Inyo County Board of Supervisors

November 7, 2017



# The Rural Desert Southwest Brownfields Coalition (RDSBC)

Formed in 2011 to address environmental and economic development needs for five counties across two states

Esmeralda County – State of Nevada

Lincoln County – State of Nevada

Nye County – State of Nevada

White Pine County – State of Nevada

Inyo – State of California

- Awarded a \$1 million Brownfields Coalition Assessment Grant

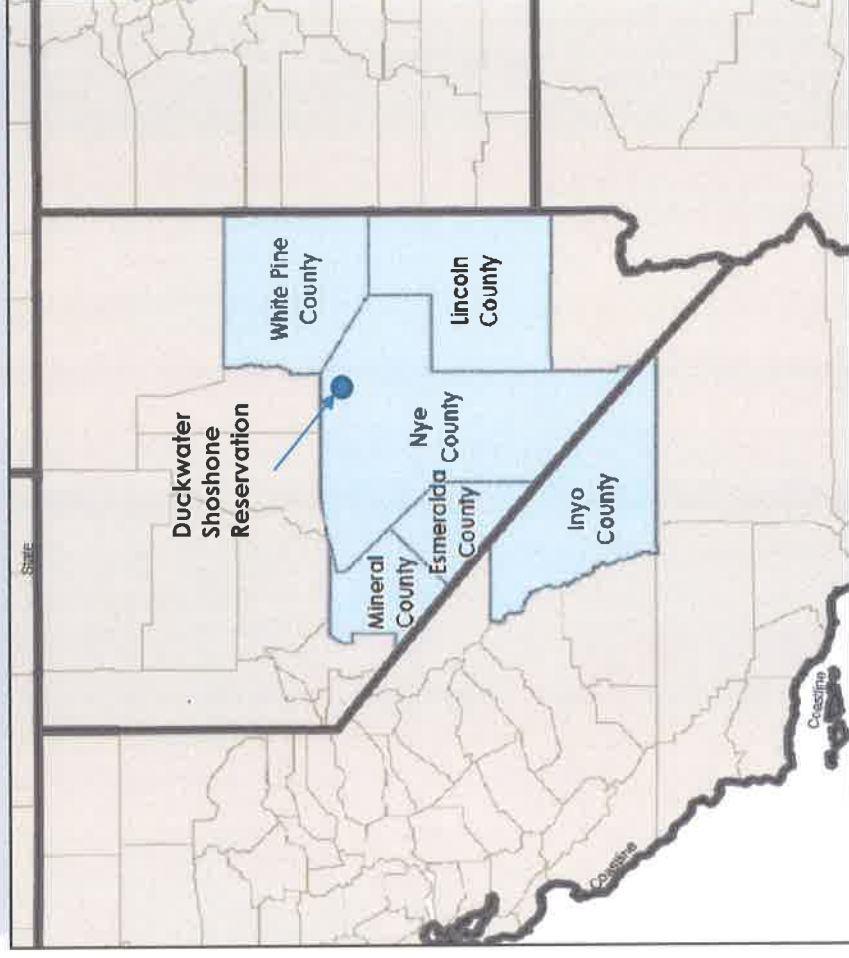
Expanded In	To Include	Grant Awarded
2014	Mineral County	\$ 600,000
2017	Duckwater Shoshone Reservation	\$ 600,000

- Applying for \$1,000,000 Brownfields Revolving Loan Fund  
Grant Application Deadline November 16, 2017



## Coalition Members

- Duckwater Shoshone Tribe
- Esmeralda County, Nevada
- Inyo County, California
- Lincoln County, Nevada
- Mineral County, Nevada
- Nye County, Nevada
- White Pine County, Nevada





# Goals and Objectives

## To Protect

- The health and welfare of the population
- The environment

## To Promote

- Economic development and job creation
- Diversification through
  - water-efficient renewable energy,
  - testing and manufacturing facilities,
  - innovative agriculture, and
  - tourism opportunities



# Measures of Success

Measures	Grant Goals (2014-2017)	RDSBC Actual	Inyo Actual
Site List	3 (1 initial list and 2 annual updates)	3	3
Site eligibility forms completed (by parcel)	20	20	2
ACRES Forms (by parcel)	18	17	2
Phase I ESAs (by parcel)	18	17	2
Sampling and Analysis Plans (by parcel)	4	5	2
Phase II ESAs (by parcel)	4	5	2
Area Wide Plan	1	1	1 (Section)
Updated Coalition Maps (including in progress)	14 (1 area-wide, 6 Mineral County, 7 for each of the other counties)	15	5
Website Updates	12	13	N/A
Quarterly Meeting Agendas and Minutes	12	10	N/A
Public Outreach Meetings	18	20	3
Communication Plan/Public Outreach Plan	1	1	1 (Section)

Since 2011, \$209,988 in grant dollars have been spent on Inyo County grant deliverables – not including Inyo County grant reimbursable travel and expenses!

# Wye Road Property

**Location:** Bishop, California

**Description:** Vacant, undeveloped parcel at the intersection of U.S Highway 395 and U.S. Route 6.

**Challenge:** Potential contamination on-site associated with off-site leaking underground storage tanks.

## Accomplishments:

- Entered the Wye Road property into the RDSBC program
- Phase I Environmental Site Assessment (ESA) completed May 2016
- Sampling and Analysis Plan approved January 2017
- Phase II ESA completed April 2017



# Mt. Whitney Fish Hatchery

**Location:** Independence, California

**Description:**

- Historic fish hatchery owned by State of California
- Under stewardship of the Friends of Mt. Whitney Fish Hatchery

**Challenges:**

- In July 2007, a 55,000 acre wildfire stopped yards from the site
- In July 2008, the site was damaged by mud flows and heavy flooding

**Accomplishments:**

- Entered the Mt. Whitney Fish Hatchery site into the RDSBC program
- Phase I Environmental Site Assessment completed



# PPG Industries Bartlett Plant

**Location:** Cartago, California

**Description:**

- Former Pittsburgh Plate Glass (PPG) Industries operated a salt extraction facility on the property until 1958
- Named as a possible visitor center location for Owens Lake

**Challenge:**

- Redevelopment plans for the subject site have been hampered by the stigma associated with the property being the former PPG plant.

**Accomplishments:**

- Entered the PPG Industries Bartlett Plant site into the RDSBC program
- Phase I Environmental Site Assessment (ESA) completed September 2012
- Sampling and Analysis Plan approved July 2013
- Phase II ESA completed January 2014



## 2016 State of Nevada Brownfields Workshop

- September 20, 2016
- Attended by RDSBC Representatives; travel, lodging, and per diem funded by the grant.
- A presentation titled “Regional Coalition Development” was given on behalf of the RDSBC.



## EPA Western Brownfields Workshop

- September 28 and September 29, 2016.
- Attended by RDSBC Representatives; travel, lodging, and per diem funded by the grant.
- A presentation titled “The Do’s and Don’ts of Advisory Committees and Brownfields Teams” was given on behalf of the RDSBC.



# 2017 National Brownfields Training Conference

- December 5, 6, and 7, 2017
- Grant funding available for member-County representatives to attend





## RDSBC Website

The RDSBC website was created as a resource for the public and coalition members. The website provides a variety of information including:

- An overview of the RDSBC, brownfields, and renewable energy factors in the RDSBC
- An overview of each county and county-specific renewable energy factors
- Detailed information and documentation for each brownfields site participating in the RDSBC
- RDSBC meeting information
- News on upcoming brownfields events

<http://www.rdsbc.org/>



## Stakeholder Participation

Participation by community members is the most effective method to identify sites that have the greatest potential to benefit the community through assessment, cleanup, and redevelopment.

The RDSBC welcomes input on potential brownfields sites by the public, community organizations, and community leaders. It is through this collaboration that the RDSBC will provide the most assistance to communities and the program will achieve the most success.



# Questions





**Lorina Dellinger**

**Nye County**

**Assistant County Manager**

**Phone: (775) 482-7319**

**[ldellinger@co.nye.nv.us](mailto:ldellinger@co.nye.nv.us)**



**Thank You**



**RURAL DESERT SOUTHWEST BROWNFIELDS COALITION  
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter "MOA"), executed on the respective date of the signatures of the parties shown hereafter, is effective as of October 1, 2017 between **Nye County, Esmeralda County, Lincoln County, Mineral County, White Pine County**, of the State of Nevada, **Inyo County**, of the State of California, and **the Duckwater Shoshone Tribe on the Duckwater Reservation** (the parties are hereinafter referred to as the "**Rural Desert Southwest Brownfields Coalition**").

**WHEREAS**, the **United States Environmental Protection Agency** (hereinafter "**EPA**"), in recognition of the lingering threat to public health and the negative effect of "brownfields" on community economic vitality, established a Brownfields Economic Redevelopment Initiative to facilitate State and local efforts to redevelop brownfields sites, defined as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant" in the **Comprehensive Environmental Response, Compensation, and Liability Act** of 1980, § 101(39), as amended (hereinafter "**CERCLA**");

**WHEREAS**, as part of its Initiative, EPA established a Brownfields grant program for Assessment, Revolving Loan Fund, and Cleanup grants to identify and assess potential brownfields, capitalize local revolving loan funds for low-cost loans for the cleanup of contaminated sites, and cleanup site-specific properties;

**WHEREAS**, NYE COUNTY, has established a brownfields program (hereinafter "**Coalition Brownfields Program**") to address the public and environmental health issues posed by brownfields in the COALITION PARTNERS region and to facilitate redevelopment of these properties;

**WHEREAS**, NYE COUNTY formed the Rural Desert Southwest Brownfields Coalition, which initially included **Nye County, Esmeralda County, Lincoln County, White Pine County**, of the State of Nevada, and **Inyo County**, of the State of California and subsequently expanded to include **Mineral County**, of the State of Nevada, and expanded again to include **the Duckwater Shoshone Tribe on the Duckwater Reservation**.

**WHEREAS**, NYE COUNTY, as the lead grant recipient, was awarded **EPA Assessment Grant** awards in Fiscal Year 2011, 2014, and 2017, and **EPA Brownfields Revolving Loan Fund (RLF) Grant** award for Fiscal Year 2013 on behalf of the COALITION PARTNERS at the various times of the awards;

**WHEREAS**, NYE COUNTY and the COALITION PARTNERS have executed grant-specific MOAs for previous EPA grant awards;

**WHEREAS**, NYE COUNTY will apply on behalf of the Coalition Brownfields Program for additional EPA grants to carry out assessment, cleanup, and revolving loan activities and is the Cooperative Agreement Recipient for EPA grant awards;

**WHEREAS**, this MOA will serve as an agreement between the parties to work cooperatively in accordance with existing and future Workplan(s) approved by EPA with regard to the Rural Desert Southwest Brownfields Coalition and the Brownfields Coalition Program in conducting the various operational and administrative activities of the Coalition Brownfields Program;

**NOW, THEREFORE**, in consideration of the promises contained in this MOA, the parties hereto agree as follows:

**A. Purpose:**

1. The purpose of the Brownfields Coalition Program is to facilitate the reuse and/or redevelopment of contaminated sites by identifying, inventorying, assessing, and conducting cleanup and reuse planning, and making low-cost financing available for the cleanup of eligible public or privately-held properties. Funding source is the EPA Assessment Grant and EPA Brownfields RLF Grant awards (current and future).

**B. Brownfields Coalition Program Organization and Responsibilities:**

1. The Brownfields Coalition Program will be administered by Nye County, assisted by a Program Team of at least one representative from each of the seven (7) parties signed below. The Program Team will meet to discuss issues and make decisions regarding the Brownfields Coalition Program and use of grant funds.
2. Each Coalition Partner must authorize in writing their designee to the Program Team.
3. The primary responsibilities of each Coalition member are set forth in this section.
  - a. Nye County Roles and Responsibilities:
    - 1) Nye County is the Cooperative Agreement Recipient and Lead Agency for the EPA grant.
    - 2) Nye County oversees the Brownfields Coalition Program and is responsible for overall grant administration, program development, procurement, marketing, and ensuring that grant activities and funds comply with the Cooperative Agreement (reporting requirements), EPA grant guidelines, and underlying federal and State laws.
    - 3) Nye County will manage the RLF Program, and is responsible for program forms and documents, managing and servicing loan

agreements, loan accounting and record keeping, and other technical loan services, including the review of loan applications, recommendations regarding loan approval or disapproval, and loan execution and closing.

b. Coalition Partners' Roles and Responsibilities:

- 1) The Coalition Partners will designate an individual or individuals to serve as the Coalition Partners' representatives and shall be the local governmental entity liaison for the Brownfields Coalition Program. Each Coalition Partner must notify all Coalition members of the name, postal address, telephone, email, and fax information of its Brownfields Coalition Program representative.
- 2) The Coalition Partners are responsible for ensuring the consistency of the Brownfields Coalition Program with their respective local plans and planning priorities, and for ensuring local agency review of Program documents.
- 3) Coalition Partners will assist Nye County in the ongoing identification of sites within their jurisdiction with potential for brownfields redevelopment, and in integrating brownfields redevelopment in ongoing local planning processes and expanding brownfields redevelopment opportunities within their region.

c. RLF Program Loan Committee Roles and Responsibilities:

- 1) The Loan Committee shall approve RLF Program loans, based on the recommendations from the Program Team and the affected region.
- 2) The Loan Committee shall be comprised of the Nye County Brownfields Project Director, Nye County Grant Administrator, Fund Manager, and Financing Package Partner (if applicable).
- 3) No member of the Loan Committee may vote on or participate in discussions of projects where that Loan Committee member has a direct personal financial interest in any contract or Brownfields project, existing or proposed, that may be brought before the Loan Committee. For purposes of this section, "financial interest" shall mean a substantial interest held by a member or member's immediate family, such as:
  - a) An ownership interest in a business;
  - b) Employment or prospective employment for which negotiations have begun;
  - c) An ownership interest in real or personal property;
  - d) A loan or other debt or interest in business or real property; or
  - e) A position as director or officer in a business.
- 4) If a member of the Loan Committee has a preexisting actual or appearance of a conflict of interest, he or she shall immediately disclose this in writing to the Committee, and this disclosure shall be entered into the minutes of the Committee.

- 5) The Loan Committee shall base its review and decision on the strength of a loan proposal with respect to RLF Program.
4. All parties shall assist Nye County in developing an outreach and marketing strategy and marketing the Brownfields Coalition Program through their ongoing agency programs. Any additional materials prepared for dissemination to individuals, organizations, or the general public by any party must be approved by the Program Team.

**C. Allocation of Funds:**

1. All parties will collaborate in identifying potential projects within each Coalition Partner's jurisdiction to ensure that potential brownfield sites in each jurisdiction have an opportunity to access the Brownfields Assessment and RLF Program.

**D. Brownfields Coalition Program Procedures:**

1. Meetings. Meetings of the RLF Program Team shall be convened by Nye County at least two (2) times a year. Additional meetings shall be convened by Nye County on an as-needed basis or upon the request of two members for the purpose of transacting business these members designate in the call for such meeting. No meeting shall be held unless all Brownfields Coalition Program representatives are given notice a minimum of seven (7) days in advance, except when the participants agree to conduct a meeting and waive the meeting notice requirement.
2. Convenor. Nye County shall, in consultation with other Coalition Partners, prepare agendas and facilitate meetings. Nye County may designate another Coalition Partner to assume the duties of Convenor in its absence.
3. Quorum for the Brownfields Coalition. A quorum for the Brownfields Coalition shall consist of four (4) voting members. A Coalition Partner representative must be present either in person or by telephone to be counted in the quorum. In the event of a Coalition representative's absence, that member may send a substitute who is authorized, by written proxy, to participate and vote.
4. Decision-making. It is the intent of the Brownfields Coalition Program that decisions affecting more than one Coalition Member be made with member consensus, whenever possible. In the event that consensus cannot be reached, a simple majority vote of the full voting members will decide the issue.
5. Record of Decisions. Brownfields Coalition decisions and the rationale for approval or denial of any project funding shall be recorded in writing and maintained in adherence with grant record keeping requirements. Minutes of any



other meetings or actions are not required. The minutes of other meetings may be recorded at the discretion of Nye County.

6. Equitability. The Rural Desert Southwest Brownfields Coalition shall endeavor to allocate loan funds equitably among the member parties.
7. Term of Office. Coalition Partner representatives will serve indefinite terms at the pleasure of their respective organizations.
8. Public Meetings. The Rural Desert Southwest Brownfields Coalition may hold public informational meetings as needed.

**F. Term of Agreement and Termination:**

1. This MOA becomes effective upon signature of the seven (7) parties below. This MOA will automatically terminate when the grant period for all EPA grants awarded to Nye County on behalf of the Brownfields Coalition Program have ended.
2. This MOA may be terminated with thirty (30) days written notice under any of the following circumstances:
  - a) By mutual agreement of the Coalition Partners, upon expenditure of all EPA Brownfields grant moneys awarded to Rural Desert Southwest Brownfields Coalition and contributed to the Brownfields Coalition Program;
  - b) Where significant changes in the organization of the Brownfields Coalition Program, the support capacity of participating entities, or the EPA Workplan(s) and Cooperative Agreement(s) render this MOA impracticable;
  - c) Deobligation of the grant award or closeout of the Brownfields Coalition Program by EPA; or
  - d) By mutual agreement of the Coalition Partners to terminate the Brownfields Coalition Program and return any unexpended funds to EPA.

**G. Miscellaneous:**

1. The Rural Desert Southwest Brownfields Coalition must not spend funds except for their intended use as defined in the Cooperative Agreements between EPA and Nye County.
2. Funds awarded or contributed to the RLF Program for direct loans shall be retained by the RLF Program for low-cost loans to eligible cleanup projects. Termination of this MOA or RLF Coalition membership shall have no effect on the disposition of funds for direct loans.
3. For sites outside of Nye County where the local agency is overseeing cleanup activities funded by the RLF Program loans:

- a. Nye County shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the local oversight agency or by related parties in carrying out oversight activities pursuant to this MOA, nor shall Nye County be held as a party to any contract entered into by the local agency or its agent in carrying out oversight activities pursuant to this MOA.
  - b. Nothing in this MOA shall preclude Nye County from taking any action authorized by law or equity to protect human health and safety or the environment and recovering the costs thereof.
  - c. Nothing in this MOA shall relieve the local oversight agency from complying with all applicable federal, state, and local laws and regulations.
4. The parties acknowledge that the provisions of this MOA shall govern the parties only with respect to their individual roles and responsibilities under the Brownfields Coalition Program, and that such provisions shall not in any manner extinguish or otherwise abridge any right or prerogative granted or reserved to the individual parties by law or ordinance.
5. This MOA, together with attachments or addenda, constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOA may be amended only by written instrument properly signed by all parties hereto. To be effective, any amendment of this MOA shall be approved by consensus.

**IN VIEW OF THE ABOVE**, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date above written.

\_\_\_\_\_  
 Lead Coalition Member – **Nye County, NV**  
 Dan Schinhofen, Board of County Commissioners

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Coalition Partner – **Esmeralda County, NV**  
 Michelle Bates, Chair, Board of County Commissioners

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Coalition Partner – **Inyo County, CA**  
 Mark Tillemans, Chair, Board of Supervisors

\_\_\_\_\_  
 Date

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**Coalition Partner – Lincoln County, NV**  
Paul Donohue, Chair, Board of County Commissioners

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Date

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**Coalition Partner – Mineral County, NV**  
Garth D. Price, Chair, Board of County Commissioners

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Date

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**Coalition Partner – White Pine County, NV**  
Richard Howe, Chair, Board of County Commissioners

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Date

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**Coalition Partner – Duckwater Shoshone Tribe**  
Lorin Watson, Chairman, Duckwater Shoshone Tribe

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Date

DRAFT

## **RANKING CRITERIA FOR ASSESSMENT GRANTS**

### **1. COMMUNITY NEED**

#### **a. Target Area and Brownfields**

*i. Community and Target Area Description:* The Rural Desert Southwest Brownfields Coalition (RDSBC or the Coalition) is comprised of seven members: Nye, Esmeralda, Lincoln, Mineral, and White Pine Counties in Nevada; Inyo County in California; and the Duckwater Shoshone Tribe on the Duckwater Reservation. Covering an area of 55,322 square miles across two states, the common threads among Coalition members are the rural, frontier nature, limited infrastructure, dry desert climate, scarce water supply, and vast amount of federally-controlled lands. Despite the deceptively large land area, there are few sites available for development. Approximately 98% of lands in the Nevada Coalition counties, 92% of land in Inyo County, and all lands immediately surrounding the Duckwater Reservation are federally-managed.

The original five-county Coalition (Esmeralda, Inyo, Lincoln, Nye, and White Pine) formed in 2011 to identify and assess brownfields and conduct area-wide planning in support of shared renewable energy redevelopment strategies. The four original Nevada counties established a Revolving Loan Fund (RLF) Program in 2013 to provide cleanup funding to enable future development. The Assessment Coalition expanded in 2014 to include Mineral County to continue targeting brownfields for renewable energy redevelopment as well as innovative agricultural opportunities. In 2017, the Assessment Coalition further expanded to include the Duckwater Shoshone Tribe because of the related nature of their environmental concerns and redevelopment priorities. Now, the Coalition is looking to extend the RLF Program to include all Coalition members to provide much needed resources for cleaning up properties.

The Coalition is dependent on mono-economies, primarily related to mining, military facilities, agriculture, or transportation. Mining has served as the major industry in the Coalition area for over 100 years. Active and retired military installations are located throughout the region. When mining and military operations close, the remnant facilities are often plagued by environmental challenges. The Coalition members have acquired land used by these industries. Suspected contamination has made it difficult to redevelop the properties. Traditional ranching and farming operations are also located in the area, yet persistent drought conditions have made the agricultural sector unreliable. Coalition communities are located along major state and interstate roadways making them a thoroughfare for freight trucks, tourists, and residents between major cities in the West. The Coalition is dependent on transportation and support sectors and has many large truck stops and gas stations. However, a number of these facilities closed due to the economic downturn over the last decade, the shuttering of mining and military facilities, and updated permitting requirements. The Coalition realizes reliance on a single industry is not sustainable. Because of this, the Coalition is pursuing other industries, such as renewable energy, innovative agriculture techniques, and testing and manufacturing. By doing so, the Coalition is combining its resources to stabilize local economies, increase available tax revenues, and support a broader, more diverse economic base well-suited for the region.

Unlike urban areas, rural communities tend to face brownfield challenges on an individual parcel or project basis rather than an easily-defined geographic area. The Coalition's Brownfields Program is based on the nature of the sites in the region, including mine-scarred lands, involuntarily acquired properties, abandoned automotive service/refueling stations, and Formerly Utilized Defense Sites. Major investment in the communities took place decades ago. Many structures were built using materials now known to cause environmental and health hazards, which also present brownfields risks. Despite the large area, the focus is isolated to the less than 4% (or 2,000 square miles) of the Coalition area not federally-managed and along transportation corridors where the communities and brownfields are located.

*ii. Demographic Information and Indicators of Need:* As detailed in Table 1, the Coalition has a population of 82,135. Four Coalition Members, and every town and city within the Coalition has a

population below 5,500, except for the Town of Pahrump in Nye County with a population of 35,902 (U.S. Census Bureau, 2010-2015 American Community Survey 5-Year Estimates). These “micro” communities lack the resources to combat the pervasive presence of brownfields in the area. Five of the counties had median household incomes well below the national and state averages. Rates of unemployment in six Coalition jurisdictions and “individuals in poverty” for three Coalition members exceeded both national and state percentages. The high rate of disability in all seven Coalition jurisdictions and the aging population of the six counties are indicative of the sensitive nature of these populations to potential contamination. The lack of health insurance puts the sensitive and broader populations at further risk and is intensified by the limited number of healthcare providers in these rural communities. The region’s low-income and poverty status coupled with the low rate of higher educational attainment and high concentration of minorities presents environmental justice concerns about the impact of brownfields and past development on these populations.

**Table 1: Population, Unemployment, Economic Indicators, and Sensitive Populations<sup>±</sup>**

	Target Counties/Communities							NV	CA	U.S.
	ES	IN	LN	MN	NY	WP	DW			
Population	1,141	18,373	5,194	4,566	42,625	9,974	262	2.7 mil	38.4 mil	316.5 mil
Median Household Income (\$)	<b>39,271</b>	<b>45,955</b>	<b>44,866</b>	<b>38,923</b>	<b>41,712</b>	57,122	52,500	51,847	61,818	53,889
Unemployment	<b>11.9%</b>	6.8%	<b>11.8%</b>	<b>15.4%</b>	<b>13.4%</b>	<b>10.6%</b>	<b>12.1%</b>	10.5%	9.9%	8.3%
Individuals in Poverty	<b>17.1%</b>	13.7%	13.1%	<b>20.2%</b>	<b>18.2%</b>	11.5%	13.0%	15.5%	16.3%	15.5%
Disability Status	<b>16.7%</b>	<b>12.9%</b>	<b>15.4%</b>	<b>24.9%</b>	<b>24.5%</b>	<b>19.6%</b>	<b>18.3%</b>	12.6%	10.4%	12.4%
>65 Years	<b>26.2%</b>	<b>20.9%</b>	<b>19.3%</b>	<b>22.6%</b>	<b>26.6%</b>	<b>14.9%</b>	11.8%	13.6%	12.5%	14.1%
No Health Insurance	<b>24.1%</b>	11.3%	<b>16.7%</b>	<b>16.5%</b>	<b>16.2%</b>	14.5%	<b>20.6%</b>	18.3%	14.7%	13.0%
Bachelor's or Higher	<b>15.7%</b>	<b>23.9%</b>	<b>20.3%</b>	<b>11.3%</b>	<b>13.2%</b>	<b>13.9%</b>	<b>6.4%</b>	23.0%	31.4%	29.8%
Minorities	<b>21.0%</b>	<b>35.0%</b>	16.0%	<b>38.0%</b>	<b>22.0%</b>	<b>26.0%</b>	<b>89.3%</b>	27.5%	38.4%	17.1%

<sup>±</sup> Data from U.S. Census Bureau, 2011-2015 American Community Survey

*iii. Description of Brownfields:* A wide array of activities created or contributed to the presence of brownfields in the region. **Mine-scarred lands** pervade the Coalition area, creating physical hazards for residents as well as the potential for exposure to mine contaminants. **Involuntarily acquired properties**—through bequeathal, tax foreclosure, congressional transfer, or other mechanism—and their previous use and current state of disrepair or perceived contamination are a common challenge. Down-sizing at military facilities in the Coalition area resulted in an abundance of commercial and residential vacancies at **Formerly Utilized Defense Sites (FUDS)**. In many cases, reuse of these sites is stymied by the physical condition of the property or concerns regarding previous use and associated contamination. **Abandoned automotive service and refueling stations** are found along transportation corridors and in population centers of the Coalition area and include diesel truck stops and gasoline stations. Facility permitting requirements and economic conditions in recent years have reduced the number of active facilities, leading to an abundance of abandoned truck stops and gas stations where abandoned underground storage tanks (USTs) may not meet current regulatory standards. Additionally, many buildings associated with the above activities as well as general development were constructed using **historic building practices** and contain asbestos, lead-based paint, and other business environmental risks common to the time they were built.

The Coalition has identified more than ten sites as RLF candidates under the Coalition’s existing program and proposed expansion (see Table 2). The current RLF Coalition members are working to issue loans and subgrants to move forward with cleanup requirements under the existing RLF Program, but additional resources will be needed before the RLF can be recapitalized to fund priority cleanup activities and extend RLF resources to Coalition members not currently participating in the RLF Program. The Coalition anticipates sites in each of the member jurisdictions will need access to RLF funding over the five-year grant period. As noted in Section 1.a.i, the developed areas containing brownfields sites in the Coalition jurisdiction are limited to small communities generally located along transportation routes.

**Table 2: Potential Brownfields RLF Sites**

FY	Name of Site	Contaminants of Concern	Area	Future Use
2013-2018	Tonopah FBO Building	Total Petroleum Hydrocarbons (TPH), asbestos-containing materials (ACM), lead-based paint (LBP)	Nye	New FBO building
	Public Work Buildings 1&2	Lead-impacted soil, ACM, LBP	Nye	Municipal Facility
	Tonopah Library	Potential ACM, Potential LBP, Potential TPH	Nye	Community Facility
	Pahrnagat Valley High School - Auto Shop	TPH, Cadmium, Chromium, lead, Dioxins/Furans, ACM	Lincoln	Educational Facility
	Dew Drop Inn	Potential TPH, Potential LBP	Esmeralda	Commercial
	Old Gas Station and Convenience Store	Potential TPH, Potential LBP	Esmeralda	Commercial
2019-2023	Six-acre Sublease	Potential TPH	Nye	Commercial
	MCSA Administration Building	Potential TPH, Potential ACM, Potential LBP	Mineral	Museum
	Ely Grade School	Dioxins/Furans, TPH	White Pine	Park
	Mt. Whitney Fish Hatchery	Potential ACM, Potential TPH, Potential Lead-impacted soil	Inyo	Community/Commercial
	Involuntarily Acquired Mine-Scarred Lands	Various	Duckwater	Agriculture

**b. Welfare, Environmental, and Public Health Impacts**

*i. Welfare Impacts:* The purchasing power and general welfare of residents has suffered due to mine closures, military operation downsizing, and the loss of other businesses. These closures have a cascading effect on the population due to the commercial and residential vacancies, reduced public resources to invest in the communities, and increasing blight associated with these circumstances. The general welfare also suffers due to the population’s low access to “fresh, healthy, and affordable food.” The U.S. Department of Agriculture (USDA) classifies the area as a food desert because at least 33% of the population live more than ten miles from supermarkets. For four Coalition members, the food desert label is also applied because of the high rates of poverty (USDA Food Access Research Atlas). Additionally, the Coalition members have been considered either primary or contiguous drought disaster areas since 2012—except Lincoln County, which was removed as of 2017 (USDA Disaster Fast Track Map). The Coalition is focused on addressing brownfields challenges and promoting sustainable development, including low-water agriculture, to improve the public’s welfare and support economic growth.

*ii. Cumulative Environmental Issues:* The Coalition faces environmental justice concerns, as noted in Section 1.a.ii, that include the presence of brownfields and extends to other environmental issues. The Coalition area contains several major transportation corridors used to haul petroleum and hazardous substances throughout the southwest. As most Coalition communities are located along these corridors, so are their critical water supply wells. From the perspectives of environmental quality as well as physical

health and safety, major spills from liquid cargo are of concern to nearby residents and also the fire departments in these communities, which are mainly made up of volunteers. Explosive ordnance, low-level nuclear waste, and other substances critical to military and national security operations are transported routinely to and from the Naval Air Weapons Station China Lake in Inyo, U.S. Army Depot in Mineral, the Nevada Test and Training Range in Nye and Lincoln Counties, and the Nevada National Security Site in Nye County. Also, three of Nevada’s six RCRA permitted treatment, storage, and disposal (TSD) facilities are in the Coalition area. These facilities use U.S. Highway 95, the main transportation corridor connecting Nye, Esmeralda, and Mineral Counties, and U.S. Highway 395 through Inyo. U.S. Highway 6, connecting Nye and White Pine, is frequented by trucks carrying oil from Railroad Valley to the Eagle Refinery, near the Duckwater Shoshone Reservation. Additionally, Table 3 displays a list of potential contaminant sources in the region, which include hazardous waste, USTs, and mine-scarred lands. Cumulatively, these conditions present significant challenges to the local rural communities.

**Table 3: Waste and Toxic Releases**

Environmental Condition	Target Counties							Total
	ES	IN	LN	MN	NY	WP	DW	
Hazardous Waste Activities <sup>†</sup>	0	36	3	17	51	1	0	108
Closed Leaking USTs <sup>‡</sup>	24	102	46	126	159	93	1	551
Unsecured Abandoned Mine Land*	533	23	76	243	628	796	0	2,299
<sup>†</sup> Data from EPA’s Envirofacts				<sup>*</sup> Data from Nevada Division of Minerals AML Database				
<sup>‡</sup> Data from NDEP Underground Storage Tank Program				<sup>*</sup> Data from Ca.gov Waterboards GeoTracker Tool				

*iii. Cumulative Public Health Impacts:* Brownfields present serious public health concerns for Coalition residents. Aside from the physical safety concerns related to abandoned mine shaft openings, residents face potential direct exposure to heavy metals and hazardous constituents in mine tailings (by skin contact or dust inhalation) or indirect exposure from migration of contaminants to groundwater (with very few exceptions, groundwater constitutes the only potable water supply in the communities). The abandoned truck stops and gas stations present potential health risks, including exposure to petroleum products and other contaminants used at these facilities. The Coalition’s sensitive populations, including senior citizens, disabled residents, minorities, and individuals without health insurance, are disproportionately affected by these public health issues. These groups often have the fewest resources for demanding health and safety concerns be addressed. Critical goods and services, including major medical facilities, are several hours away from many of the communities. “County Health Rankings” for 2017 ranked White Pine-13, Esmeralda-15, Nye-16, and Mineral-17 out of Nevada’s 17 counties, and Inyo-35 out of 57 for California based on mortality and morbidity rates, health behaviors, access to clinical care, socio-economic factors, and the physical environment (University of Wisconsin, Population Health Institute).

**c. Financial Need**

*i. Economic Conditions:* All the Coalition members have felt the effects of the 2008 recession as available jobs continue to fluctuate in the region. The three hardest-hit Coalition members have unemployment rates well above state and national averages. Down-sizing of the U.S. Army Depot in Hawthorne, Nevada, drastically reduced employment opportunities in Mineral County. Nye County saw significant drops in the construction and mining sectors in 2008 and early 2012. Agriculture, the major industry for the Duckwater, has suffered because of the on-going drought in the Coalition area. Despite efforts to expand and diversify local economies, the Coalition is struggling to attract new businesses and residents and are losing jobs and industry as current businesses close or downsize. Small populations coupled with high unemployment rates are reducing the available clientele for local retail and commercial businesses. There is also a high home foreclosure rate and stagnation in new home development. These factors combine to reduce the tax base and revenue streams. The local governments have cut staffing and services to help reduce expenditures and cannot afford to address brownfields issues without EPA support.

*ii. Economic Effects of Brownfields:* The presence of multiple brownfields throughout the Coalition area has contributed to economic decline. Sites in isolated communities throughout the Coalition are contaminated, blighted, or pose a safety risk to local populations. The sites are also part of the declining aesthetic appeal of each community. Even if properties are ideally located in transmission corridors or areas undergoing redevelopment, the potential presence of contamination often prevents sites from being redeveloped. The 2008 recession had a major effect on housing. Vacancy rates for Coalition area homes are higher than the national average. High vacancy rates coincide with the high unemployment rates identified in Table 1. Additionally, most residential and commercial development in the Coalition area is over 30 years old, and is likely to have asbestos containing materials and lead-based paint.

## **2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS**

### **a. Program Description and Marketing Strategy**

*i) Program Description:* Nye, Esmeralda, Lincoln, and White Pine started an RLF Program in 2013. At the time, Inyo County was not included in the RLF partnership because of the complexities of a cross-state program. The RLF Coalition is expanding to include Inyo County and the additional Assessment Coalition members (Mineral County and the Duckwater Shoshone Tribe) to fund brownfields cleanup across the Coalition jurisdiction. Cultivation of new businesses on brownfields is a Coalition priority to preserve and restore the limited private land available for development. The Coalition is expanding the RLF Program based on the need for resources to cleanup properties (see 1.a.iii and Table 2), the experience Nye County has gained in managing an RLF, and the momentum of the Coalition's initiatives.

The Coalition will continue its original mission of targeting brownfields for renewable energy projects and its expanded goal of pursuing sustainable, water-smart agriculture opportunities. Additionally, many of the Coalition members have been approached by businesses interested in testing and manufacturing equipment for renewable energy, sustainable agriculture, and other sectors that need properties in remote locations for research, demonstration, and development of new technology. These diversification efforts along with community-focused projects, such as municipal, community, and educational facilities, will eliminate/reduce contamination and blight and support regional beautification efforts. Improving the visual appeal and amenities of the communities will prompt more travelers passing through to stop and spend money at local businesses, which will improve the tourism sector and support retail and other commercial enterprises. The focus on these industries and community development efforts has been expressed in local planning documents, including the Nevada counties' Comprehensive Economic Development Strategies, the Inyo County General Plan, and the Duckwater Renewable Energy Feasibility Assessment. Furthermore, the Coalition is open to evaluating other businesses suitable for the region and consistent with local planning efforts and state-wide initiatives.

Nye County has established fund policies and procedures for the RLF Program, including a standard loan application and a step-by-step procedure for issuing and administering loans. The Coalition's RLF policies include demonstration of credit worthiness and financial commitment from borrowers and subgrantees as well as the limitation on subgrants. The Coalition anticipates issuing up to four loans and up to one subgrant. The limit on subgrant funds and other expenses that will not recapitalize the RLF will ensure the Fund's longevity and sustainability. The Coalition may offer individual loans/ subgrants up to \$200,000 but expects the average cleanup cost per site will be \$150,000, based on past RLF projects. A 3% interest rate for a five-year repayment term will be standard. The borrowers/subgrantee will be required to commit a 20% match for cleanup. The contribution of private funding will help demonstrate the ability of the borrowers to repay the loans and the borrowers/subgrantee to complete redevelopment. Other evaluation criteria for RLF loan/subgrant suitability includes credit/financial history, consistency with local economic development priorities, viability of redevelopment plans, and appropriate zoning (where zoning exists). Loans may be issued to commercial entities, non-profits, and local governments, but subgrants will be



limited to local governments or non-profits with a demonstrated inability to meet loan repayment terms. Furthermore, the borrowers/subgrantee will be required to include green remediation techniques in cleanup activities to advance Coalition-wide sustainability initiatives and the protection of natural resources.

The loan/subgrant terms may vary based on the project and creditworthiness. For instance, the annual repayments may begin up to one year from loan issuance, once the cleanup is complete, or after the site has been redeveloped and is generating income. In special circumstances, the matching contribution may be waived due to hardship; however, the Nye County RLF Team will work with the borrowers/subgrantee to identify appropriate cost-share resources, particularly when cash contributions are not available. For example, a local government may waive tipping fees and track staff time for oversight of waste disposal associated with cleanup or a private party may pay for its general contractor's cleanup oversight from non-RLF resources. The RLF Team will review cost-share status before making these determinations to ensure its match obligations for the RLF Program will be satisfied.

Nye County has developed the internal capacity to manage an RLF and administer loans/subgrants based on its experience under the existing RLF Program. The RLF Team includes the Nye County Assistant Manager (Program Director), Grant Administrator, Comptroller (Fund Manager), Natural Resources Specialist (Technical Coordinator), and District Attorney as well as a contracted Qualified Environmental Professional (QEP). The Program Director, who also oversees the Coalition's Assessment Program, is responsible for managing all RLF Program activities so that sufficient progress is made within the first two years of the award and over the life of the RLF Program and activities are consistent with the Coalition's mission. The Grant Administrator is responsible for ensuring the completion of required progress reporting (i.e. quarterly financial and progress reports, ACRES updates, and final reports) and adherence to the cooperative agreement and work plan. The Fund Manager is in charge of issuing and servicing loans/subgrants, including reviewing applications, making disbursements, and receiving payments. The District Attorney performs legal reviews of RLF Program documents/activities. The Technical Coordinator monitors site-specific cleanup activities and reviews technical documents prepared by the QEP and remediation contractors. The QEP will conduct site-specific cleanup oversight activities and prepare associated documentation, including the analysis of brownfields cleanup alternatives (ABCA), historic preservation and threatened and endangered species evaluations, site-specific community relations plan, sampling and analysis plan (SAP), and state/tribal environmental authority coordination. The RLF Team is committed to working collaboratively with the EPA Project Officer and understands the substantial involvement that the EPA Project Officer will have in monitoring the Coalition's performance, reviewing and commenting on Coalition deliverables, and verifying site eligibility. In addition to the roles and responsibilities of the RLF Team, the Coalition Committee—made up of one representative per Coalition Member and advised by the RLF Team—prioritizes and approves RLF projects.

*ii) Marketing Strategy:* The Coalition has successfully marketed its RLF Program to the owners of properties assessed under the Coalition's Assessment Program. The target market will continue to focus on property owners participating in the Assessment Program and for whose properties cleanup is deemed necessary. The Coalition intends to quickly make disbursements based on its list of potential RLF projects (see Section 1.a.iii and Table 2). The Partnership will then expand the program to other properties throughout the coalition area in need of cleanup funding, as the RLF is recapitalized. Based on the prevalence of brownfields, the Coalition anticipates the RLF will be needed for decades.

The Coalition has developed and updates outreach plans, with county-specific media outlets and other mechanisms to optimize outreach and education initiatives. The Coalition will use these plans to inform site-specific outreach efforts and to market the program. The Coalition will advertise the availability of RLF resources on the Coalition Member, RDSBC, and local economic development authority websites. Announcements will be made at meetings of local government and business and community groups.

Additionally, the Coalition has coordinated with the Nevada Rural Housing Authority and the Rural Nevada Development Corporation, so they can share information on the RLF Program with prospective developers. The Coalition is also working with banks in the area to promote the use of the RLF resources as a gap measure when cleanup cannot be funded through traditional means. The Coalition is confident it will reach the majority of interested parties using these tactics based on past outreach efforts.

**b. Task Descriptions and Budget Table**

*i. Task Description:* The Coalition will complete the following tasks in accordance with the Project Description and within the budget detailed in Table 4. The budget is divided 75/25 between hazard substance and petroleum activities. For sites where both toxins are present, the costs will be divided between the budgets based on site-specific characteristics.

The current hourly and fringe rates for the Project Director (Hourly: \$48.67, Fringe: 39.82%), Grant Administrator (\$26.88; 49.69%), Fund Manager (\$39.18; 43.52%), District Attorney (\$68.21; 36.08%), and Technical Coordinator (\$47.58; 38.90%) were used to calculate personnel and fringe costs for the first year of the grant period. For each subsequent year, a 5% Cost of Living Allowance is applied to the hourly rate. Only the Grant Administrator's personnel and fringe costs are counted as federal share; the other personnel and fringe costs will be used towards the Coalition's matching cost-share contributions.

**Task 1. Program Documents and QEP Contract:** The Nye County RLF Team will update its current RLF Program procedures and documents to reflect the expansion of the Program and any lessons learned from the previous RLF Program. The RLF Team will also prepare and publish a Request for Proposals for a QEP and award a contract. (Cost Basis: Eight hours each.) This task will be completed in FY 2019, Quarter 1.

**Task 2. Marketing, Outreach, and Education:** This task entails marketing the Program to the communities, working with property owners to evaluate the viability of the RLF Program for their project, and holding community meetings on selected projects. The Program Director will be responsible for conducting marketing and outreach activities, including leading meetings of the Coalition Committee for the prioritization and selection of RLF projects (Cost Basis: 16 hours per quarter for 20 quarters.) This task will also include the travel costs for attending National Brownfields Training Conferences (Cost Basis: \$10,450 for up to three people to attend up to two conferences.) Initial marketing and outreach activities—to identify and prioritize RLF projects, host a Coalition Committee kick-off meeting, and meet with prospective owners—will occur during FY2019, Quarters 2 and 3, and on-going marketing, outreach, and education activities will continue throughout the grant period.

**Task 3. Loan/Subgrant - Preparation and Servicing:** The Fund Manager will review applications, complete financial screening, and issue and manage four loans and one subgrant, and the District Attorney will complete the corresponding legal reviews. (Cost Basis: 40 hours for the Fund Manager and 4 hours for the District Attorney for each of the loan/subgrant). The Coalition expects to issue the first loan in FY2020, Quarter 3, and loan/subgrant preparation and servicing will continue for the rest of the grant period.

**Task 4. Site-Specific Cleanup Oversight:** The Coalition expects the QEP will initiate work in Quarter 2 of FY2019, following the award of the contract in Quarter 1. During the remaining quarters of FY2019, the QEP will advise the RLF Team and Coalition Committee on site eligibility, based on the cleanup needs of prioritized sites and EPA requirements. The QEP will begin site-specific cleanup oversight activities as the Coalition Committee approves projects beginning Quarter 1 of FY2020 and continuing throughout the grant period. For each of the five sites, the contracted QEP will draft the ABCA, respond to comments, and finalize the ABCA; review potential impacts associated with historic preservation and threatened and endangered species; develop the site-specific community relations plan; prepare the SAP; review the final remediation report; and coordinate with the state/tribal environmental authority to obtain a "No Further Action" letter regarding cleanup. (Cost Basis: 30% of the cleanup loan/subgrant amount for 5

loans/subgrants or \$45,000 per loan/subgrant. The age of most of the potential RLF projects requires extensive coordination with the State Historic Preservation Office. Based on the Coalition's experience, costs for historic preservation evaluation and coordination account for half of the cleanup oversight costs.) Nye County's Technical Coordinator will oversee QEP work and the cleanup activities for each site. (Cost Basis: 20 hours per site for five sites.)

**Task 5. Reporting Activities:** The Nye County Grants Administer will complete the quarterly and final progress and financial reports as well as update ACRES property profile forms. (Cost Basis: 16 hours per quarter for 20 quarters.) The Program Director will review and oversee the reporting activities. (Cost Basis: 4 hours per quarter for 20 quarters.)

**Task 6. Loan/Subgrant – Cleanup:** This task covers the loans/subgrant for site-specific cleanup by the borrowers/subgrantee. (Cost Basis: Four loans and one subgrant at \$150,000 each for a total of \$750,000; and cost share contributions from the borrowers/subgrantee of 20% of the loan/subgrant amounts for a total of \$150,000.) The Coalition anticipates one site will be cleaned up in five of the seven Coalition communities and between the existing RLF Program and this proposed expansion, all Coalition Members will have at least one RLF project in its jurisdiction (see Section 1.a.iii and Table 2).

**Anticipated outputs:** five SAPs; five historic preservation and threatened and endangered species determinations; five draft ABCAs, five comment-response documents, five final ABCAs; five site-specific community relations plans; five final cleanup reports; five cleaned up properties; one updated application package; five agreements (four loans and one subgrant); 19 quarterly progress and financial reports; five updated ACRES property profile forms; and one final project report.

ii. Budget Table:

**Table 4: Budget**

Budget Categories	Project Tasks						Total
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	
<b>Hazardous Substances Funds</b>							
Personnel	\$161	\$0	\$0	\$0	\$7,129	\$0	\$7,290
Fringe	\$80	\$0	\$0	\$0	\$3,542	\$0	\$3,622
Travel	\$0	\$7,838	\$0	\$0	\$0	\$0	\$7,838
Contractual	\$0	\$0	\$0	\$168,750	\$0	\$0	\$168,750
Loans	\$0	\$0	\$0	\$0	\$0	\$450,000	\$450,000
Subgrants	\$0	\$0	\$0	\$0	\$0	\$112,500	\$112,500
<b>Subtotal</b>	<b>\$241</b>	<b>\$7,838</b>	<b>\$0</b>	<b>\$168,750</b>	<b>\$10,671</b>	<b>\$562,500</b>	<b>\$750,000</b>
<b>Petroleum Funds</b>							
Personnel	\$54	\$0	\$0	\$0	\$2,376	\$0	\$2,430
Fringe	\$27	\$0	\$0	\$0	\$1,181	\$0	\$1,208
Travel	\$0	\$2,612	\$0	\$0	\$0	\$0	\$2,612
Contractual	\$0	\$0	\$0	\$56,250	\$0	\$0	\$56,250
Loans	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Subgrants	\$0	\$0	\$0	\$0	\$0	\$37,500	\$37,500
<b>Subtotal</b>	<b>\$81</b>	<b>\$2,612</b>	<b>\$0</b>	<b>\$56,250</b>	<b>\$3,557</b>	<b>\$187,500</b>	<b>\$250,000</b>
<b>Hazardous Substances and Petroleum Funds</b>							
<b>Federal Share</b>	<b>\$322</b>	<b>\$10,450</b>	<b>\$0</b>	<b>\$225,000</b>	<b>\$14,228</b>	<b>\$750,000</b>	<b>\$1,000,000</b>
<b>Cost Share</b>	<b>\$2,265</b>	<b>\$19,302</b>	<b>\$14,901</b>	<b>\$7,516</b>	<b>\$6,016</b>	<b>\$150,000</b>	<b>\$200,000</b>
<b>Total Budget</b>	<b>\$2,587</b>	<b>\$29,752</b>	<b>\$14,901</b>	<b>\$232,516</b>	<b>\$20,244</b>	<b>\$900,000</b>	<b>\$1,200,000</b>

**c. Ability to Leverage**

The Coalition has and will continue to leverage its Assessment funding to identify and assess brownfields and may use it to conduct cleanup/reuse planning for RLF-selected projects to maximize funds available to issue RLF loans. Approximately \$60,000 was used by the Coalition to conduct cleanup planning under its previous Assessment Grants, which has enabled the Coalition to maintain its momentum when working on individual projects. Expanding Nye County's current Brownfields RLF Program will provide cleanup funding resources to projects located in Inyo County, Mineral County, and the Duckwater Shoshone Tribe from a source (Nye County) with which they are familiar and have a strong working relationship—a quality important in rural communities—resulting in cleanups that may not occur otherwise. The Coalition will encourage qualified applicants, when identified through the Assessment Program, to seek Brownfields RLF funds to assist in cleanup activities. The Coalition has and will continue to pursue other funding sources, such as the NDEP Brownfields Program and USDA Rural Development, to leverage and expand its initiatives. The Coalition will also continue leveraging revenue received from leasing former brownfields to assist in marketing and redevelopment efforts. Furthermore, community organizations have committed to providing various resources to support the Coalition's RLF Program (see 3.c. and Table 5).

Nye County is contributing \$50,000 in in-kind cost-share from personnel and fringe costs associated with the Nye County staff that make up the RLF Team (excluding the Grant Administrator). The estimated costs for personnel and fringe contributions exceeds this amount by \$4,764; actual personnel and fringe costs will be tracked under the grant award and costs more than the match requirements will be counted as leverage. Nye County may use excess personnel and fringe costs to reduce the cost-share contributions of borrowers and subgrantees, if circumstances warrant. As noted above, Nye County will work with prospective borrowers/ subgrantees to identify cost-share options so that they can meet, or even exceed, the 20% requirement imposed by the Coalition's RLF Program. Excess contributions tracked by borrowers/subgrantees may also be documented as leverage under the grant agreement.

The Coalition anticipates generating Program Income from loan interest estimated at \$13,766 per \$150,000 loan based on a five-year loan term, 3% interest rate, and annual payment schedule. If the loan term is extended or repayment is postponed the total interest and associated Program Income will increase. The Coalition will use these funds once repayment begins to recapitalize the RLF and leverage them for ongoing RLF Program activities. The Coalition expects the first loan payment will be made by a borrower in FY 2021, the second and third loans will begin repayment in FY 2022, and the fourth loan will not enter repayment until after the grant period ends. Based on this repayment schedule, the Coalition anticipates earning \$27,236 in interest payments, and will use the interest-generated Program Income as leverage.

Additionally, Nye County and the Coalition will leverage their participation in other environmental programs and sustainability initiatives for the advancement of the RLF Program. For example, Nye County Public Works developed a Solid Waste Minimization and Household Hazardous Waste Management Plan that was adopted by the Nye County Board of County Commissioners in June 2011, and amended effective August 2017. Nye County will utilize the policies established under this Plan to protect the human health and safety and provide guidance to the other Coalition members on the safe handling and disposal of solid and hazardous waste. Furthermore, several Coalition communities have conducted Wellhead Protection Planning, which identified potential contaminant sources (e.g. scrap yards, former mining and mill sites, old gas stations) within source water protection areas. The Brownfields Program presents the Coalition with an opportunity to assess and cleanup these potential contaminant sources consistent with the Wellhead Protection Programs. These are just two examples of capitalizing on environmental and sustainability efforts in individual jurisdictions for the betterment of the entire Coalition. This history of successful leverage is how the Coalition initially formed, starting with Nye County identifying renewable energy redevelopment based on its participation in the Brownfields Program and Mine-Scarred Lands Initiative.

### **3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS**

#### **a. Engaging the Community**

By implementing the Public Outreach and Community Involvement Plan developed under the 2011 Assessment grant and subsequently updated as part of ongoing Coalition efforts, Coalition members have developed good working relationships with numerous community and regional groups throughout the Coalition area. Local and regional entities that support the Coalition activities and are committed to its success include town boards and city councils, school districts, local specialty boards, economic development authorities, colleges/universities, chambers of commerce, environmental groups, and other community organizations (see 3.c.i and Table 5). The commitments of these groups (see letters of support) will be included in updates to the Public Outreach and Community Involvement Plan.

Under the 2011 Assessment grant, the Coalition website ([www.rdsbc.org](http://www.rdsbc.org)) was launched, which provides information about site identification, assessment, cleanup, and redevelopment activities throughout the Coalition area. The Coalition will utilize this website to provide updates to the public, consistent with guidance from the Public Outreach and Community Involvement Plan. Updates will also be provided on a quarterly basis to Coalition member boards/council. At public meetings in October and November 2017, the governing boards of the Coalition jurisdictions received an update on Coalition activities and approved and signed an MOA for the Coalition's Brownfields Program—including the expanded RLF Program, if funded. All meetings are publicly noticed per statutory requirements and are open to all citizens and stakeholders. Each Coalition Member will designate a point of contact to represent their jurisdiction at Coalition and public meetings and report feedback received from the community to the Coalition.

As part of the cleanup planning process, the Coalition will prepare a site-specific community relations plan for each loan/subgrant project. Under the plans, the Coalition will present the ABCAs to the relevant communities during a public meeting. The Coalition will also publish the ABCA and initiate a 30-day public review and comment period. Comment periods will be advertised on the Coalition and partner websites, through local media outlets, and via notifications in local newspapers. The Coalition will use these means, as well as its Coalition-wide outreach efforts, to solicit input from citizens and stakeholders. Once public, EPA, and/or state/tribal environmental authority comments have been reviewed and addressed, the environmental authority will issue a decision document approving the selected cleanup method. Relevant public comments, changes made to the cleanup plan, final cleanup activities, and results of confirmation sampling will be published and submitted to the environmental authority, requesting case closure under relevant statutes (No Further Action decision document). The ABCA, cleanup plans, and closure report will document how the selected cleanup actions will protect sensitive populations and nearby residents.

#### **b. Partnerships with Government Agencies**

*i. Local/State/Environmental Authority:* The Nevada Division of Environmental Protection (NDEP), California Department of Toxic Substances Control (DTSC), and Duckwater Division of Natural Resources are the agencies that provide regulatory oversight of environmental projects for the Coalition and have provided letters of acknowledgement for the Coalition's application (see Attachment III). These agencies have demonstrated their support through active involvement in assisting the Coalition. DTSC has been extremely helpful in advising the Nevada-based Coalition members about California's regulatory structure and its Brownfields program opportunities and processes. NDEP has shared its experiences and program framework relevant to their Brownfields RLF. In addition to working with the individual Coalition members, both DTSC and NDEP have assisted the Coalition in communicating with property owners to understand both agencies' involvement in the process. As a longtime Brownfields Program participant, Nye County is assisting the Duckwater Division of Natural Resources in understanding the requirements and opportunities of the Brownfields Program and connecting them with NDEP for further guidance.

*ii. Other Governmental Partnerships:* Coalition members work cooperatively with local, state, and federal agencies on related projects, consistent with guidance from the RDSBC Public Outreach and Community Involvement Plan. Town boards, city councils, and tribal councils are aware of the Coalition Brownfields Program, and the Coalition works proactively with these entities to get input on assessment and cleanup activities, redevelopment and business initiatives, issues of environmental and community concern, and effective public outreach methods. The Coalition will also directly involve local planning agencies, public works departments, natural resource departments, town boards, city/tribal councils, and school districts in the site identification and prioritization for the RLF Program. Additionally, the Coalition works with various state agencies on brownfields planning and redevelopment activities. For example, the Nevada State Office of Energy assists the Coalition on initiatives geared at redeveloping brownfields for renewable energy-related projects. One of the Coalition’s objectives is to assess mine-scarred lands throughout the Coalition area, as former mines are ideal locations for renewable energy developments due to the property size and access to infrastructure. This coincides with the Bureau of Land Management’s (BLM) 2010 initiative to reach out to mining claim owners to assist in mitigating abandoned hazards associated with mines (BLM, “Outreach to Mining Claimants about Abandoned Mine Hazards,”) as well as the BLM’s work to promote the sound development of renewable energy on public lands (BLM “New Energy for America”). With the assistance of NDEP, the Coalition is working to identify and assess former mine sites on private lands and will market the RLF Program to property owners if cleanup is warranted. Moreover, Nye County, the lead applicant, has a strong working relationship with BLM and is a signatory to an MOU with four of the BLM district offices with oversight of the region. Nye County will leverage its existing relationship with the BLM to gather insight and input on Coalition activities. This relationship will enable the Coalition to tap into BLM expertise on remediation and redevelopment plans for similar projects on public lands as the Coalition works with private mining properties and privately-owned lands adjacent to or near BLM properties. The Coalition will continue working with state and federal agencies to develop new partnerships with other government organizations to advance Coalition initiatives.

**c. Partnerships with Community Organizations**

*i. Community Organization Description & Roles:* The Coalition has partnered with community, economic, and training organizations and will continue to build relationships with other organizations throughout Nevada and California. These groups will act as liaisons between the Coalition, community members, and stakeholders and have committed to providing support to the Coalition as shown in Table 5.

**Table 5: Community-Based Organizations**

<b>Organization</b>	<b>Contact</b>	<b>Support Commitment</b>
Amargosa Conservancy	Tanya Henderson	Outreach
Inyo County School District	Lisa Fontana	Education; Meeting Facilities
Lincoln County Regional Development Authority	Mike Baughman	Outreach
Lone Pine Chamber of Commerce	Kathleen New	Outreach
Mineral County Economic Development Authority	Shelley Hartmann	Outreach; Education; Workforce Development; Business Support
Nevada Small Business Development Center	Sam Males	Technical Assistance; Training
NyE Communities Coalition	Stacy Smith	Outreach; Training
Nye County Regional Economic Development Authority	Paul Miller	Planning; Outreach; Business Support
Nye County School District	Dale Norton	Education
Rural Nevada Development Corporation	Mary Kerner	Technical Assistance; Business Support
White Pine School District	Adam Young	Education/Training

*ii. Letters of Commitment:* See Attachment III for letters from the organizations listed in Table 5.

#### **d. Partnerships with Workforce Development Programs**

The Coalition understands the need to prepare the local workforce for employment opportunities, considering the high unemployment in the Coalition jurisdictions. The Coalition will work with Nye County's Environmental Workforce Development and Job Training Program and the County's Brownfields Job Training Program coordinators and participants as well as other green job training programs across the region to ensure that participants are aware of employment opportunities associated with remediation activities funded by the RLF Program and future opportunities in other green job sectors, such as renewable energy. Nye County will notify borrowers and subgrantees of these training programs and the availability of a local, trained workforce to support cleanup and future development activities. During negotiations with developers, the Coalition will evaluate the potential for development agreements to include clauses related to local hiring of employees to ensure that residents are involved in Brownfields revitalization within their communities. Supporters of the Coalition include several entities experienced in providing job training/workforce development, such as NyE Communities Coalition and Mineral County Economic Development Authority, and the Coalition will call on their expertise in preparing the workforce for these job opportunities and connecting them with prospective employers.

### **4. PROGRAM BENEFITS**

#### **a. Welfare, Environmental, and Public Health Benefits**

The Coalition has a predominance of brownfields throughout its communities due to the historic development activities and patterns that have occurred in the region. Brownfields present a myriad of health and public safety issues in the communities, including: potential exposure to surface and air-borne contaminants like heavy metals and chemicals from mine-scarred lands and properties that used historic building practices; abandoned properties that create an aesthetic nuisance and present physical hazards and blight; and possible soil and groundwater contamination associated with legacy facility operations (e.g. FUDS, abandoned diesel truck stops and gasoline stations, and old farmlands with improperly managed petroleum and chemical storage areas). Redevelopment of brownfields will lead to improved groundwater, soil, and air quality through assessment and remediation of contaminated sites. Health concerns associated with exposure to contaminants include increased incidence of cancer, neurological and respiratory diseases, kidney disease, and other serious illnesses. The full extent of contamination is not yet realized as the Coalition area contains many different types of potential sites and identification and assessment is ongoing. The Coalition has been successful in targeting brownfield sites for cleanup, but additional funding is required to enable cleanup.

Cleanup of these sites will reduce the contamination exposure not only to sensitive populations, like the elderly and disabled, but to the entire community. Appropriate controls, such as restricted access, will be put into place to reduce or eliminate exposure to contaminants by residents. Samples collected and materials removed during cleanup will be properly disposed of and steps will be taken, such as the use of green remediation techniques, to prevent future contamination and degradation of our environment. The cleanup activities will also remove redevelopment obstacles, which reduce and obstruct the welfare of the communities in which the sites are located. The public outreach and presentation of the ABCAs will enable community members to have a voice in cleanup and reuse of the brownfield sites, contributing to an improved sense of welfare and more equitable and environmentally just redevelopment.

The Brownfields Program also supports the Coalition's overarching sustainability goals. Nye County's participation in the EPA Brownfields Assessment Program as well as the Mine-Scarred Lands Initiative led to its support for Brownfields to Brightfields. Nye County demonstrated a commitment to these initiatives by constructing its new County Administration building on a brownfields site and installing solar panels to reduce its consumption of traditional coal-fired electricity sources. Nye County has expanded

its sustainability and renewable energy goals to include non-brownfields sites, while maintaining a focus on infrastructure reuse and more sustainable development of private lands. These development goals were exemplified by Solar Reserve's use of infrastructure from the former Anaconda Mine (north of Tonopah, Nevada) to construct its 110 MW Crescent Dunes solar power project and First Solar's plan to develop a photovoltaic solar plant on former traditional farmland in Amargosa Valley, Nevada. This focus on the renewable energy development in the area led Nye County to partner with neighboring jurisdictions to promote a regional strategy for Brownfields to Brightfields and form the Coalition. The success of this partnership in identifying and assessing brownfields and conducting area-wide planning has led to the growth of the Coalition to include additional communities and a tribal government, an expansion of sustainable redevelopment priorities across the region, and a greater understanding of the need for and opportunities associated with brownfields assessment, cleanup, and reuse.

#### **b. Economic and Community Benefits**

The Coalition members have a common history of previously disturbed lands, such as mine-scarred lands. Cleanup planning is tailored to the desired redevelopment option. The Coalition has been successful in identifying, assessing, planning, and now cleaning up brownfields with the support and encouragement of the EPA. It anticipates further success with approval of this grant application and expansion of the growing renewable energy industry. Coalition members are familiar with the positive impacts brownfields funding has on revenue generation potential. Coalition members have already increased job opportunities and tax revenues, as well as other economic benefits from promoting renewable energy in the form of Pattern Energy's Spring Valley Wind Farm (151.8 MW) Project in White Pine County, Solar Reserve's Crescent Dunes Solar project (110 MW) located north of Tonopah in Nye County, and implementation of Valley Electric Association's residential solar hot water heater program (one of the largest in the country) in the Town of Pahrump (Nye County). Nye, Esmeralda, Inyo, and White Pine Counties have successfully implemented public-private partnerships on brownfields to promote redevelopment of new business.

### **5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE**

#### **a. Audit Findings**

Nye County has not received any adverse audit findings. The County's accounting and financial management system includes yearly audits conducted by an independent agency. The Nye County budget office has internal controls in place to ensure tight control of payments to County staff and contractors.

#### **b. Programmatic Capability**

Nye County monitors natural resources, environmental processes, utility-scale developments, and renewable energy resources, and has established team members and procedures to ensure project completion, fund management, and timely expenditures in accordance with approved work plans and financial management practices. Nye County staff, including the Project Director, Grant Administrator, Fund Manager, District Attorney, and Technical Coordinator have experience working on the Brownfields Coalition Program, including the 2013 RLF Grant and the Coalition Assessment Grants. In the event of employee turnover, the current staff is equipped to manage the workload until a qualified replacement is identified and selected. The Nye County RLF team members will work with Nye County Purchasing on procurement of a QEP to oversee site-specific cleanup activities as described in section 2.a.i.

The Project Director has a Bachelor degree in Business Administration and is responsible for overseeing all project activities, coordinating with the Coalition members, and ensuring compliance with all federal, state, and local regulations regarding expenditure of grant funds, procurement, and contractual review (including all applicable Federal Wage Rate requirements). The Grant Administrator has over eight years of experience in management and financial oversight, with two years in grant administration, and will monitor expenditures and oversee submittal of financial and progress reports. The Fund Manager has over ten years of accounting and finance experience, established the current RLF Program policies and



procedures, and will continue to prepare and issue loans/subgrants on behalf of the Coalition. The Technical Coordinator has Bachelor’s Degree in Geology with a minor in Mathematics and will provide direction to the QEP and remediation contractors regarding the project goals and expected outcomes, ensure the Program is consistent with Nye County’s policies and renewable energy development plans, and will oversee and review all technical outputs/deliverables. The District Attorney has a Juris Doctorate and will conduct all legal reviews on behalf of the Coalition in support of the RLF Program. Nye County staff will be advised by the contracted QEP on EPA and state/tribal requirements and applicable laws relevant to the cleanup activities under the RLF Program. In addition to the Project Director, the RLF Team will provide guidance and support to Coalition Member representatives to enable informed decision-making on which sites should be selected for inclusion in the RLF Program.

**c. Measuring Environmental Results: Anticipated Outputs/Outcomes**

The measures of success listed in Table 6 were developed for the FY2013 RLF Grant and will also be used to track progress toward achieving the outputs and outcomes of the FY2018 RLF Grant. Nye County has tracked measures of success and reported achievements in this manner under every EPA Brownfields grant it has received. Nye County and the Coalition update the actual achievements relative to their goals regularly as they update ACRES property profiles and prepare quarterly progress reports.

**Table 6: Measures of Success**

Measures	Actual
Number of loans issued	
Amount of loans issued	
Number of subgrants issued	
Amount of subgrants issued	
Interest earned on loans	
Number of sites cleaned up	
Number of sites redeveloped	
Number of new businesses established on sites cleaned up	
Increase in tax revenues associated with each business	
Increase in property values over time	
Number of new jobs created by businesses developed on sites cleaned up	
Additional funding leveraged	

**d. Past Performance and Accomplishments**

*i. Currently or Has Ever Received an EPA Brownfields Grant:* Nye County has received many EPA grants, and Nye, most recently, has used the funding to develop and expand a regional approach to brownfields redevelopment to neighboring communities with similar attributes and environmental concerns.

**1. Accomplishments:** The Coalition surpassed its goals under the 2011 and 2014 Assessment Grant and expects to continue that track record under the new 2017 Assessment Grant. As of October 2017, the Coalition completed 47 Phase I ESAs and 12 Phase II ESAs under the FY2011 and FY2014 Assessment Grants, exceeding the goals of 38 Phase Is and 9 Phase IIs. These accomplishments are in addition to the extensive area-wide planning it has conducted to advance redevelopment priorities and the site-specific cleanup planning it has completed to support brownfields remediation using the RLF and other sources of funding. Furthermore, over \$1.3 Million in funding has been leveraged for cleanup and redevelopment activities. Nye County regularly updates the property profiles in the ACRES database as these site-specific activities are completed and all information is accurate and up to date as of October 31, 2017.

Based on its track record of accomplishments, the Coalition anticipates that it will also achieve the goals laid out in the 2013 RLF Grant. Despite delays, Nye County has issued one loan and is completing cleanup planning and outreach in advance of loan issuance for a second site. As the grant lead, Nye County has elected, with the support of the Coalition Members, to serve as the test-case for loans issued under the RLF Program. Nye County has the most experience with the EPA Brownfields Program and has actively

promoted it to neighboring jurisdictions based on its previous involvement and successes. In fact, this advocacy led to the formation of the Coalition to advance the region’s shared economic redevelopment vision and build the capacity of rural communities to gain access and utilize brownfields funding to support that mission. The Coalition is the first multi-state partnership and is now spans two states and a tribal government. The two current RLF projects are expected to build confidence in the other Coalition members and prospective borrowers and enable the Coalition to successfully achieve its goals by the end of the current grant period. An example of the hurdles and subsequent accomplishments of the RLF Coalition can be seen in EPA Region 9’s request that the Coalition’s biological evaluations for the Coalition’s two RLF project sites be included in their grantee toolkit. Nye County and Coalition continue to demonstrate innovation, first-of-their-kind projects, and best practices that can be used as examples of model project outputs and deliverables, which are accomplishments in themselves.

**2. Compliance with Grant Requirements:** Nye County has an exemplary history of managing federal grant funds from the EPA. Nye County managed previous grants such that all quarterly reports, property profile forms, and annual financial status reporting were completed in accordance with approved work plans. Nye County Finance ensures proper payment to contractors and County staff and has maintained routine communication with grantors to ensure that any questions regarding financial management of the grants have been addressed. Throughout management of federal grant funds, Nye County has complied with federal budgeting and reporting guidelines. ACRES reporting has evolved from bulk updates at regular intervals to site-specific updates as needed. A property profile is created once a site has been deemed eligible. The profile is updated after completion of Phase I and II reports, clean-up/reuse planning, and other relevant activities, as applicable. Table 7 provides a summary of Nye County’s current and most recent EPA Assessment and Revolving Loan Fund grants.

In 2013, the EPA awarded Nye (Lead), Esmeralda, Lincoln, and White Pine a Brownfields RLF Grant. Project activities for the 2013 RLF Grant began on October 1, 2014, and will conclude on September 30, 2018. Funds will be expended through cleanup activities on assessed brownfield sites, all of which came from the 2011 Coalition Assessment Program. Nye County did face delays in expending funds and issuing loans because it took time develop and document the policies and procedures for loan management under the new RLF Program, historic preservation and biological evaluations for properties in the area were extensive and time-consuming, and the other Coalition members were hesitant to recommend and approve projects in their jurisdiction under the newly developed program. To date, the current RLF Program has approved moving forward with two sites. As Nye County demonstrates how loan funds can be used, the RLF Coalition expects to issue the remaining loan/subgrant funds over the next year.

The Coalition was also awarded a 2014 Assessment Grant that began on October 1, 2015, to cover assessment and related activities in the Coalition area. Funds are anticipated to be expended by the close of the grant period on December 30, 2017. Additional brownfields sites will be assessed under the newly awarded 2017 Coalition Assessment Grant that further expanded the partnership to include a local tribe and for which the Coalition fully expects to meet its obligations, as it has in the past. As the number of brownfield sites in need of cleanup exceeds available RLF resources, additional funding is needed to support RLF investments and expand the RLF Coalition to include all Assessment Coalition members.

**Table 7: EPA Grant Management History (as of October 31, 2017)**

Year	Type	Amount	Amount Expended	Reports on Time	Reports Accepted	Achieved Results
2013	Revolving Loan Fund	\$1,000,000	\$289,713.31	Yes	On-going	On-going
2014	Coalition Hazardous Assessment	\$420,165	\$387,414.01	Yes	On-going	On-going
2014	Coalition Petroleum Assessment	\$179,835	\$166,034.57	Yes	On-going	On-going
2017	Coalition Hazardous Assessment	\$420,165	\$0	N/A	N/A	N/A
2017	Coalition Petroleum Assessment	\$179,835	\$0	N/A	N/A	N/A



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

16

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Planning Department – Yucca Mountain Repository Assessment Office

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Yucca Mountain Oversight – Joint Funding Agreement with U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert

**DEPARTMENTAL RECOMMENDATION:** Authorize the Chairperson to sign the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the Amount of \$8,000.00.

**SUMMARY DISCUSSION:** The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFS), Bureau of Land Management (BLM), and Nye County. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings reinitiate in the future, the data will provide greater clarity about the groundwater link between the Repository site and Inyo County.



The County has been participating in the monitoring of the Amargosa Well network, and the Joint Funding Agreement (JFA) between the County and USGS recently expired. County staff has coordinated with USGS to prepare the attached new JFA for the network to continue the County's participation in the program. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County continue to participate in the program by providing funding to the USGS for its monitoring activities.


**ALTERNATIVES:** The Board could not approve the JFA. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program. The Board could also direct staff to collect additional information and return for reconsideration at a future date.

**OTHER AGENCY INVOLVEMENT:** USGS, NPS, FWS, BLM, and Nye County

**FINANCING:** Resources for the JFA are budgeted within Yucca Mountain Oversight Budget #620605, Professional Services Object Code #5265. Fund balance is available to finance this work.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date 10/22/2017
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved:  Date 10/10/2017
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 10/10/17  
(Not to be signed until all approvals are received)

Attachment – Joint Funding Agreement



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY

PACIFIC REGION  
NEVADA WATER SCIENCE CENTER  
2730 N. Deer Run Road  
Carson City, Nevada 89701  
Phone: 775-887-7600; Fax: 775-887-7629  
Website: <http://www.usgs.gov/>

September 19, 2017

Mark Tillemans, Chairperson,  
Inyo County, Board of Supervisors  
C/o Yucca Repository Assessment Office  
P.O. Drawer L  
Independence, CA 93526

Dear Mr. Tillemans:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is \$8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2017 - September 30, 2018. Pending availability of Cooperative Matching Funds from the Cooperative Water Program, we will contribute \$6,026.

If you approve this work and the funding required, please sign the attached joint funding agreement, and return a scanned copy to Helen Houston at [NVFinance@usgs.gov](mailto:NVFinance@usgs.gov). Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

David L. Berger, Director  
USGS, Nevada Water Science Center

Enclosures

Cc: Geoff Moret, USGS  
NV Finance

Enclosure 2

**18WSNV00115**

**USGS Nevada Water Science Center**  
2730 N. Deer Run Road  
Carson City, NV 89701  
Fax: 775-887-7629  
DUNS: 178930541

**County of Inyo, California**  
Yucca Mountain Repository Assessment Office  
PO Drawer L  
Independence, CA 93526  
Phone: 760-878-0263  
Fax: 760-878-0382  
TID: 95-6000545  
DUNS: 010706687

**Technical Contact**  
Geoff Moret  
Phone: 702-564-4545  
gmoret@usgs.gov

**Technical Contact**  
Catherine Richards, Planning Director  
Phone: 760-878-0447  
crichards@inyocounty.us

**Executive Contact**  
David L. Berger, Director  
Phone: 775-887-7658

**Executive Contact**  
Mark Tillemans, Chairperson  
Phone: 760-878-0268

**Billing Contact**  
Helen Houston, Budget Analyst  
Phone: 775-887-7605  
NVFinance@usgs.gov

**Billing Contact**  
Ryan Smith-Standridge, Project Coordinator  
Phone: 760-878-0263  
rstandridge@inyocounty.us

**Any updates to contact information can be submitted to Helen Houston at NVFinance@usgs.gov.**

Form 9-1366  
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

**JOINT FUNDING AGREEMENT**

FOR

WATER RESOURCES INVESTIGATIONS

Customer #: 6000001003  
Agreement #: 18WSNV00115  
Project #: ZJ00EBM  
TIN #: 95-6005445  
Fixed Cost Agreement YES

**THIS AGREEMENT is entered into as of the, 19th day of September, 2017 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo, California, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the water-level and spring discharge monitoring network in Amargosa Desert herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
  - (a) by the party of the first part during the period
 

Amount	Date	to	Date
\$6,026.00	October 1, 2017		September 30, 2018
  - (b) by the party of the second part during the period
 

Amount	Date	to	Date
\$8,000.00	October 1, 2017		September 30, 2018
  - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:  
  
Description of the USGS regional/national program:
  - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

6000001003

Agreement #:

18WSNV00115

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey  
United States  
Department of the Interior  
USGS Point of Contact**

Name: Geoff Moret  
Address: 160 N. Stephanie Street  
Henderson, NV 89074  
Telephone: 702-564-4545  
Email: gmoret@usgs.gov

County of Inyo, California

**Customer Point of Contact**

Name: Catherine Richards  
Address: PO Drawer L  
Independence, CA 93526  
Telephone: 760-878-0447  
Email: crichards@inyocounty.us

**Signatures and Date**

Signature: 	Date: 9/19/2017	Signature: _____	Date: _____
Name: David L. Berger		Name: Mark Tillemans	
Title: Director		Title: Chairperson, Inyo County Board of Directors	





**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
17

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** MOU between Sheriff's Department and Bishop Unified School District for After School Dog Project

**DEPARTMENTAL RECOMMENDATION:**

Request the Board approve the Memorandum of Understanding between the Sheriff's Department and the Bishop Unified School District for the "After School Dog Project" which provides students at Palisades Glacier High School an after school elective to train dogs residing at the Inyo County Animal Shelter for school year 2017-2018.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The "After School Dog Project" at Palisades Glacier High School is scheduled to run from November 6, 2017 through December 22, 2017 and February 26, 2018 through April 20, 2018. The goal is to provide students at Palisades Glacier High School an engaging after school elective that also benefits the quality of life for dogs currently residing in the Inyo County Animal Shelter. A group of four to eight students and two adults (one teacher and one dog training adult) will work with chosen dogs three days a week for one hour to train dogs at the animal shelter.

The Bishop Unified School District agrees to indemnify, defend and hold harmless the County of Inyo, the Sheriff's Department and its employees from any and all claims, demands, costs, expenses of whatever nature arising out of or resulting from any animal bite or scratch to any students and/or adults, from acts of negligence or intentional misconduct of the District, its Board of Education, High School, its employees, or High School's Students.


**ALTERNATIVES:**

Not approve the contract. This is not recommended as it is a training opportunity for students and dogs.

**OTHER AGENCY INVOLVEMENT:**

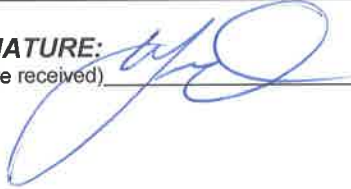
County Counsel  
Risk Management

**FINANCING:**

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)</b>  Approved:  Date <u>10/24/2017</u>

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 10-26-17



***"A Professional Service Agency"***

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BISHOP UNIFIED SCHOOL DISTRICT  
AND  
THE COUNTY OF INYO

This Memorandum of Understanding ("MOU") is between the Bishop Unified School District ("District") and the County of Inyo acting through the Inyo County Sheriff's Office ("ICSO"), collectively known as Parties.

It is expressly understood and agreed by both Parties as follows:

I. Purpose.

The mutual goal of the Parties is to provide students at Palisades Glacier High School ("High School") an engaging after school elective that also benefits the quality of life for dogs currently residing in the Inyo County Animal Shelter. Four to eight students and two adults (one teacher and one dog training instructor) will work with carefully chosen canines three days a week for one hour to train dogs at the Inyo County Animal Shelter. The project will be called, "After School Shelter Dog Project" ("Project"). The Project is currently funded for two six-to-seven week blocks (one in the Fall and one in the Spring). This Project is set to begin in November 2017.

II. Term.

This agreement is effective from November 6, 2017 through December 22, 2017 and February 26, 2018 through April 20, 2018. Unless sooner terminated or cancelled pursuant to the provision of this agreement, the term shall be for these two six-to-seven week blocks and expire on April 20, 2018.

III. Scope of Service.

There are two components to the program.

The first is a hands-on component, with instruction and close supervision. The students will get a firsthand look at the day-to-day operation of the county animal shelter. They will also be taught some basic dog training and handling skills. The students will be paired with a shelter canine and use the above mentioned skills to increase the adoptability of "their" dog.

The second component will be using some of the Mutt-i-grees Curriculum in the classroom. This program was developed to provide lessons for students in grades 9-12 in social and emotional learning using shelter dogs as the theme. The teacher that will present this curriculum in the classroom will also be working with the students, dog trainer and shelter staff during the onsite portion of the elective.

IV. Consideration.

The only consideration for this MOU is the training opportunities for the students and the dogs.

V. Release.

Participation in the Project requires an authorized adult, whether parent or legal guardian, to sign an Inyo County Risk Management release of liability form prior to a student's participation in the Project.

VI. Indemnification.

The District agrees to indemnify, defend and hold harmless the County of Inyo, ICSO, its officers, agents, and employees from and against any and all claims, demands, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from any animal bite or scratch to any students and/or adults participating in the Project, from acts of negligence or intentional misconduct on the part of the District, its Board of Education, High School, High School's Students, or the District's or High School's officers, agents, or employees.

VII. Termination.

Authority is granted to the Inyo County Sheriff, who may in his discretion:

1. Determine that the continuance of the Program in its totality is not in the best interest of the county, and cancel the Program at any time;
2. Cancel any particular training session by providing at least one (1) hour advance notice to the Program.

Authority is granted to the Program in its discretion, to advise the District at least one (1) hour in advance should conditions exist that require cancellation of training on a given day.

VIII. Notice.

Any and all notices, requests, demands, and other communications related to the Project under the terms of this MOU shall be in writing, except for the Parties' routine exchange of information and cooperation during the terms of the Project, and shall be addressed as follows:

District

Palisade Glacier High School  
Attn: Katie Kolker  
2001 Sugar Loaf Road  
Big Pine, CA 93513

County

Inyo County Sheriff's Office  
Attn: Juan Martinez  
PO Drawer S  
Independence, CA 93526

IX. Authority.

The signers of this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This MOU is subject to the approval of each Party's governing Board.

WHEREFORE, the Parties have entered into this Memorandum of Understanding on the 18<sup>TH</sup> day of OCTOBER, 2017.

Bishop Unified School District

Date Executed:

By:



Barry Simpson  
Superintendent

Inyo County Sheriff's Office

Date Executed:

By:



Bill Lutze  
Inyo County Sheriff

Approved as to form by:

  
Inyo County Counsel



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerks Use Only  
AGENDA NUMBER

18

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF: November 7, 2017**

**SUBJECT:** Request to fill (1) one vacant Deputy Sheriff position.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board find that consistent with the adopted Authorized Review Policy:

- A. The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- B. Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment; but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
- C. Approve the open recruitment and hiring of (1) one Deputy Sheriff position (Range 67SA-SC \$4,232 – \$5,408) and authorize up to the D step for a qualified lateral applicant.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On October 9th, the Sheriff's Office had a deputy sheriff's position become vacant due to the separation of a sheriff's deputy to a neighboring agency. We request that your board authorizes, pursuant to the candidate qualifications and experience, the hiring of (1) one qualified lateral/certificated candidate up to the D step, or an internal and open recruitment for an entry level applicant. Hiring of this (1) one deputy sheriff's position will fall within the Sheriff's current authorized strength. The Sheriff's Office has an established list of applicants and has candidates in the hiring process for this position.

**ALTERNATIVES:**

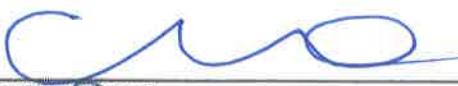

Deny the filling of (1) one Deputy Sheriff's position.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department  
Auditor's office

**FINANCING:**

This Deputy position is currently budgeted in the Board approved 2017-2018 Sheriff's Safety budget 022710.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>10/13</u> Date <u>2017</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>   Approved: <u>J</u> Date <u>10/13/17</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 10-17-17



**AGENDA REQUEST FORM**  
 BOARD OF SUPERVISORS  
 COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
 19

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Health & Human Services - ESAAA

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Board approval of Amendment Number 1 of the Standard Agreement for Contract Number AP-1718-16 between California Department of Aging and County of Inyo, as well as approval of the modification to Exhibit D.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board ratify and approve Amendment Number 1 to Standard Agreement for Contract Number AP-1718-16, between the County of Inyo and the California Department of Aging (CDA), increasing the overall allocation by \$7,296, for a total contract amount of \$730,256; approve the modifications to Exhibit D of the Contract; and authorize the HHS Interim Director to sign the Standard Agreement Amendment.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This contract amendment was received from the State on Monday, September 25, 2017 and routing through the County approval process began on that day. This Contract Amendment provides for an increase to the County in Ombudsman funds in the amount of \$1,740, and increasing the allocation of One-Time-Only (OTO) federal and state funds in the amount of \$5,556, which is derived from reallocated carryover from FY 2016-17 as well as additional allocations. This increase will be used to continue senior services provided under this Agreement. The increases in Ombudsman funds are in the following categories:

Federal Fund IIIB	Federal Fund VIIa	State Health Facilities Citation Penalty Account
<b>\$413</b>	<b>\$217</b>	<b>\$1,110</b>

The OTO funds are increases in the following categories:

Supportive Services	Congregate Nutrition	Home-Delivered Meals	Disease Prevention	Family Caregiver	Elder Abuse
<b>\$372 (IIIB)</b>	<b>\$1,939</b> (Federal IIIC1)	<b>\$1,141</b> (Federal IIIC2)	<b>\$111 (IIID)</b>	<b>\$1,957</b> (IIIE)	<b>\$36</b> (VII)

The above funds for Supportive Services, Congregate Nutrition, and Home Delivered Meals funds will result in a need to amend our existing contract with Mono County contract in order for the additional funds to be allocated appropriately between the two counties. Funds will be recognized during the County mid-year process.

CDA has also amended Exhibit D to the Contract, to reflect a new form that's use is required when changing the director, or the address. A new email address to submit the form is also included in the amendment.



**ALTERNATIVES:**




The Board could choose to not ratify and approve these amendments to the existing contract. This is not recommended as the county, then, would not be entitled to receipt of the additional funds.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging, County of Mono, and California Indian Legal Services

**FINANCING:**

State and Federal dollars. Total amount of this contract is \$730,256, and will be budgeted as revenue in the ESAAA budget (683000) in the State and Federal revenue object codes during the County mid-year process. Total federal dollars are \$488,143, and total State dollars are \$242,113.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b>  	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> <u>10/11/17</u> Date:
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)   Approved: <u>yes</u> <u>10/13/2017</u> Date:
<b>PERSONNEL DIRECTOR:</b>  N/A	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date:
<b>BUDGET OFFICER:</b>  Will recognize 2 M.O Year	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)   Approved: <u>10-17-2017</u> Date:

**DEPARTMENT HEAD SIGNATURE:**  (Not to be signed until all approvals are received) Date: 10/25/17

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING

**CONTRACT SUMMARY OF CHANGES FOR AREA PLAN AMENDMENT 1 AP-1718-A1**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D, Article XVI. B.	B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be addressed to the Director of CDA on the Contractor's letterhead.	B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA 045) to <a href="mailto:AAAcontactinfo@aging.ca.gov">AAAcontactinfo@aging.ca.gov</a> .	Updating for Accuracy/ Change in form
Exhibit D, Article XVII. B.	B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contract Representative form to CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from CDA's Contracts and Business Services Section.	B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation Form (CDA 045) to <a href="mailto:AAAcontactinfo@aging.ca.gov">AAAcontactinfo@aging.ca.gov</a> . This form requires the ACR's phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.	Updating for Accuracy/ Change in form

**STANDARD AGREEMENT AMENDMENT**

STD, 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 35 Pages

AGREEMENT NUMBER <b>AP-1718-16</b>	AMENDMENT NUMBER <b>1</b>
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME  
California Department of Aging
- CONTRACTOR'S NAME  
County of Inyo
2. The term of this Agreement is July 1, 2017 through June 30, 2018
3. The maximum amount of this Agreement after this amendment is: **\$ 730,256** Seven hundred thirty thousand two hundred fifty-six and 00/100 dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment increases funds provided to the Contractor by \$ 7,296.

The attached Budget Display page 13 & 14 dated 9/30/2017, hereby replaces the Original Exhibit B - Budget Display, pages 13 & 14 dated 7/1/2017. The Budget, Amendment 1 is hereby incorporated by reference and replaces the original Budget.

This amendment changes contract language in Exhibit D Article XVI, Notices section B and Article XVII Department Contacts section B. Specific language changes are detailed on the Contract Summary of Changes for Area Plan Amendment 1 (AP-1718-A1) document posted on CDA's website.

The Exhibit D, Amendment 1 hereby replaces the original Exhibit D.

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Inyo		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 163 May Street Bishop CA 93514-2709		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Aging		<input checked="" type="checkbox"/> Exempt per: AG OP 80-111
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Glenn Wallace, Manager, Contracts and Business Services Section		
ADDRESS 1300 National Drive, Ste. 200, Sacramento, CA 95834		

**AREA PLAN  
 Budget Display  
 Fiscal Year 2017-18 (Federal Funding Years 2017 & 2018)  
 County of Inyo**

**12 months (July 1, 2017 - June 30, 2018)**

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Total OTO	Updated Total	Net Change
<b>Supportive Services</b>								
Federal Title IIIB	3BSL17-17	25,697 (b)	-	-	25,697	372	26,069	372
Federal Title IIIB	3BSL18-17	77,089 (c)	-	-	77,089	-	77,089	-
<b>Total Supportive Services</b>		<b>102,786</b>	<b>-</b>	<b>-</b>	<b>102,786</b>	<b>372</b>	<b>103,158</b>	<b>372</b>
<b>Ombudsman</b>								
Federal Title IIIB	3BOL17-17	3,766 (b)	-	-	3,766	413	4,179	413
Federal Title IIIB	3BOL18-17	11,299 (c)	-	-	11,299	-	11,299	-
Federal Title VIIa	7OFL17-17	4,765 (b)	-	-	4,765	217	4,982	217
Federal Title VIIa	7OFL18-17	14,294 (c)	-	-	14,294	-	14,294	-
General Fund IIIB Public Health L & C Program Fund	B1GL LCPF	8,945 (a) 3,578 (a)	-	-	8,945 3,578	-	8,945 3,578	-
State Health Facilities Citation Penalties Account	SDFL	1,214 (a)	1,110 (a)	-	2,324	-	2,324	1,110
SNF Quality & Accountability	SNFL	16,995 (a)	-	-	16,995	-	16,995	-
<b>Total Ombudsman</b>		<b>64,856</b>	<b>1,110</b>	<b>-</b>	<b>65,966</b>	<b>630</b>	<b>66,596</b>	<b>1,740</b>
<b>Congregate Nutrition</b>								
Federal Title IIIC1	3C1L17-17	35,967 (b)	-	-	35,967	1,734	37,701	1,734
Federal Title IIIC1	3C1L18-17	107,900 (c)	-	-	107,900	-	107,900	-
General Fund C1	C1GL	53,187 (a)	-	-	53,187	-	53,187	-
NSIP C1	NC1L17-17	3,776 (b)	-	-	3,776	205	3,981	205
NSIP C1	NC1L18-17	11,328 (c)	-	-	11,328	-	11,328	-
<b>Total Congregate Nutrition</b>		<b>212,158</b>	<b>-</b>	<b>-</b>	<b>212,158</b>	<b>1,939</b>	<b>214,097</b>	<b>1,939</b>
<b>Home-Delivered Meals</b>								
Federal Title IIIC2	3C2L17-17	18,102 (b)	-	-	18,102	624	18,726	624
Federal Title IIIC2	3C2L18-17	54,304 (c)	-	-	54,304	-	54,304	-
General Fund C2	C2GL	156,945 (a)	-	-	156,945	-	156,945	-
NSIP C2	NC2L17-17	7,945 (b)	-	-	7,945	517	8,462	517
NSIP C2	NC2L18-17	23,836 (c)	-	-	23,836	-	23,836	-
<b>Total Home Delivered Meals</b>		<b>261,132</b>	<b>-</b>	<b>-</b>	<b>261,132</b>	<b>1,141</b>	<b>262,273</b>	<b>1,141</b>
<b>Disease Prevention</b>								
Federal Title IIID	3DFL17-17	640 (b)	-	-	640	111	751	111
Federal Title IIID	3DFL18-17	1,918 (c)	-	-	1,918	-	1,918	-
<b>Total Disease Prevention</b>		<b>2,558</b>	<b>-</b>	<b>-</b>	<b>2,558</b>	<b>111</b>	<b>2,669</b>	<b>111</b>
<b>Family Caregiver</b>								
Federal Title IIIE	3EFL17-17	4,359 (b)	-	-	4,359	1,957	6,316	1,957
Federal Title IIIE	3EFL18-17	13,077 (c)	-	-	13,077	-	13,077	-
<b>Total Title IIIE</b>		<b>17,436</b>	<b>-</b>	<b>-</b>	<b>17,436</b>	<b>1,957</b>	<b>19,393</b>	<b>1,957</b>
<b>Elder Abuse</b>								
Federal Title VII	7EFL17-17	162 (b)	-	-	162	36	198	36
Federal Title VII	7EFL18-17	487 (c)	-	-	487	-	487	-
<b>Total Elder Abuse</b>		<b>649</b>	<b>-</b>	<b>-</b>	<b>649</b>	<b>36</b>	<b>685</b>	<b>36</b>

**AREA PLAN  
 Budget Display  
 Fiscal Year 2017-18 (Federal Funding Years 2017 & 2018)  
 County of Inyo**

**12 months (July 1, 2017 - June 30, 2018)**

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Total OTO	Updated Total	Net Change
<b>Administration</b>								
	Federal Title IIIB	3BAL17-17	4,638 (b)	-	4,638	-	4,638	-
	Federal Title IIIB	3BAL18-17	13,915 (c)	-	13,915	-	13,915	-
	Federal Title IIIC1	C1AL17-17	5,808 (b)	-	5,808	-	5,808	-
	Federal Title IIIC1	C1AL18-17	17,425 (c)	-	17,425	-	17,425	-
	Federal Title IIIC2	C2AL17-17	2,923 (b)	-	2,923	-	2,923	-
	Federal Title IIIC2	C2AL18-17	8,770 (c)	-	8,770	-	8,770	-
	Federal Title IIIE	3EAL17-17	1,942 (b)	-	1,942	-	1,942	-
	Federal Title IIIE	3EAL18-17	5,825 (c)	-	5,825	-	5,825	-
	General Fund C1	1GAL	110 (a)	-	110	-	110	-
	General Fund C2	2GAL	29 (a)	-	29	-	29	-
	<b>Total Administration</b>		<b>61,385</b>	<b>-</b>	<b>61,385</b>	<b>-</b>	<b>61,385</b>	<b>-</b>
<b>Funding Summary</b>								
	Federal Funds	481,957	-	-	481,957	6,186	488,143	6,186
	General Fund	219,216	-	-	219,216	-	219,216	-
	Public Health L & C							
	Program Fund	3,578	-	-	3,578	-	3,578	-
	SNF Quality & Accountability	16,995	-	-	16,995	-	16,995	-
	State Health Facilities							
	Citation Penalties							
	Account	1,214	1,110	-	2,324	-	2,324	1,110
	<b>Grand Total - All Funds</b>	<b>722,960</b>	<b>1,110</b>	<b>-</b>	<b>724,070</b>	<b>6,186</b>	<b>730,256</b>	<b>7,296</b>

**Comments:**

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 6,721  
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 3,360  
 The minimum General Fund to be expended for State Match in Title III is: 18,919

CFDA NUMBER	Year	Award #	Award Name
93.041	2017	17AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.041	2018	TBD	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2017	17AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2018	TBD	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2017	17AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2017	17AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2017	17AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2017	17AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2017	17AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2018	TBD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2017	17AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2018	TBD	Older Americans Act Section 311-Nutrition Services Incentive Program

(a) Funds must be expended by 6/30/18 and final expenditures reported in closeout by 7/31/18.

(b) Funds must be obligated by 9/30/17 and final expenditures reported in closeout by 6/30/18. The baseline request to be transferred for the project (7/1/17-9/30/17) is due 5/1/17. These funds may not be carried over into a following year contract.

(c) Funds must be reported in closeout by 7/31/18 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/17-6/30/18) is due 5/1/18.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. "USC" means United States Code.
16. "HHS" means United States Department of Health and Human Services.
17. "OAA" means Older American Act.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE II. ASSURANCES (Continued)

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:  
<http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]



**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE II. ASSURANCES (Continued)

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE II. ASSURANCES (Continued)

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145]  
[29 CFR 3]
  - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
  - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
  - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE II. ASSURANCES (Continued)

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
  - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE II. ASSURANCES (Continued)

3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE II. ASSURANCES (Continued)

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
  5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
  6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

**ARTICLE V. SUBCONTRACTS**

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE V. SUBCONTRACTS (Continued)

- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
  - 1. The Request for Proposal or Invitation for Bid.
  - 2. All bid proposals received.
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
  - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
  - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).



**Special Terms and Conditions - Exhibit D**  
**AP 1718 Contract Amendment 1**

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
  2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year.
  2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).
  3. Is used to conduct business under this Agreement.
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to CDA, unless otherwise directed by CDA.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE VII. PROPERTY (Continued)

The Contractor shall record the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number or other tag identifying it as State of California property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source.

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.

**Special Terms and Conditions - Exhibit D**  
**AP 1718 Contract Amendment 1**

ARTICLE VII. PROPERTY (Continued)

- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  - 1. For another CDA program providing the same or similar service.
  - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

**ARTICLE IX. MONITORING AND EVALUATION**

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

**ARTICLE X. AUDIT REQUIREMENTS**

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

California Department of Aging  
Attention: Audit Branch  
1300 National Drive, Suite 200  
Sacramento, California 95834

The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
- C. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
- D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

- 1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the Subcontractor's fiscal year have met the audit requirements of 2 CFR § 200.501 - § 200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article.
- 2. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
- 3. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).
- 4. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
  - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
  - b. Records that identify adequately the source and application of funds for each federally funded activity.

**Special Terms and Conditions - Exhibit D**  
**AP 1718 Contract Amendment 1**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
  - d. Comparison of expenditures with budget amounts for each federal award.
  - e. Written procedures to implement the requirements of 2 CFR 200.305.
  - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles.  
  
[2 CFR 200.302]
- 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
  - 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- E. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:
- 1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]
  - 2. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]
  - 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]
  - 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515]

**Special Terms and Conditions - Exhibit D**  
**AP 1718 Contract Amendment 1**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- G. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
    - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.



**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

- I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
  - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
  - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
  - 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - a. \$750,000 if seating capacity is under 8
    - b. \$1,500,000 if seating capacity is 8 – 15
    - c. \$5,000,000 if seating capacity is over 15
  - 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE XI. INSURANCE (Continued)

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
  - 1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
  - 2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

**Special Terms and Conditions - Exhibit D**  
**AP 1718 Contract Amendment 1**

ARTICLE XI. INSURANCE (Continued)

- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE XII. TERMINATION (Continued)

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE XII. TERMINATION (Continued)

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

**ARTICLE XIV. DISSOLUTION OF ENTITY**

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

**ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS**

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

**ARTICLE XVI. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

**ARTICLE XVII. DEPARTMENT CONTACT**

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

**ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY**

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.



**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

- 2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - a. Methodologies used.
  - b. The linguistic and cultural needs of non-English speaking or LEP groups.
  - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
- 3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

**B. Provision of Services**

- 1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
- 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

**Special Terms and Conditions - Exhibit D  
AP 1718 Contract Amendment 1**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>
20

Consent    Departmental    Correspondence Action    Public Hearing  
 Scheduled Time for    Closed Session    Informational

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:**

**SUBJECT:** Approval of revised Re-Entry Services Coordinator job description and authorize to hire a Re-Entry Services Coordinator.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the revised Re-Entry Services Coordinator Job Description, and find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for this requested position exists in non-General Fund budgets as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B) Where internal candidates meet the qualification for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Re-Entry Services Coordinator at Range 73 (\$4,804 - \$5,843).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Re-Entry Service Coordinator position recently became vacant as a result of the employee accepting a position in another county. This position was created as part of a pilot project to reduce recidivism in the Inyo County Jail and to improve continuity of care as inmates leave the Jail and re-enter their communities. The position was created following the passage of AB 109 when certain categories of prison inmates were remanded back to their local communities and monies realigned to counties for the purpose of providing services. Inyo County's Community Corrections Partnership (CCP) which is charged with providing oversight and recommendations on the funds identified the need for the identified population to receive jail-based needs assessment; treatment programming around chemical dependency and mental health issues using evidence-based strategies geared towards persons in correctional settings; individualized case coordination and skill building; and care coordination, planning and assistance to individuals re-entering their communities in connecting to community services and supports through field-based case management. The desired outcome for these efforts being a reduction in recidivism, as well as a decrease in related systems costs.

As a pilot project the goal was to monitor and periodically assess the need to make program changes. The person originally hired into the position created a strong system of assessment and care coordination for the incarcerated target population and has helped create a strong re-entry program. The work performed with inmates prior to their release is critical and sets the foundation for a successful re-entry into the community. While the field-based case management required upon re-entry has been more challenging to perform, it is hoped that your Board's approval of a Deputy Probation Officer and a Rehabilitation Specialist during the budget process, will allow for more dedicated case management activities to occur that support the foundation established in the Jail and help individuals successfully integrate into the community.

As CCP's Executive Committee reviewed the job description, it appeared that some minor changes were required in order to allow for the broadest level of flexibility while ensuring that the outcomes desired remain the focus of the position. The attached draft job description has incorporated some minor changes in the Definition section, specifically allowing the flexibility for the position to be housed under a department other than HHS as appropriate and approved by your Board; adds language in the Essential Job Duties section allowing for the position to provide supervision, as the position is at a classification level consistent with other supervisors; and, finally, in the Employment Standards section replaces the special requirement for a certification as a drug and alcohol counselor or the ability to obtain certification during the course of employment with an indication that this is desired.

The Department is respectfully requesting your Board to approve the proposed job description as revised and authorize the Department to hire a Re-Entry Services Coordinator.

**ALTERNATIVES:**


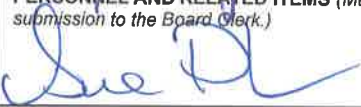
Your Board could deny this request, resulting in a significant loss of jail and community based support for the Jail's re-entry population.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Sheriff, Inyo County Probation, Inyo County District Attorney, Inyo County Superior Court, and County Administration

**FINANCING:**

Health Realignment funds. This position would be paid 100% in Health (045100) in the Salaries and Benefits object codes and reimbursed by monies from the AB109 trust and claimed Medi-Cal Administrative Activities (MAA) funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: _____ ✓ Date: 10/10/17
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: _____ ✓ Date: 10/10/17
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 10/13/17



INYO COUNTY  
PERSONNEL SERVICES  
P. O. BOX 249  
INDEPENDENCE, CA 93526



(760) 878-0377  
FAX (760) 878-0465

AN EQUAL OPPORTUNITY EMPLOYER  
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

### **RE-ENTRY SERVICES COORDINATOR**

**Pilot project- Position is contingent upon continued funding and achievement of designated outcomes, as listed in the attached Exhibit A.**

**DEPARTMENT:** Health and Human Services  
**LOCATION:** Inyo County Jail and Countywide  
**SALARY:** Range 73 (\$4,804 - \$5,843)

**\*\*BENEFITS:** CalPERS Retirement System (2% at 55); employee contribution of 7% paid by Inyo County (EPMC reported as wages). Medical Plan – Employee responsibility for employee and dependent monthly premium on PERS Choice plan is 1% of base salary; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

**DEFINITION:** Under the general oversight of a CCP (Community Corrections Partnership) – designated Department Head, who will assign tasks as directed by the CCP Executive Team, provide assessment, counseling, care coordination and community re-entry support to persons in a correctional setting.

#### **ESSENTIAL JOB DUTIES:**

In a correctional setting as well as in the community, provides assessment of inmates committed to jail pursuant to Penal Code Section 1170(h); coordinates inmate treatment and services programs and refers inmates to appropriate treatment and services programs; assists in the development and implementation of a re-entry care plan; provides individual and group counseling around chemical dependency and/or mental health issues using evidence-based intervention strategies for persons in the correctional system. Provides individual case coordination and skill-building for inmates and/or persons re-entering the community; provides support and case management to same clients through connection to case management support in the community around benefits and access to housing, healthcare, employment or educational opportunities and other general living and recovery. Provides crisis intervention when appropriate and communicates around crisis conditions to appropriate partners. May provide supervision to other employees in the provision of services. Participates in collaborative team meetings and trainings; prepares reports, chart notes, and completes data collection forms in a timely, accurate manner; communicates effectively both orally and in writing with the Custody staff, Courts and Probation and/or other collaborative partners; maintains appropriate client service standards in compliance with federal, state, and local laws and regulations; manages confidentiality appropriately; maintains appropriate and timely documentation, as required performs related duties as assigned.

## **EMPLOYMENT STANDARDS**

### **Education/Experience:**

A. A bachelor's degree with emphasis in social work, psychology, health education, drug and alcohol issues, vocational guidance, employment counseling, career assessment, or a closely related field.

OR

B. (1) Six months of experience performing duties comparable to the HHS Specialist IV, Rehabilitation Specialist or Social Worker I class; AND (2) completion of 15 semester or 22 quarter college units in a human service or behavioral health field. Six months of additional experience may be substituted for the required education.

OR

C. One year of experience performing duties comparable to the Social Worker I, Rehabilitation Specialist or HHS Specialist IV class;

**Knowledge of:** Current best practices in the assessment, treatment, and care management of persons with chemical dependency, mental health issues or co-occurring disorders within a corrections setting and as applicable to re-entry into the community. Cultural issues, family dynamics, and impact of trauma as applicable in the provision of services to this population. Partners, services, and resources within the community to assist in effective service provision. Laws pertaining to confidentiality and the ethical care of persons with addictions.

**Ability to:** Work effectively in a custodial setting as well as in a variety of other settings including the home and at other professional and/or community site. Assess adults using a standardized measure of risk, addictions, mental health needs and related issues. Obtain facts and recognize the relevant and significant considerations; organize and maintain work detail; utilize supervision and teamwork to assess situations and develop effective intervention plans. Communicate effectively both orally and in writing with Jail Staff, Courts, Probation, Health and Human Services and other collaborative partners. Diligently engage individuals to establish a trusting relationship. Maintain client rapport; analyze situations and adopt effective course of action; demonstrate skill in the more difficult casework areas; act effectively under stressful situations. Work effectively with the target populations being able to identify the individual's goals, strength and needs in their current setting. Seek out and effectively link clients with appropriate community resources. Establish and maintain working relationships with other professionals from a variety of agencies, and with community members. Keep accurate, clear and timely records and documentation; work some evenings or other alternate schedules as needs require. Ability to stand, walk, lift and carry up to 25 pounds, climb and descend stairs; sit for prolonged periods of time; produce written documentation by hand or computer; use a telephone; drive a motor vehicle. Consistent attendance is an essential function of the position.

**Special requirements:** Certification as a drug and alcohol counselor or eligibility to become certified during the course of employment is desired. Applicants must: successfully complete a pre-employment background investigation and physical examination, submit to yearly tuberculosis test, possess or obtain within six months of employment a valid First Aid and CPR certification and maintain during term of employment, and possess a valid operator's license issued by the State Department of Motor Vehicles.

Re-Entry Services Coordinator  
**Designated Outcomes for the Community Corrections Partnership (CCP) Pilot Project**

**For the current vacancy in Health and Human Services:** This position was established as part of a pilot project to reduce recidivism in the Inyo County Jail and to improve continuity of care as inmates leave the Jail and re-enter their communities. The position is contingent upon both continued funding and achievement of the following outcomes by the CCP:

**Year One:** As part of the Community Corrections Partnership Project, participate in the development and maintenance of baseline data for the inmate population.

**Year Two:** Actively participate in and contribute to reducing recidivism for target population by a minimum of 5% over baseline in the first 18 months of interventions through the CCP.

**Year Four:** Actively participate in and contribute to reducing recidivism for target population by an additional 5% from Year Two through combined efforts of the CCP.

DRAFT



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  21
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES – Fiscal

**FOR THE BOARD MEETING OF:**

**SUBJECT:** Request to hire one Office Technician III.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- 1) The availability of funding for the requested position exists in a non-General Fund HHS budget (no County General Funds), as certified by the Health and Human Services Interim Director and concurred with by the County Administrator, and Auditor-Controller; and
- 2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; however if an internal candidate is hired within the division authorize HHS to backfill the resulting vacancy; and
- 3) Approve the hiring of one Office Technician III at Range 63 (\$3,791 - \$4,613).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The HHS Fiscal Division has had a vacant Office Technician position that has remained vacant, as we were implementing a full assessment of division needs and conducted cross training and rotations of job duties across all budgets. As part of the assessment, job tasks were identified and a determination made as to which level under the Office Technician the duties would be assigned based, in part, on the level of complexity of the job task. Most of the outstanding job duty tasks can be performed at this time by an Office Technician II, however, HHS is in the process of working with Probation to establish their department as a Medi-Cal Administrative Activities (MAA) claiming unit, which will allow Probation to claim funding for MAA related activities performed by probation staff, including those staff providing services to the AB 109 (Re-Entry) population. Given the type of tasks involved with the MAA claiming process, which reviewing daily time studies; annual training; training when new staff are hired; claim worksheet completion; and support documentation collection and organization, combined with the other assigned fiscal tasks, the Fiscal Division has determined that there is a need to fill the vacancy at the Office Technician III classification.

This position will directly charge it's time to MAA, which results in a 50% reimbursement rate for those hours attributed to MAA activities. It will be important for fiscal staff to have dedicated time to ensure the program and documentation requirements are fully met in order to maximize the amount of funds received and to provide the claiming units with any training or monitoring support needed to ensure that all MAA claiming staff are completing their time studies accurately and timely. The Department respectfully requests your Board approve the hiring of an Office Technician III and, if filled by an internal candidate from within the division, approve the recruitment and hiring of the resulting vacancy.

**ALTERNATIVES:**



Your Board could choose not to approve the filling of this position at the higher level and current Office Technician III staff would absorb the additional duties which could negatively impact the timeliness of other program claims being submitted and could cause delays in payments to vendors.

**OTHER AGENCY INVOLVEMENT:**

Probation, Community Corrections Partnership (CCP) Executive Committee

**FINANCING:**

Health Realignment funds. This position would be paid 100% in Health (045100) in the Salaries and Benefits object codes.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller)</i> Approved:  Date: <u>yes</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services)</i> Approved: <u>J</u> Date: <u>10/12/17</u>
<b>COUNTY ADMINISTRATIVE OFFICER:</b>	<b>CONTRACTS, AGREEMENTS, PURCHASE REQUESTS</b> <i>(Must be reviewed and approved by the CAO)</i> Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 Date: 10/18/17



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Schedule time for \_\_\_\_\_   
  Closed Session   
  Informational

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
22

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 7, 2017

SUBJECT: Inyo County 2018 Regional Transportation Improvement Program (RTIP) Submittal

**DEPARTMENTAL RECOMMENDATIONS:**

1. Review and approve the County projects to be programmed in the 2018 RTIP;
2. Authorize the Public Works Director to sign any documents related to the 2018 RTIP.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The RTIP, at its core, specifies project cost amounts by project components and the fiscal year in which funds are available for a project. The Inyo County Local Transportation Commission (LTC) will consider approval of the RTIP at a meeting later this fall. The RTIP is due to be submitted to the California Transportation Commission (CTC) by December 15, 2017. The CTC is scheduled to approve each county's RTIP on March 22, 2018, at which point the Inyo RTIP becomes part of the Statewide Transportation Improvement Program (STIP).

**Discussion**

The STIP is updated every two years and covers a five-year funding period. The 2018 STIP will cover the five years between FY 2018-2019 through FY 2022-2023. Generally, new funds are only available in the last two years of the funding cycle. Here is the timeline for the consideration of the 2018 STIP.

<b>Timeline for 2018 STIP</b>	
CTC adopts Fund Estimate	August 16-17, 2017
Caltrans submits Draft Interregional Transportation Improvement Program (ITIP)	October 13, 2017
Inyo County LTC approval of RTIP	November 15, 2017
Inyo County LTC submits adopted RTIP	December 15, 2017
Caltrans submits final Interregional Program (ITIP)	December 15, 2017
CTC South State hearing	January 25, 2018
CTC publishes staff recommendations	February 28, 2018
CTC adopts STIP	March 21-22, 2018

**2018 RTIP Project Priorities**

At its August meeting, the LTC approved the following priorities in the development of the 2018 RTIP.

- 1) Program, or setting aside RIP funds, for MOU projects on the State Highway System; and
- 2) Program local projects that leverage federal funding; and
- 3) Program the preliminary components for new local projects.

Local agencies are required to submit a Project Study Report (PSR) equivalent as part of their RTIP submittal. The PSR identifies the transportation problem and the alternatives that will be studied in order to make a decision on an appropriate solution. Because it is used as a decision-making document it must identify the key issues of the transportation problem, any major issues that should be investigated and the effort and resources that are needed to complete the studies and project approval process. It is designed so that the important information can be easily obtained from the PSR text. Information from detailed studies is summarized in the PSR.

### **Funding Considerations**

The 2018 STIP Fund Estimate indicates that there is \$1.319 million base share available to the Inyo County LTC through FY 2019-2020 and then \$12.321 million available as a target share through FY 2022-2023. The LTC will program more than the amount available in order to program the construction component of the US 395 Olancha Cartago four lane project. The LTC is able to program more than its share balance, however there is some uncertainty if the CTC will program the local projects.

### **MOU Projects on the State Highway**

The Inyo County Local Transportation Commission (LTC) entered into MOUs in 1998 and 2001 for several projects on the US Highway 395/State Route 14 Corridor and those MOUs consolidated and updated in 2013. The signatories to this MOU are the Inyo County LTC, Mono County LTC, and Kern Council of Governments (Kern COG). These agencies commit to use Regional Improvement Program (RIP) shares programmed in each agency's RTIP. The purpose of the MOUs is to leverage state controlled Interregional Improvement Program (IIP) funding to be used in the US 395/SR 14 corridor.

### **Interregional Transportation Improvement Program (ITIP)**

The Draft 2018 ITIP was released by Caltrans in October for public review and comment. The Draft ITIP includes programming for:

- The construction components of US 395 Olancha-Cartago with a proposed cost to the ICLTC share balance in the amount of \$24.745 million,
- Cost increases to the Design and Right of Way components of US 395 Olancha-Cartago with a proposed cost to the ICLTC of \$4.324 million, and
- The design component for State Route 14 Freeman Gulch Segment 2 with a proposed cost to the ICLTC share balance in the amount of \$360 thousand.

### **Local Projects that leverage federal funding**

Local agencies are required to submit a Project Study Report equivalent as part of their RTIP submittal.

#### **South Lake Road**

The County South Lake Road project will serve as the required match for a competitive Federal Lands Access Program grant. The FHWA, with match support from Inyo County, has completed the environmental and design components. The programming of this project leverages \$10.8 million in FHWA and local funds. If the County is not able to program the match for the grant program, it will lose the competitive match funds. If the County is not successful in getting the matching funds it can investigate other options. These would either be a) delay construction one year and attempt to program this project as a part of the 2020 RTIP submittal or b) use local funds. The Scoping Agreement for this project will be submitted as a part of the RTIP and meets the standards for being a Project Study Report (PSR) equivalent.

2018 RTIP Proposed Funding - \$ amounts in 1,000's											
South Lake Road FLAP Match			Project Totals by Fiscal Year							Project Totals by Component	
	Program	Total	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	Const	PE
ICLTC	RTIP / FLAP	1,369	0	0	1,369	0	0	0	0	1,369	
FHWA	FLAP	10,708	784	0	9,924	0	0	0	0	9,924	784
Inyo County	FLAP	107	107							0	107
<b>Subtotal</b>		<b>12,184</b>	<b>0</b>	<b>0</b>	<b>11,293</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,293</b>	<b>891</b>

**Local Projects**

Inyo County and the City of Bishop have had essentially no new local STIP projects since the 2006 STIP augmentation (both agencies had new projects – however they each had to deprogram another project to bring forward the new project). It is important to keep each agency vested in the STIP. SB 1 funds provide a significant new resource for the County, however the high cost of complete roadway reconstruction makes some projects better fitted for the STIP. The County projects included in this RTIP were derived from previous Board actions.

**Lone Pine Town Rehabilitation**

This project is located on: East Mountain View Street, North and South Brewery Street, North and South Mt. Whitney Drive, East Post Street, West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Muir Street. The project will pulverized and repaved all of these streets with 2.5” new hot mix asphalt pavement. Bike Lanes are proposed to be striped on existing roadway on Post Street, Lone Pine Avenue, and Lake View Street. Improved Eastern Sierra Transit Authority (ESTA) Bus Loading will be delineated on E. Muir Street. Upgrade all existing pedestrian facilities to ADA standards. Select streets would also be striped for on-road walking lanes. The County completed a PSR based on Caltrans PSR requirements in late fall 2015. The only project component that is proposed to be programmed at this time is the environmental phase.

2018 RTIP Proposed Funding- \$ amounts in 1,000's															
Lone Pine Town Rehabilitation			Project Totals by Fiscal Year							Project Totals by Component					
	Program	Total	Prior	18/19	19/20	20/21	21/22	22/23	23/24+	R/W	Const	E & P	PS & E	R/W Sup	Con Sup
ICLTC	RTIP	3,026	0	61	0	0	0	0	2,965	1	2,500	61	239	0	225

**East Line Street Bridge**

The City of Bishop is proposing to fund the preliminary components of an East Line Street Bridge project. Typically, local agencies use Highway Bridge Program funds to reconstruct bridges. This project does not qualify for the bridge only funds as the span is narrower than what is considered a bridge. The project proposed by the City of Bishop will lengthen the span so future maintenance or reconstruction can fall under the bridge program. This project is about 25% on County land.

**ALTERNATIVES:**

- 1) The Board could alter the list of County projects.
- 2) The Board could continue the discussion to a future meeting and give staff specific direction to alter the County portion of the proposed RTIP submittal.

**OTHER AGENCY INVOLVEMENT:**

1. The Inyo County LTC will adopt the schedule and programming amounts for each project as part of the Inyo County RTIP at their November 15<sup>th</sup> meeting and submit the RTIP to the CTC before December 15<sup>th</sup>.



2. The CTC will approve each county's RTIP, at which point it will become the STIP.

**FINANCING:**

Time to complete this staff report is funded by the LTC Overall Work Program. The County will need to adjust the budget for each project in accordance with the schedule and program amounts adopted in the RTIP. This will be completed as future budget cycles.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 10/27/17

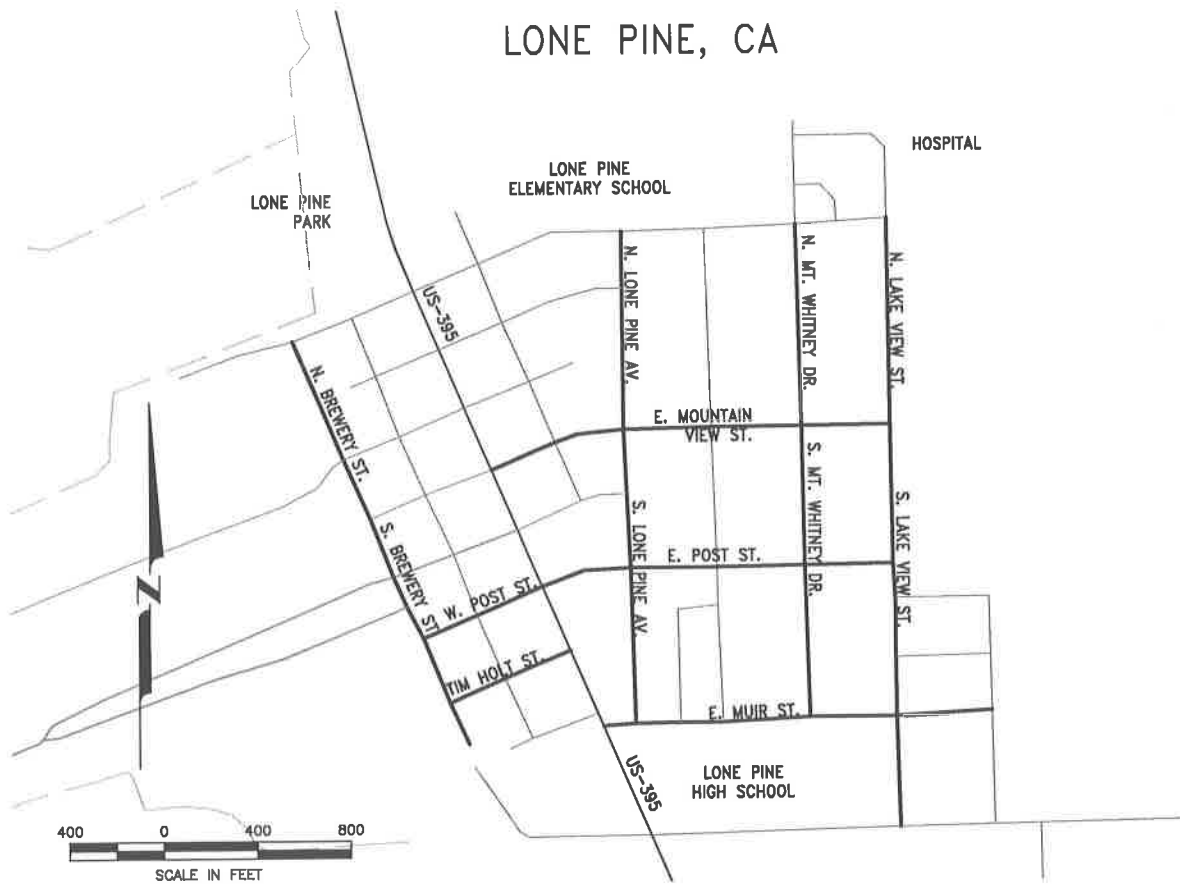
Attachments:

Excerpts from the Lone Pine Town Rehabilitation PSR equivalent  
Excerpts from the South Lake Road Scoping Agreement

# VICINITY MAP



## LONE PINE, CA



IN LONE PINE, CA IN INYO COUNTY INCLUDING THE FOLLOWING ROADS AS SHOWN ABOVE: BREWERY STREET, SOUTH & NORTH LONE PINE AVENUE, SOUTH & NORTH MT. WHITNEY DRIVE, SOUTH & NORTH LAKE VIEW STREET, TIM HOLT STREET, WEST & EAST POST ST, EAST MUIR STREET, AND EAST MOUNTAIN VIEW STREET.

## Table of Contents

1. INTRODUCTION.....	1
2. RECCOMENDATION.....	2
3. PURPOSE AND NEED.....	2
4. EXISTING FACILITIES, DEFICIENCIES AND TRAFFIC DATA.....	3
5A. Roadway Geometric/Conditions Information.....	3
5B. Pedestrian/Bicycle Facilities Data.....	4
5C. Structure Information.....	5
5D. Traffic Data.....	5
5. COORDINATION.....	5
6. ALTERNATIVES.....	5
7. OTHER CONSIDERATIONS.....	6
8. 8A. Hazardous Waste Disposal Site.....	6
8B. Material and/or Disposal Site Needed Availability.....	6
8C. Roadside Design Management.....	6
8D. Right of Way Issues.....	6
8E. Utility Issues.....	6
8F. Railroad Involvement.....	6
8G. Recycled Materials.....	6
9. COMMUNITY INVOLVEMENT/ TRANSPORTATION MANAGEMENT.....	6
10. CONSTRUCTION ESTIMATE.....	6
11. ENVIRONMENTAL DETERMINATION/ DOCUMENTATION.....	6
12. FUNDING/PROGRAMMING.....	7
13. SCHEDULE.....	7
14. FHWA COORDINATION.....	8
15. PROJECT PERSONNEL.....	8
16. ATTACHMENTS.....	8

## 1. INTRODUCTION

### Background:

The roads within the scope of this project were constructed in the 1960's approximately 50 years ago. The roads have received regular maintenance including crack sealing and patching over that period. Currently many of the roads have deteriorated to the point where patch material is being placed on previously placed patch material creating an irregular surface.

### Project Description:

The purpose of this Project is to preserve, extend the life, and improve ride quality of the streets within the project limits in Lone Pine, CA. The project also intends to improve access for public transit, pedestrians, and bicycles.

Alternative 1: The complete width of Brewery Street and E. Muir Street would be pulverized and paved with 2.5 inches of new hot mix asphalt (HMA) pavement. All other streets would be pulverized and repaved with 2.5 inches new HMA pavement along the center 24 feet. The shoulders of these roads would be crack sealed, paved with a HMA leveling course and slurry sealed. Bike Lanes are proposed to be striped on existing roadway on Post Street, Lone Pine Avenue, and Lake View Street. Improved Eastern Sierra Transit Authority (ESTA) Bus Loading will be delineated on E. Muir Street. Three (3) existing pedestrian ramps adjacent to the project area would be upgraded to Americans with Disabilities Act (ADA) standards.

Alternative 2: This alternative is similar to Alternative 1 except that the complete width of all streets in the project limits would be pulverized and repaved with 2.5" new HMA pavement.

Additive Alternate: This alternative could be added to alternative 1 or 2 and would upgrade all existing pedestrian facilities to ADA standards. Select streets would also be striped for on-road sidewalks.

<b>Project Limits</b>	Inyo County-East Mountain View Street, Brewery Street, North and South Mt. Whitney Drive, East Post Street, West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Muir Street in the town of Lone Pine, CA. Approx. 2.75 miles of roadway	
<b>Number of Alternatives</b>	2 (with Additive Alternate)	
<b>Preferred Alternative</b>	2 + Additive Alternate	
	<b>Current Cost Estimate:</b>	<b>Escalated Cost Estimate:</b>
<b>Capital Outlay Support</b>	\$526,000	\$544,410
<b>Capital Outlay Construction</b>	\$2,500,000	\$2,587,500
<b>Capital Outlay Right-of-Way</b>	\$1,000	N/A
<b>Funding Source</b>	STIP	
<b>Funding Year</b>	18/19	
<b>Type of Facility</b>	Urban Streets	
<b>Number of Structures</b>	N/A	
<b>Environmental Determination or Document</b>	PEAR	
<b>Legal Description</b>	In Inyo County in Lone Pine at East Mountain View Street, Brewery Street, North and South Mt. Whitney Drive, East Post Street, West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Muir Street	
<b>Project Development Category</b>	<b>5</b>	

## 2. RECOMMENDATION

Inyo County recommends that this project to be programmed in the 18/19 STIP and the project to proceed to the design phase using Alternative 2, with the Additive Alternate.

## 3. PURPOSE AND NEED

### **Purpose:**

The purpose of this project is to restore the pavement to good service condition and ride quality. The project will extend the service life of the roadway by at least twenty years and will eliminate the need for continued major maintenance. It will also stripe bike lanes on Post Street, Lone Pine Avenue, and Lake View Street. Bus Parking on East Muir Street will be improved.

**Need:**

The pavement is in need of capital maintenance work to provide relief from maintenance, and improve drainage.

**4. EXISTING FACILITIES, DEFICIENCIES, AND TRAFFIC DATA**

**4A. Roadway Geometric/Conditions Information:**

Facility Name	Length (ft.)	Number of Lanes	Pavement Width (ft.)	ROW WIDTH (FT.)	Area (sqft.)	PCI*
N. Brewery St	830	2	27.7	37	31,000	55
S. Brewery St	1066	2	33	37	25,500	77
N. Lone Pine Av.	877	2	49	72	41,000	49
S. Lone Pine Av.	1278	2	48.3	72	62,500	42
N. Mt. Whitney Dr.	842	2	58.5	80	74,700	66
S. Mt. Whitney Dr.	1283	2	57.5	80	72,900	44
N. Lake View St.	838	2	37	80	30,700	64
S. Lake View St.	1782	2	44.7	70-80	79,300	64
Tim Holt St.	551	2	54.5	80	30,100	17
E. Muir St.	1611	2	33.7	40-50	54,900	72
E. Post St.	1118	2	51.8	80	95,300	44
W. Post St.	957	2	59	80	32,700	18
E. Mountain View St.	1685	2	56	80	86,500	40

\* PCI Pavement Conditions Index– All roads were inspected by Inyo County on 11/01/2011. They are all flexible type pavement. For local roads the PCI indicates the following: >80 Adequate, 66-80 Rehabilitate in 6-10 years, 46-65 Rehabilitate in 1-5 years, 40-45 Rehabilitate now, and <40 Reconstruct now.

Remarks:

The project consists of 13 residential streets in Lone Pine, CA. The streets are largely wide areas of AC without any existing delineation. The vast majority (>90%) of the streets do not have existing curb & gutter.

Field review of the existing pavement condition conducted on 10/15/15 by Inyo County and Eastern Sierra Engineering indicates extensive cracking and patching on all roads. Some areas are constructed from multiple applications of patch material. The patchwork roads do not have a consistent slope and do not drain surface water adequately. Other roads are in relatively good condition. Several photographs exhibiting current conditions are shown in Attachment H.

**4B. Pedestrian/Bicycle Facility Data:**

Street	Side	Facility	Length (ft.)	ADA	Existing Ramps	Reqd. Action	Notes
N Brewery St	W	Sidewalk	250	No	No		At Residence
Tim Holt St	N	Sidewalk	75		No		At US-395, No C&G, Used for parking
	S	Sidewalk	75		No		At US-395, Sidewalk Accessible
W. Post St.	N	Sidewalk	75	No	No		At US-395, < 5' wide
	S	Sidewalk	75	No	No		At US-395
E. Post St.	N	Sidewalk	81	No	No		At US-395, < 5' wide
	S	Sidewalk	736	No	No		<4' in places, >2% cross-slope, Buried/ broken sidewalk in places
E. Muir St	N	Sidewalk	48	No	Yes	1 ADA Ramp	At US-395
	S	Sidewalk	550	No	Yes	3 ADA Ramps	At Lone Pine High School, <4' in places, > 2% Cross-slope
		Crosswalk		No	N/A		3 Striped Crosswalks
E. Mountain View St.	N	Sidewalk	175	No	No		At US-395
	S	Sidewalk	75	No	No		At US-395
S. Lone Pine Av.	W	Sidewalk	260	No	No		<4' Wide, Discontinuous
	E	Sidewalk	70	No	No		Buried
S. Mt. Whitney Dr.	E	Sidewalk	150	No	No		At Residences
N Lake View St.	E	Sidewalk	160	No	No		At Trinity Episcopal Church

Remarks:

The pedestrian facilities are chiefly in the vicinity of US-395 and the Lone Pine High School. A few other facilities exist in sporadic locations. Existing pedestrian facilities do not meet current ADA standards. Adjacent facilities on California Department of Transportation Right of Way have not been upgraded to current ADA standards. There are no existing bicycle facilities in the project study area.

**4C. Structures Information:**

There are no underpasses, separation, overcrossings, or other structures within the project limits.

#### **4D. Traffic Data**

A Traffic Engineering Performance Assessment has been prepared and is shown in Attachment E

#### **5. COORDINATION**

No projects are planned on adjacent roadways by other agencies.

#### **6. ALTERNATIVES**

There are two roadway alternatives with a third additive alternative that would address ADA compliance.

##### **Alternative 1**

Alternative 1 proposes to reconstruct the center 24 feet of roadway and the application of a leveling course and slurry seal the pavement beyond the center 24 feet. In the center 24 feet, all existing AC would be pulverized (approx. 3 inches) in-place, some material removed, and then regraded and compacted to approx. 1.5 inches below finish grade. 2.5 inches of HMA would be paved on the compacted pulverized material. The shoulders would be crack sealed, paved with a leveling course, and slurry sealed. Brewery Street and E. Muir Street would be reconstructed (pulverize & repave 2.5 inches HMA) across the complete width and would not receive any surface treatments due to their narrower width. Per Caltrans DLA-OB 14-02, this alternative would be considered an alteration, and three (3) existing pedestrian ramps will be upgraded to ADA standards. No other existing pedestrian facilities would be altered. ESTA parking will be striped on E. Muir Street in front of the Lone Pine High School. Alternative 1 would address the travel way and save material costs with a leveling course/slurry seal treatment on the shoulders. The estimated cost of Alternative 1 is \$1.6 million as shown in Attachment C.

##### **Alternative 2**

This alternative is similar to Alternative 1 except that the complete width of all streets in the project limits would be pulverized and repaved with 2.5 inches of new HMA pavement. This alternative would include the same pedestrian, bike, and public transit improvements as Alternative 1. This alternative is more expensive than Alternative 1 due to the increased width of pavement to be reconstructed. The estimated cost of Alternative 2 is \$2.1 million as shown in Attachment C.

##### **Additive Alternate**

The additive alternate would bring existing pedestrian facilities up to ADA standards. This work would include the removal of 2,300 feet of existing curb, gutter, and sidewalk. Approximately 3,000 feet of curb, gutter and sidewalk would replace the existing sidewalk and fill short gaps between discontinuous existing sidewalks. ADA ramps (approx. 25 ramps) would be constructed at intersections and driveways intersecting sidewalk would be reconstructed to ADA standards. Scattered sections of sidewalk on N. Brewery Street, S. Mt. Whitney Drive, and N. Lakeview Street would not be reconstructed in this alternative. The estimated cost of the additive alternate is \$330,000 as shown in Attachment C.



**Consequences of Not Doing Project**

The consequences of not doing the entire project would be the continued deterioration of the roadways and increased maintenance costs.

**7. OTHER CONSIDERATIONS**

**7A. Hazardous Waste Disposal Site**

A Hazardous waste disposal site is not required.

**7B. Material and/or Disposal Site Need and Availability**

Not Applicable

**7C. Roadside Design and Management**

Not Applicable

**7D. Right of Way Issues**

There are no Right of Way Issues for this project.

**7E. Utility Issues**

The finished grade of the roadway will remain the same so existing utilities will not have to be reset. Care will have to be taken to not disturb utilities while pulverizing the roadway.

**7F. Railroad Involvement**

Not Applicable

**7G. Recycled materials**

Not Applicable

**8. COMMUNITY INVOLVEMENT/TRANSPORTATION MANAGEMENT**

**8A. Local and Regional Input**

None.

**8B. Transportation Management Plan**

A Transportation Management Plan is not required for this project.

**9. CONSTRUCTION ESTIMATE**

Estimates for all alternatives have been prepared and are shown in Attachment C

**10. ENVIRONMENTAL DETERMINATION/DOCUMENT**

A Preliminary Environmental Analysis Report (PEAR) has been prepared and is in Attachment G. A Categorical Exemption (CE) under the California Environmental Quality Act (CEQA) is anticipated.

**11. FUNDING/PROGRAMMING**

Funding

It has been determined that this project is not eligible for Federal-aid funding.

Programming

Fund Source	Fiscal Year Estimate			Total
	18/19	19/20	20/21	
STIP				
Component	(thousands of dollars)			
ES&P	61			
PS&E	239	0	0	300
Construction				
Engineering	0	0	225	225
Right-of Way	0	1	0	1
Construction	0	0	2,500	2,500
<b>Total</b>	<b>300</b>	<b>1</b>	<b>2,725</b>	<b>3,026</b>

The support cost ratio is 21.0%.

**12. SCHEDULE**

Project Milestones		Milestone Date (Month/Day/Year)	Milestone Designation (Target/Actual)
PROGRAM PROJECT	M015	7/01/18	Target
ES&P	M200	9/30/18	Target
PS&E	M377	5/01/19	Target
READY TO LIST	M460	8/07/19	Target
FUND ALLOCATION	M470	10/30/19	Target
ADVERTISE	M480	11/22/19	Target
AWARD	M495	1/25/20	Target
APPROVE CONTRACT	M500	2/8/20	Target
CONTRACT ACCEPTANCE	M600	11/8/20	Target
END PROJECT	M800	5/13/21	Target

**13. FHWA COORDINATION**

Federal funding is not anticipated on this project.

**14. PROJECT PERSONNEL**

Name, Title, Agency	Phone #
Chantel Brown, Project Manager, Inyo County	(760) 937-3230
Michael Collins, Project Engineer, Eastern Sierra Engineering	(775) 828-7220
Grant Johnson, Traffic Engineer, Traffic Works	(916) 242-8990
Rita Wilke, Environmental Scientist, Panorama Environmental	(650) 373-1200

**15. ATTACHMENTS (Number of Pages)**

- A. Project Map (1)
- B. Typical Cross Section (1)
- C. Construction Cost Estimate (3)
- D. Right of Way Data Sheet (5)
- E. Traffic Engineering Performance Assessment (6)
- F. Storm Water Data Report (3)
- G. Preliminary Environmental Analysis Report (90)
- H. Photographs (2)

**Existing Traffic Conditions**

Traffic Works conducted a field survey and inventory of traffic control devices present (striping, signs, signals, parking, sidewalks, etc.) on the study roadways, as well as an inspection of general roadway surface conditions. We also recorded video of the study streets in a drive through. The relevant information is summarized in **Table 1** below.

**TABLE 1. LONE PINE TEPA INVENTORY OF STREETS**

	Speed Limit	Road Wldth	Striplng Exlst?	Side Walks?	Parking?	Cross Walks?	Ped or Bike Lanes?	Asphalt Cond?	Traffic Signs?	Signals?
1 Brewery St	None prima facie	28	NONE	short sections	yes, not striped	NONE	NONE	severely rough, broken, cracked, much patchwork	Stop Signs	NONE
2 W. Post St	None prima facie	59	some centerline	short sections	yes, some angled	NONE	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
3 Tim Holt St	None prima facie	55	some centerline	short sections	yes, not striped	NONE	NONE	severely rough, broken, cracked, much patchwork	Stop Signs	NONE
4 E Mountain View St	None prima facie	56	some centerline	short sections	yes, some angled	NONE	NONE	severely rough, broken, cracked, much patchwork	Stop Signs	NONE
5 E. Post St	None prima facie	52	some centerline	longer sections	yes, some perpind.	NONE	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
6 E. Muir St	25 mph School	34	some centerline	longer sections	NO PARKING	Yes Yellow School	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
7 N. Lone Pine Ave	None prima facie	49	NONE	short sections	yes, not striped	Yes Yellow School	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
8 S. Lone Pine Ave	None prima facie	48	NONE	short sections	yes, some angled	NONE	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
9 N. Mt. Whitney Dr	None prima facie	59	NONE	short sections	yes, not striped	NONE	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
10 S. Mt. Whitney Dr	None prima facie	58	NONE	short sections	yes, not striped	NONE	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
11 N. Lake View St	None prima facie	37	NONE	short sections	yes, not striped	NONE	NONE	moderately rough, cracked and filled	Stop Signs	NONE
12 S. Lake View St	None prima facie	45	NONE	short sections	yes, not striped	NONE	NONE	moderately rough, cracked and filled	Stop Signs	NONE

Source: Traffic Works, LLC

Traffic volumes on the study area roadways were observed to be very low. See **Table 2**, Lone Pine Street Volumes, for details on each street. These low traffic volumes result from several factors including:

- The community is a remote rural community.
- The small geographic size of the community (about 150 acres) which is a pocket of residential development of less than 500 homes and commercial strip development on US 395.
- Commercial development primarily along US 395 is within a few blocks of any home in the cluster, and walking or biking to stores and commercial establishments is a convenient possibility.
- The Lone Pine High School is equally close to homes (within a few blocks) so that walking or biking are more common (as we observed during our field visit).
- The average distance between any residential home and the nearest commercial establishment in the small community is about one quarter mile, or a four minute walk or 1 minute bike ride.
- Gas prices about 40% higher than California State average<sup>1</sup>.

<sup>1</sup> <https://www.gasbuddy.com/GasPrices/California>

Each street is primarily a residential street with single family homes fronting the street. Ample parking is possible on all study streets with the exception of one: Muir Street. Muir Street fronts the north side of the Lone Pine High School and has parking restrictions.

There is a yellow bus loading zone for school bus staging on the south side of Muir Street and other parking prohibitions in the same block. Traffic volumes for the residential streets shown in Table 2 were estimated using ITE Trip Generation Rates for single family residences adjusted for rural conditions<sup>2</sup>. These estimated volumes are conservatively high.



Figure 2 Bus Loading Zone on Muir St.

**TABLE 2. LONE PINE STREET VOLUMES**

		Peak Hour Volume	Daily ADT Volume	Level of Service
1	Brewery St	20	160	LOS A
2	W. Post St	75	600	LOS A
3	Tim Holt St	50	400	LOS A
4	E Mountain View St	150	1200	LOS A
5	E. Post St	150	1200	LOS A
6	E. Muir St	250	2000	LOS A
7	N. Lone Pine Ave	100	800	LOS A
8	S. Lone Pine Ave	150	1200	LOS A
9	N. Mt. Whitney Dr	50	400	LOS A
10	S. Mt. Whitney Dr	100	800	LOS A
11	N. Lake View St	25	200	LOS A
12	S. Lake View St	50	400	LOS A

source: Traffic Works, LLC

**Pavement Conditions**

The current pavement condition on the project streets is fair to poor. There is severe chipping, numerous patches, existing open cracking, rough aggregate rock exposure, uneven surfaces, etc., and each road has received some maintenance with regular crack sealing and patching for over 5 decades. The roadways are in a poor condition having deteriorated to the point of needing pulverizing and a new 2.5" overlay installation of hot asphalt concrete.



Figure 3 Example of Cracking Pavement, typical

<sup>2</sup> Daily trip rate estimated at 8 trips per DU

**Safety Considerations**

We obtained traffic accident data from the SWITRS database using the TIMS website<sup>3</sup> for roadways within the study area to review what kind of accidents have taken place on the study area roadways. There have been only two minor accidents on any of the study streets in the past 5 years (from 2009 to 2014), one in 2012 and another in 2014. Both of these accidents were on Lake Street and are detailed in **Table 3** below.

**Table 3. Traffic Accidents in Study Area, Past 5 Years (2009-2014)**

<b>County</b>	INYO	<b>City</b>	UNINCORPORATED
<b>Date (Y-M-D)</b>	2012-09-29	<b>Time</b>	02:34
<b>Nearby Intersection</b>	LAKE VIEW ST & POST ST		
<b>Coordinate Location</b>	36.6036560599, -118.057634749		
<b>State Highway</b>	N	<b>Route</b>	- Postmile -
<b>Injured Victims</b>	1	<b>Fatalities</b>	0
<b>Alcohol</b>	NO	<b>Weather</b>	Clear
<b>Primary Collision Factor</b>	Improper Turning	<b>Involved with</b>	Other Motor Vehicle
<b>County</b>	INYO	<b>City</b>	UNINCORPORATED
<b>Date (Y-M-D)</b>	2014-01-17	<b>Time</b>	17:39
<b>Nearby Intersection</b>	LOCUST ST & LAKE VIEW ST		
<b>Coordinate Location</b>	36.6084, -118.05810373		
<b>State Highway</b>	N	<b>Route</b>	- Postmile -
<b>Injured Victims</b>	1	<b>Fatalities</b>	0
<b>Alcohol</b>	YES	<b>Weather</b>	Clear
<b>Primary Collision Factor</b>	Driving or Bicycling Under the Influence of Alcohol or Drug	<b>Involved with</b>	Fixed Object

Source: TIMS and SWITRS

The first accident was due to improper turning and involved two vehicles at 2:34 am, resulting in one injury. The second accident was a drunk driver who hit a fixed object at 5:39 pm at the intersection of Locust Street, and there was one injury. All other study roadways did not have any accidents. These accidents do not seem to indicate any relation to an unsafe roadway condition. There is no common pattern between these two accidents. They appear to be representative of careless or irresponsible driving. No changes to traffic control devices are recommended based on the traffic accident data.

**Proposed Project**

The project proposal is to repave all roadways in the study area generally with a 2.5 inch overlay of hot asphalt mix (HMA) pavement. Bike lanes are being considered and may be striped on the new pavement as an alternative feature. The purpose of this project is to restore the pavement and extend the service life of the roadway by at least twenty years and eliminate the need for continued major maintenance.

The project is considering that bike lane striping be installed on:

1. The entire north-south distance of Lone Pine Avenue
2. The entire north-south distance of Lake View Street

<sup>3</sup> <http://tims.berkeley.edu/>

3. The entire east-west distance of E. Mountain View Street
4. The entire east-west distance of E. Post Street

This bike lane striping installment would offer convenient connectivity to all neighborhood streets and will help to better define the edge line of vehicle traffic travel lanes for cars, while delineating a travel path for bikes. Pedestrians will also benefit from the implementation of improvements relating to complete streets principles. The end result of this will be an improvement in safety and will help to encourage alternative modes of travel.

#### **Future Traffic Considerations**

No traffic volume forecasting or operations/capacity analysis has been prepared at this time since the project does not intend to modify travel capacity or intersection lane configurations in any way. The project will help enhance safety for cyclists and pedestrians, and at the same time should have a positive effect of lowering vehicle miles traveled (VMT) for the study area roadways (as bike and pedestrian traffic is supported and encouraged).

#### **Preliminary Assessment Findings**

The project would improve bicycle and pedestrian safety by better defining travel lanes for vehicles and bikes and pedestrians. It would also improve circulation opportunities, consistent with complete street goals, by providing these separated multi-modal facilities. Bicycles must currently share the road with vehicles, with no definition of travel lanes or even centerline striping. All roadways have a prima facie speed limit of 25 mph, and 15 mph at intersections where there is not a stop sign.

The project should, and proposes to, evaluate and reinstall all existing marked school crosswalks on Muir Street and Lone Pine Avenue near to the Lone Pine High School. Where curbs exist, the crosswalks should be matched up with ADA compliant sidewalk/ramp installations. The project should identify the best location for the uncontrolled pedestrian crossings located on Lone Pine Avenue and Muir Street.

The project is not anticipated to cause any significant operational issues. The traffic volumes on all streets are so low that all locations are currently at LOS A conditions at all times of the day. Pedestrian crossing volumes are expected to be very low and the potential delay increases also very low.

Bus Loading Zones and parking along Muir Street on the south side of the roadway adjacent to the school has the potential to crowd Muir St. which only has a 34 foot width. The bus lane should be clearly delineated to help prevent buses from partially blocking the road.

A sidewalk with curb and gutter should be installed on the south side of Muir Street along the north edge of the Lone Pine High School property line. Currently bikes must share the road with no delineation, and pedestrians have a very narrow dirt path along a fence, with vehicles sometimes parking and blocking the path. The existing fence on the school property could be moved back slightly to make room for a standard width sidewalk along this section of Muir Street. Parking along the south side of Muir Street should be prohibited for the entire length of the Lone Pine High School campus. It is possible that parallel parking can take place along the north edge of Muir Street. This should be evaluated in further detail.

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**Project/Facility Name:** CA FLAP INY CR 2022(1) South Lake Road

**Project Route:** South Lake Road, County Road 2022

**State:** California

**County:** Inyo

**Owner of Federal Lands to which the Project Provides Access:** Inyo National Forest

**Entity with Title or Maintenance Responsibility for Facility:** Inyo County

**Type of Work:**

The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA), in cooperation with Inyo County, and the Inyo National Forest (INF), are proposing improvements to CA FLAP INY CR 2022(1) South Lake Road, a two-lane paved major collector roadway accessing Bishop Creek canyon and South Lake.



CR 2022(1) South Lake Road is in Inyo County, approximately 15 miles southwest of Bishop, California. The route starts at the intersection with State Route 168 and continues approximately 6.9 miles to South Lake. The limits of the project improvements start at the intersection with State Route 168 and continue 6.9 miles to the end of County maintenance just before the concrete boat ramp. The road is maintained by Inyo County.

The general scope of this project is proposed as 3R improvements; to pulverize and reclaim the existing pavement and portion of the existing subgrade for use as a new base course and overlay with a new asphalt concrete pavement section on 6.9 miles of South Lake Road, as well as minor widening along the first 2.1 miles. The project includes grading, pulverize existing pavement, minor drainage structures, major drainage structures, slope stabilization, rock scaling, placement of crushed aggregate base and asphalt pavement, signing, striping, and other safety-related features necessary to meet current design practice.

Specifically, project elements include:

- 1) Segment 1: Rehabilitate and widen the first 2.1 miles from the intersection with State Route 168 (Station 1+00) to the Bishop Creek Lodge and Resort (Station 113+00) to



**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

accommodate a Class III shoulder. The proposed roadway section for this segment is 28 feet wide with 11-foot lanes and 3-foot shoulders. The existing paved width along this segment varies from 24-27 feet, with a wider bench width. Minor cuts and fills will be required where the proposed section does not fit within the existing roadway bench. Construction of left-turn lanes into the Four Jeffrey Campground is also included in Segment 1.

- 2) Segment 2: Rehabilitate the next 3.7 miles from the Bishop Creek Lodge and Resort (Station 113+00) to just beyond Parcher's Road (Station 308+00). The proposed roadway section for this segment is 24 feet with 11-foot lanes and 1-foot shoulders. The existing paved width along this segment varies from 24-26 feet.
- 3) Segment 3: Rehabilitate the remaining 1.1 miles from Parcher's Road (Station 308+00) to the end of the project at Station 364+00. The proposed roadway section for this segment is 22 feet with 10-foot lanes and 1-foot shoulders. The existing paved width along this segment varies from 21-22 feet.
- 4) Improvements to paved and unpaved pullouts maintained by the County.

A scoping meeting and field visit was completed in May 2015, reviewing the tentative project elements and issues associated with the project. Attendees from CFLHD, the County, and Forest participated, and helped identify the improvements that are detailed in a Scoping Report, which formed the basis for this Scope of Work.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Statement of Work**  
**Project: CA FLAP INY CR2022 (1) – South Lake Road**  
**Reimbursable Agreement No.: DTFH68-15-E-00036 March 30, 2015**  
**Modification 01 August 20, 2015**

	<b>Federal Share</b>	<b>County Share</b>	<b>Total</b>	<b>Notes</b>
Scoping	\$38,720	\$5,280	\$44,000	Actual for scoping.
Preliminary Engineering & NEPA (PE)	\$784,080	\$106,920	\$891,000	
Construction (CN)	\$7,981,600	\$1,088,400	\$9,070,000	Assuming FY19 construction
Construction Engineering (CE)	\$889,680	\$121,320	\$1,011,000	
Subtotal	\$9,694,080	\$1,321,920	\$11,016,000	
Contingency (10%)	\$969,408	\$132,192	\$1,101,600	
Contingency (culvert replacement)	\$193,600	\$26,400	\$220,000	Estimated costs if it is determined that the 2 Bishop Creek Culvert crossing replacements are necessary.
<b>Total</b>	<b>\$10,857,088</b>	<b>\$1,480,512</b>	<b>\$12,337,600</b>	
	88.00%	12.00%		

*Modification 01: The Requesting Agency will provide funds in the amount of 12.00% of the total project costs required to complete the scoping and preliminary engineering work described in this agreement. The local match amount for this work is estimated at \$112,200.*

*Modification 01: The Requesting Agency will provide funds in the amount of 12.00% of the total project costs required to award the contract and for construction engineering (administration and oversight of the contract). The local match amount for this work is estimated at \$1,209,720.*

*Modification 01: A contingency of 10% has been added to this agreement to account for variations in the preliminary and construction engineering as well as variations in the bidding of this contract. A contingency for the replacement of the 2 Bishop Creek culvert crossings has also been added to this agreement in case it is determined that replacement is necessary. The local match amount for these contingencies is estimated at \$158,592.*

The Requesting Agency is not required to reimburse the Servicing Agency for any costs incurred by the Servicing Agency prior to the date of this Agreement.

V. Period of Performance: ~~All work associated with this agreement will be completed no later than December 30, 2015.~~



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

23

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Sheriff's Department-CAO/Disaster Services

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Approval of the First Amendment and Integrated Public Alert Warning System (IPAWS) Addendum to the ONSOLVE, LLC – CodeRED - Emergency Notification System Service Agreement with Inyo County

**DEPARTMENTAL RECOMMENDATION:**

- A) Request Board ratify and approve the First Amendment and IPAWS Addendum to the CodeRED Service Agreement between the County of Inyo and ONSOLVE, LLC, for the additional annual service fee amount of \$2,500; and,
- B) Request Board approve ONSOLVE, LLC as a Sole Source provider of the CodeRED services; and,
- C) Authorize the Inyo County Sheriff, or his appointed Designee, to sign the First Amendment and IPAWS Addendum to the ONSOLVE, LLC - CodeRED Service Agreement.

**SUMMARY DISCUSSION:**

The County of Inyo has contracted with ONSOLVE, LLC since 2009 to provide the CodeRED - Emergency Notification System services. The CodeRED system provides the County the ability to quickly deliver messages to targeted areas or the entire County during emergencies. CodeRED is an opt-in geographically enabled alerting system, meaning that local residents and business owners must sign-up with CodeRED to receive these alerting messages. The IPAWS Module is an add-on feature that compliments CodeRED; it allows public safety officials to send critical messages electronically within a designated geographic area. Anyone that is within that designated area will receive an IPAWS alert. Individuals would not have had to sign up with CodeRED to receive the IPAWS alert.

The CodeRED - Emergency Notification System annual fee is \$10,000 and is funded with Homeland Security Grant funds. The IPAWS Module add-on service fee will be an additional \$2,500 and will also be funded with Homeland Security Grant funds. Both are payable to ONSOLVE, LLC. In early October, the CodeRED \$10,000 annual fee was already previously approved by the Purchasing Agent and has since been paid. With the addition of the new IPAWS Module add-on service, the total agreement amount payable to ONSOLVE, LLC will exceed the authority of the Purchasing Agent and will now require your Boards approval for a contract amount over \$10,000 and, additionally, will require Board approval of the Sole Source justification. The IPAWS Module is a new feature so this will be the first and only year Inyo will be invoiced separately for this add-on service. In the future, Inyo County will receive one invoice, with both services included, for an annual amount of \$12,500. This item will be presented to your Board each year when the annual service agreement is up for renewal.

The Board is also being requested to approve ONSOLVE, LLC as a Sole Source provider. The following provides Sole Source justification: the digital infrastructure has already been built and the CodeRED users have already been trained. Many County residents and business owners have already enrolled in the CodeRED system and they use and rely on the services that are provided through the CodeRED system. In addition, our neighboring County of Mono also uses CodeRED and the IPAWS Module add-on feature. There have been several times when Inyo County dispatchers have had to send Mono County CodeRED alerts due to compromised power lines. Alternatively, Mono County can assist in alerting our residents and business owners if we experience downed lines. This alerting redundancy is invaluable for public safety.

**ALTERNATIVES:**

Your Board could choose not to approve ONSOLVE, LLC as a sole source provider, but this is strongly opposed. Any incident or situation where Inyo County is without a robust alerting system, and personnel trained to initiate such a system, can be considered an threat to public safety.


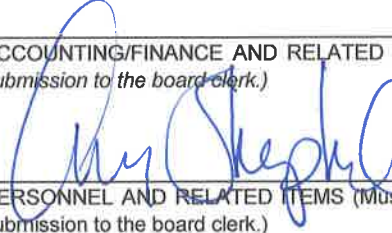
**OTHER AGENCY INVOLVEMENT:**

City of Bishop, County of Mono, Cal OES.

**FINANCING:**

This expenditure is included in the Fiscal Year 2017-2018 Board Approved Budget #623716, Object Code #5265.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>10/31/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>Yes</u> Date <u>10/31/17</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  <u>N/A</u> Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 11/1/17

## First Amendment and IPAWS Addendum

This is a First Amendment and IPAWS Addendum (the "Addendum") to that certain CodeRED® Services Agreement effective October 15, 2009 (the "Agreement") and is made and entered into by and between Inyo County (hereinafter "Licensee") a body politic of the State of California located at 500 South Clay Street, Independence, CA 93526 and ONSOLVE, LLC, a Delaware Limited Liability Company (hereinafter "Licensor") located at 780 W. Granada Boulevard, Ormond Beach, FL 32174. This Addendum shall be effective as of October 15, 2017 (the "Addendum Effective Date").

Whereas, Licensee entered into the Agreement with Emergency Communications Network West, LLC ("ECN West"); and

Whereas, Licensor has succeeded, in full, to all right, interest and obligations of ECN West and ECN West has assigned the Agreement, and all addenda thereto (if any), to Licensor in accordance with applicable law and pursuant to the Agreement.

Now therefore, in accordance with the assignment from ECN West to Licensor and in consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the Agreement in the following manner:

1. Terms used herein but not otherwise defined shall have the meaning attributed to them in the Agreement. The above recitals are incorporated herein as if restated in their entirety. All reference to Licensor and Licensor's address in the Agreement shall be deemed to mean Licensor at the address listed above.

2. The following terms are added to the Agreement:

**Integrated Public Alert Warning System ("IPAWS"):** IPAWS is a public alert and warning system developed and maintained by the Federal Emergency Management Agency ("FEMA"), and is designed to provide integrated services and capabilities to local, state and federal authorities for the purpose of enabling them to alert and warn their respective communities via multiple communication methods. The Service has the ability to permit authorized IPAWS users to deliver messages to IPAWS through the Service using an IPAWS add-on module (the "IPAWS Submission App").

**Authorization:** Licensee represents and warrants to Licensor that Licensee, and any employees, agents, or representatives of Licensee that access the IPAWS Submission App (each a "User" and collectively the "Users"), are authorized by FEMA to use IPAWS and have completed IPAWS training as required by FEMA. Licensee shall contact Licensor immediately upon any change in Licensee's, or any User's, right to access IPAWS, including but not limited to any change in any User's employment status which may otherwise result in such User no longer being authorized to have access to IPAWS.

Licensee shall notify Licensor to designate which pass codes for the Service shall have the ability to view the IPAWS Submission App. Licensee understands and agrees that the IPAWS Submission App may only be accessed by Users with pass codes for the Service. Licensee further understands and agrees that access to the IPAWS Submission App shall require a separate pass code from that used to access the Service, that such pass code shall be established solely by the User, and that Licensor shall not have access to such pass code. Licensee shall assume full responsibility for maintaining the confidentiality of all pass codes used to access the IPAWS Submission App.

**Digital Signature:** Licensee represents and warrants that it has been granted a digital signature to access IPAWS (the "Signature") from FEMA. In order to use the IPAWS Submission App, Licensee agrees to provide Licensor with a copy of the Signature, Licensee's Application for IPAWS Public Alerting Authority, Licensee's keystore and pass codes for the Signature, along with any other information reasonably requested by Licensor to demonstrate Licensee's compliance with FEMA and right to access IPAWS through the IPAWS Submission App. Licensee agrees that the Signature shall be submitted separately from any information disclosing its associated keystore and pass codes. The Signature may be sent to Licensor in hard copy and/or electronic format on CD or USB Drive, by mailing such information to Licensor, via certified mail or other nationally recognized overnight delivery carrier, delivery confirmation requested, at ONSOLVE, LLC, Attn: Director of Software Development, 780 W. Granada Boulevard, Ormond Beach, FL 32174. All remaining items, including without limitation, Licensee's Application for IPAWS Public Alerting Authority, and Licensee's keystore and pass codes for the Signature, may be emailed to a designee of Licensor separately from the

Signature. Licensee specifically authorizes Licensor to use and keep such information on Licensor's servers, including but not limited to the Signature, for the purpose of allowing Licensee and Licensor to access, use and test IPAWS through the IPAWS Submission App. Licensor and Licensee acknowledge and agree that, upon termination of this Addendum or the Agreement, the Signature shall be removed from the IPAWS Submission App. Licensee further agrees that Licensor shall in no way be liable for any transmission, copying, or security issues which arise from Licensee's transmission of confidential IPAWS information through non-secure means, including without limitation email. Licensee shall take steps to ensure that the transmission of such information is completed with best practices. Licensor shall not be deemed to be in receipt of any information absent delivery confirmation of same; Licensee shall be solely responsible for arranging, including but not limited to paying any costs associated with, delivery confirmation.

**Functionality:** Licensee acknowledges and agrees that: (a) the IPAWS Submission App permits Licensee to submit messages to IPAWS, however, the dissemination of messages through IPAWS, including but not limited to delivery through the Emergency Alert System ("EAS") or the Commercial Mobile Alert System ("CMAS"), is not guaranteed nor controlled by Licensor, and is the sole responsibility of FEMA and its associated agencies, and Licensor shall not be responsible or liable for the failure of messages to be disseminated through IPAWS; (b) IPAWS may include additional features which are not supported through the IPAWS Submission App, including without limitation the receipt of messages, and Licensor shall not be required to provide such additional features to Licensee; and (c) Licensee shall be solely responsible for the content of all messages delivered to IPAWS through the IPAWS Submission App and for any and all claims, whether raised by FEMA or a third party, regarding messages sent by Licensee, or using Licensee's pass codes, through the IPAWS Submission App.

**Integration into Service:** All use of the IPAWS Submission App, including but not limited to unauthorized use or access to IPAWS through Licensee's account, shall be considered use of the Service and governed under the terms of the Agreement. The IPAWS Submission App is available only as an add-on module for the Service. The IPAWS Submission App will not be provided under the terms of this Addendum unless the Agreement is in effect.

**Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions sent using the IPAWS Submission App. Licensee understands and acknowledges that Licensor is providing the IPAWS Submission App on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee for any compromise to, or interceptions of, messages sent through the IPAWS Submission App.

**Cost for IPAWS:** Licensee shall pay to Licensor two thousand five hundred dollars (\$2,500.00) for the IPAWS Submission App for the initial period of this Addendum, commencing on the Addendum Effective Date and continuing through October 14, 2018 (the "Addendum Initial Term"). The cost for each successive year of this Addendum, commencing on October 15, 2019 (the "Addendum Renewal Date") and continuing on each annual anniversary of the Addendum Renewal Date thereafter shall be two thousand five hundred dollars (\$2,500) per year. Payment terms shall be identical to the terms contained in the Agreement. Pricing for the IPAWS Submission App is separate and independent from Agreement pricing, and the IPAWS Submission App can be removed from the Service by Licensee or Licensor as set forth herein. Licensee will be notified of any price change for the IPAWS Submission App a minimum of 90 days in advance of the Addendum Renewal Date or any annual anniversary thereof.

**Term:** The term of this Addendum shall commence as of the Addendum Effective Date and shall be for so long as Licensee maintains the Agreement and has paid the fees listed above, unless otherwise terminated as set forth herein. Licensee understands and agrees that access to the IPAWS Submission App shall be made available upon Licensor's receipt of all IPAWS information requested hereunder, and that the date of such receipt shall not otherwise affect the commencement of the term of this Addendum as of the Addendum Effective Date.

3. Paragraph 16 of the Agreement is deleted in its entirety and replaced as follows:

**Termination:**

a) Licensee or Licensor may terminate the Agreement at the end of the then-current one-year period by providing the other with no less than 30 days advance written notice prior to the commencement of the next one-year period. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal of the Agreement. In the event the Agreement is terminated, this Addendum shall automatically terminate. Upon termination of all services from Licensor, Licensee will return all Confidential Information and

copies to Licensor and Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

b) Licensor, in its sole discretion, may also terminate the Agreement immediately, and without further notice, as a result of Licensee's breach of the Agreement or this Addendum, and in such case, no fees paid shall be refunded and all fees then-due shall be paid in full by Licensee.

c) Licensee, in its sole discretion, may also terminate the Agreement immediately, and without further notice, as a result of Licensor's breach of the Agreement or this Addendum, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the then-current one-year period of the Agreement or the value of the balance of Prepaid System Minutes in Licensee's Prepaid System Minute bank as calculated by multiplying the remaining Prepaid System Minutes by the Additional System Minute price on Exhibit A.

d) The IPAWS Submission App can be removed from the Service at the end of the Addendum Initial Term or any subsequent one-year period thereafter by Licensee or Licensor, without terminating the Agreement, by providing 30 days written notice prior to the Addendum Renewal Date or anniversary of the Addendum Renewal Date. Licensor, in its sole discretion, may also terminate access to the IPAWS Submission App immediately, and without further notice, as a result of Licensee's breach of the Agreement or this Addendum and in such case, no fees paid under this Addendum shall be refunded. Licensee further understands and agrees that, in the event Licensor is required to remove the IPAWS Submission App as a result of Licensee's failure to comply with any IPAWS or FEMA regulations, Licensee shall forfeit all fees paid hereunder to Licensor.

4. This Addendum shall not modify any terms or conditions of the Agreement, except as set forth herein.

Licensor:  
Inyo County, California

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Licensor:  
ONSOLVE, LLC

Signature: Dominic Bongo

Printed Name: Dominic Bongo

Title: Executive Vice President of Finance

Date: 10/03/2017



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 24

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING:** November 7, 2017

**SUBJECT:** Continuation of declaration of existence of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

**SUMMARY DISCUSSION:**

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:  <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 10-23-17





**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 25

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING:** November 7, 2017

**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

**SUMMARY DISCUSSION:**

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL: <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER: <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR: <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 10-23-17



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

26

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Kevin D. Carunchio, County Administrator  
**By:** Kelley Williams, Assistant to the CAO

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

**SUMMARY DISCUSSION:**

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL: <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Date: 10-23-17



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 27

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING:** November 7, 2017

**SUBJECT:** Continuation of declaration of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency," that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

**SUMMARY DISCUSSION:**

During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL: <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER: <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR: <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

Date: 10-23-17



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
28

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Continuation of proclamation of local emergency

**DEPARTMENTAL RECOMMENDATION:**

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

**SUMMARY DISCUSSION:**

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:  <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: 10-23-17



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

29

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Kevin Carunchio, Clerk of the Board, County Administrator  
**BY:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Approval of Board of Supervisors meeting minutes

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the minutes of the regular Board of Supervisors meetings of September 19, 2017, October 3, 2017, October 10, 2017, and October 17, 2017, and the special Board of Supervisors meetings of September 26, 2017 and October 23, 2017.

**SUMMARY DISCUSSION:** The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b>APPROVALS</b>	
COUNTY COUNSEL: <b>N/A</b>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER: <b>N/A</b>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR: <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

Date: 10-25-17



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

**31**

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 1:30 p.m.     Closed Session     Informational

**FROM:** County Administrator/County Counsel/Planning/Public Works/Agricultural Commissioner

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Draft Proposed Commercial Cannabis Regulations

**DEPARTMENTAL RECOMMENDATION:**

Recommend your Board:

- (1) Receive presentation regarding proposed draft ordinances for regulating commercial cannabis activities that could occur in Inyo County, including Zoning, Nuisance Abatement, and Commercial Cannabis Business License ordinances; and
- (2) Provide input and general policy direction to staff to the extent your Board is comfortable doing so in advance of the four (4) community meetings scheduled in the next two (2) weeks; and
- (3) Direct staff to return your Board of Supervisors on December 5<sup>th</sup> with updated versions of the ordinances, based on input received today and during the ensuing community meetings, for final Board input and direction prior to commencing the formal ordinance adoption process.

**SUMMARY DISCUSSION:**

Today's presentation is intended to introduce your Board and the public to drafts of proposed regulations related to commercial cannabis activities that could be permitted in Inyo County and related outstanding policy questions, including:

- A. Proposed amendments to Title 18 of the County Code (Zoning) regarding land use regulations and conditional use permits (Attachment 2, Commercial Cannabis Ordinance ) (Attachment 3, full copy of Title 18 with proposed ordinance changes)
  - *Should commercial cannabis activities be conditionally permitted in residential zones?*
  - *Should commercial cannabis activities be conditionally permitted in districts zoned Rural Residential?*
  - *Should all commercial cannabis cultivation activity be required to occur indoors?*
  - *Should the land use regulations impose additional buffer zones beyond those required by State law?*
  - *Are Conditional Use Permits the best way to regulate potential land use impacts?*
- B. A proposed [Expedited] Nuisance Abatement Ordinance (Attachment 4)
  - *Is an Expedited Nuisance Abatement Ordinance necessary and appropriate?*

C. A proposed Commercial Cannabis Business License Ordinance (Attachment 5)

- *Is a business license necessary for commercial cannabis activities that may be allowed in the County?*
- *Should there be a limit on the number of commercial cannabis business licenses the County issues?*
- *Should the minimum Evaluation Scoring Criteria be enhanced?*
- *What is an adequate duration for a Commercial Cannabis Business License?*

Following today's presentation, staff will make similar presentations at four (4) community meetings scheduled from 6 p.m. to 8 p.m. on November 8th at the Olancho Firehouse; on November 14th at the Big Pine Town Hall; on November 15th at the Cerro Coso College Conference Room; and, on November 17th at the Tecopa Hurlbutt-Rook Community Center. In addition, staff will continue to seek input from County departments and local agencies, and work with the County's cannabis regulation consultant, Hinderliter, de Llamas and Associates (HdL), to refine the proposed draft ordinances.

Staff proposes returning to your Board on December 5<sup>th</sup> to present updated versions of the proposed draft regulations that reflect considerations gleaned during today's presentation and through subsequent outreach efforts. The December 5<sup>th</sup> presentation will provide your Board an opportunity to give additional direction to staff prior to initiating the formal ordinance adoption process (which includes a hearing and recommendation by the Planning Commission regarding proposed zoning amendments) with additional opportunities for public input prior to your Board making final decisions.

***Questions and Analysis***

The proposed regulations being presented today have been drafted by a cannabis regulation working group comprised of the following County staff who volunteered to participate: the Planning Director, Agricultural Commissioner, Public Works Director, County Counsel, Assistant County Counsel, and County Administrator. The proposed drafts have been informed by and developed based on discussions by your Board during public meetings; divergent comments and sentiments from residents and potential stakeholders recorded at thirteen community meetings held earlier this spring; information and input from the County's commercial cannabis regulation consultants, HdL; a kick-off meeting with all County department heads; discussions with State officials and CSAC and RCRC staff; reviewing regulations being promulgated by other local California jurisdictions; and, conversations with various private business interests and tribal representatives.

Each of the proposed ordinances is attached, and each must be evaluated on its own merits. For this reason, each ordinance should be reviewed and considered in its entirety rather relying on any summary that could be included in this agenda request. However, while each proposed ordinance embodies what could become overarching County policy, each also contains multiple inherent policy considerations. Some of the most fundamental policy issues for your Board to consider are identified and discussed below.

Also, to assist your Board in considering how the proposed ordinances may play out on the ground, Attachment 1 provides tables and maps for most unincorporated communities showing the number of privately-owned parcels commercial cannabis activities could be permitted, by type of permit/activity, based on the proposed ordinances as currently drafted.

Title 18 Zoning (Attachments 2 and 3)

*Should commercial cannabis activities be conditionally permitted in residential zones?*

By their very definition, commercial activities – with the exception of certain home occupations – are generally prohibited in residential zones. Should cannabis-related businesses nevertheless be conditionally permitted in such zones? During community meetings held earlier this year, there was some sentiment that commercial cannabis cultivation businesses should be allowed in residential neighborhoods. However, as currently drafted, amendments proposed to the County Zoning Code prohibit any commercial cannabis business activity in any residential district with the exception of those areas zoned Rural Residential. The reasons for this prohibition include but are not limited to:

- Allowing any commercial business in a residential district will fundamentally change the residential characteristics of that neighborhood. Most residents did not purchase their properties with the expectation that any type of commercial business, much less a cannabis enterprise, could be conditionally permitted on their property or, perhaps more importantly, next door;
- It is unlikely that negative impacts to surrounding property owners – including but not limited to odors associated with cannabis cultivation – can be sufficiently mitigated to ensure neighboring property owners can continue to enjoy their residences;
- A property owner interested in establishing a commercial cannabis business on his or her residential property can always seek a re-zoning of their property;
- Sufficient land appears to be available in other zoning districts to accommodate a relatively large number of varied commercial cannabis business activities; and,
- (The argument that allowing commercial cannabis businesses will provide new economic opportunities for residential property owners falls somewhat flat when discussing smaller residential parcels given (1) the time, expertise and expense associated with completing the State licensing process, (2) that, unlike tomatoes, cannabis and cannabis products cannot be legally sold at farmers markets, and (3) the projected glut of product on the market driving crop prices down.

If your Board chooses to allow commercial cannabis businesses in residential districts, it may wish to consider among other conditions:

- Requiring all cultivation activities to be performed indoors, with appropriate odor control systems; and,
- Extending side-yard set-backs from neighboring dwellings beyond the five-foot (and twenty-foot for Rural Residential districts) currently specified in the Zoning Code.

*Should commercial cannabis activities be conditionally permitted in districts zoned Rural Residential?*

Parcels with the Rural Residential zoning designation are usually larger, ranging from around 0.5-acres to over 200 acres. Property zoned Rural Residential typically has significantly lower population densities compared to other residential districts, and other arguably differentiating characteristics. For this reason and in acknowledgement of sentiments expressed during community meetings, as currently drafted, amendments to the County Zoning Code propose conditionally allowing commercial cannabis cultivation businesses on property zoned Rural Residential providing a 100-foot setback from neighboring dwellings.

In considering this possible allowance, your Board should consider that the County's cannabis regulation consultant, HdL, informs staff that other public agencies require setbacks of at least 300 feet to mitigate odor impacts associated with outdoor cultivation. It is unclear if these setbacks are sufficient for that purpose.



Therefore, your Board might want to consider increasing setback requirements for outdoor cultivation or require any commercial cannabis cultivation on Rural Residential parcels to occur indoors. Or, for reasons cited above, your Board may elect to prohibit commercial cannabis cultivation in any Rural Residential district, similar to prohibiting commercial cannabis businesses in other residential districts.

*Should all commercial cannabis cultivation activity be required to occur indoors?*

As currently drafted, the proposed regulations permit the outdoor cultivation of commercial cannabis in Rural Residential, Open Space, and Industrial zones. However, as noted above, odors associated with the cultivation of cannabis can be pervasive and offensive to some people and staff has not identified a verifiable distance that ensures odors will not pose a nuisance to people nearby. Staff has proposed 100-foot setback from neighboring dwellings for cannabis cultivation in Rural Residential zones; however, this may not be sufficient and some jurisdictions require 300-foot setbacks from neighboring dwelling units. Similar to the suggestions made above, if your Board chooses to permit indoor-only commercial cultivation of cannabis in Residential zones, your Board may wish to consider requiring all commercial cannabis cultivation to occur indoors anywhere in the County. Or your Board may wish to consider requiring commercial cannabis cultivation to occur indoors when those zones abut Residential zones. In addition to providing a means to mitigate odor, requiring indoor cultivation also confers other operational safeguards that could limit impacts on neighboring property owners, including better security.

*Should the land use regulations impose additional buffer zones beyond those required by State law?*

State law prohibits any cannabis business from taking place with 600 feet of a school or licensed child care facility, and prohibits smoking cannabis within 1,000 feet of school and day care centers while children are present. As drafted, the County's proposed land use regulations will extend these buffer zones to include parks and libraries (except in the Laws area) based on some comments received during community meetings. Another policy question for your Board is should these proposed additional buffer zones be increased, or decreased, or not included in certain areas, or not included at all?

*Are Conditional Use Permits the best way to regulate potential land use impacts?*

Conditional Use Permits (CUP) are generally required for land uses that are considered controversial or carry a higher than usual potential for impacts to the environment and/or local communities. Projects that require a CUP must be evaluated under the California Environmental Quality Act (CEQA) and obtain approval from the Planning Commission at a noticed public hearing. As drafted, the proposed regulations require a CUP for all commercial cannabis activities. The CUP requirement is included based on comments from the public during community meetings, and ensures commercial cannabis activities require both a more comprehensive review and provide for public comment as they do fall into the categories of both "controversial" and "potentially impactful." Furthermore, the CUP constitutes a discretionary approval requiring CEQA and, as a result, the ordinances currently under consideration are exempt from CEQA review under State law. Additionally, the CUP process is a familiar and "tried and tested" means of ensuring impacts associated with specific land uses are adequately mitigated and ensures parcel-specific issues can be considered and addressed on a case-by-case basis.

Proposed [Expedited] Nuisance Abatement Ordinance (Attachment 4)

*Is an Expedited Nuisance Abatement Ordinance necessary and appropriate?*

As previously discussed, commercial cannabis activities can be considered controversial and potentially impactful to the surrounding areas where they are permitted. In light of this, staff prepared a proposed amendment to the Inyo County Code adding Chapter 18.82. It sets forth special expedited abatement procedures for nuisances caused by commercial cannabis cultivation. This ordinance allows nuisances caused by cannabis cultivation to be addressed much more swiftly than possible through the existing Title 22 procedures. This is also aimed at preventing cultivators from delaying the abatement process until they are able to harvest the nuisance-creating crops and thereby “abate” the nuisance and avoid the enforcement process. To do so, Chapter 18.82 as proposed sets forth a time frame where once a possible nuisance violation is received and a notice of violation is sent, a hearing can be held five days later, potentially resulting in an order directing the property owner to abate the nuisance within two days. If the nuisance is not abated as ordered, then the County may conduct whatever actions are necessary (including obtaining any required court orders) to abate at the cost to the owner/occupant. Under Title 22, this process can take 135 days or more.

In considering Chapter 18.82, your Board could decide that the proposed process does not allow enough time for people to remedy violations. Your Board might also want to begin considering appropriate civil penalty amounts for commercial cannabis nuisance violations.

Proposed Commercial Cannabis Business License Ordinance (Attachment 5)

*Is a business license necessary for commercial cannabis activities that may be allowed in the County?*

Yes. Chapter 3.50 of the Inyo County Code, Cannabis Business Tax, imposes a business license tax pursuant to California Revenue and Taxation Code section 7284, and defines “County permit” as meaning “a license or permit issued by the County to a person **to authorize** that person to operate or engage in a commercial cannabis business [**emphasis** added]. Complying with any land use requirements (including obtaining a Conditional Use Permit) that may be included in the County Zoning Ordinance as described in Attachments 2, 3 notwithstanding, the County’s Cannabis Business Tax clearly contemplated the issuance of a business license as means of “authorizing” a person to engage in sanctioned commercial cannabis activities. A business license can not only be used for taxing purposes, but also for regulatory purposes, which is how the proposed ordinance is drafted. The license criteria are intended to supplement and complement the criteria used for land-use purposes. Generally, the business license focuses on the operator of the business and aspects of their specific business operation, while a conditional use permit focuses on the activity itself as a use of property without regard to who is conducting it or their specific business plan.

*Should there be a limit on the number of commercial cannabis business licenses the County issues?*

As drafted, the proposed Commercial Cannabis Business License Ordinance contemplates limiting the number of commercial cannabis business licenses issued by the type of activity (e.g., cultivation, retail, distributor, manufacturing levels 1 & 2, testing laboratory, and microbusiness) in each of the County’s five (5) supervisorial districts. The proposed ordinance does not yet specify the number of licenses that will be issued in each district for each type of commercial cannabis activity. The proposed ordinance only counts one license type per parcel to potentially allow for a concentration of smaller businesses on one parcel.

Recognizing that communities throughout the County, and within supervisorial districts, each have differing levels of acceptance of commercial cannabis activity and that concerns vary by type of business, it seems appropriate to consider limiting permits on a district-by-district basis whereby the different tolerances and attitudes can be more easily assessed and responded to. Limiting permits within a district also more easily recognizes and addresses the unique characteristics, including population density and social mores, that exist among and within supervisorial districts. If your Board is inclined to limit the number of commercial cannabis business licenses the County issues, then it could do so on a countywide basis, as opposed to by supervisorial district; however, this could result in an inadvertent concentration of commercial cannabis activities in certain areas without regard to the preferences or characteristics of the community(ies) being affected.

Your Board could also choose not to limit the number of commercial cannabis business licenses the County will issue; however, concerns as to the number of specific types of cannabis businesses the County intends to allow was a theme heard at most of the community outreach meetings held earlier this year. If your Board chooses not to limit the number of commercial cannabis business licenses that are issued, then the number of cannabis businesses permitted in the County will be regulated solely on the basis of land use conformance and appropriate business operation. In other words, anyone who obtains a conditional use permit to conduct a specific type of commercial cannabis business on a specific parcel would generally be able to obtain a County Commercial Cannabis Business License without competing against other license applicants, or with limited review due to the lack of competition. In addition to limiting the number of various commercial cannabis businesses permitted to operate in communities for reasons discussed above, limiting the numbers and types of commercial cannabis business allowed to operate in the County will provide your Board with an additional layer of review and oversight and, by creating a competitive process, hopefully ensure a higher caliber of business with greater community benefit.

*Should the minimum Evaluation Scoring Criteria be enhanced?*

As drafted, the proposed Commercial Cannabis Business License Ordinance establishes minimum scoring criteria, including:

- a. Adequacy of the security plan, taking into consideration the Sheriff's evaluation of said plan;
- b. Adequacy of the operating plan;
- c. Appropriateness of site location;
- d. Proposed measures to mitigate potential negative impacts to the community including but not limited to odor control and emergency response;
- e. Environmental considerations including water sources;
- f. Residency considerations including applicant/operator residing in the County, and plan for preference for hiring residents residing in unincorporated Inyo County at 200% above the "living wage" for the Federal Poverty Level for a family of two.
- g. Community Benefit Plan; and
- h. Any prior or existing operation of a commercial cannabis business subject to this chapter, with those conducted in good standing to receive a ten percent increase in total score and those not conducted in good standing to receive a ten percent decrease in total score.

The draft Ordinance currently proposes that the County will further develop these and possibly other detailed and objective review criteria as part of the development of the commercial cannabis business license application, including a scoring system for evaluating competing license applications using a point system or equivalent quantitative evaluation scale tied to each set of review criteria.

Your Board has an opportunity to specify additional or different review criteria as part of its consideration of the Ordinance or, likewise, reduce or eliminate the review criteria.

*What is an adequate duration for a Commercial Cannabis Business License?*

As drafted, the Commercial Cannabis Business License Ordinance requires licenses to be renewed annually, and contemplates a cap on the number of times a license can be renewed without being open to a competitive process (but one in which existing licensees in good standing would be awarded bonus points in the Application Scoring Evaluation). There are many reasons to put some kind of cap on how many times a license can be renewed – including but limited to the possibility that future Boards may reduce the number of licenses, evaluate new opportunities that may emerge in the future, keep community benefit plans competitive, etc. etc. – but the renewal cap needs to also ensure a fair return on investment for licensees even though – if they remain in good standing – existing licensees will have a competitive advantage in any renewal process. HdL tells us that many industry investors expect a return on their investments in five to seven years. Your Board may want to consider a renewal cap of seven to ten years.

**ALTERNATIVES:**

Today’s presentation is intended to introduce the draft proposed regulations, and key associated policy considerations, to your Board and the public. Your Board can provide direction on any of the proposed ordinances in their entirety, or provide direction with respect to specific policy considerations within each ordinance. And your Board could request that staff develop additional or fewer proposed regulations. In addition to today’s meeting, the public will have an opportunity to provide additional feedback during the four (4) community meetings scheduled in the next two (2) weeks, as well as when the Board reviews updated ordinances at its December 5<sup>th</sup> meeting. In addition to providing input and direction at today’s meeting, your Board will have the opportunity to provide additional direction to staff at its December meeting, prior to staff initiating the formal ordinance adoption process. The codification process will conclude with your Board considering approval of the draft ordinances based on community and stakeholder input and its prior direction to staff.

**OTHER AGENCY INVOLVEMENT:**

County departments and other local and state agencies.

**FINANCING:**

Other than consulting costs and staff time, there is no additional cost associated with considering the proposed regulations. Funding for HdL’s consulting services is encumbered in the budget. The Fiscal Year 2017-2018 Board Approved Budget does not contemplate or rely on any revenue, or provide additional staffing, associated with the possible permitting and operation of commercial cannabis businesses occurring in 2018. At this time, the County is focused on developing the best possible public policies to meet the needs and desires of the community with regard to cannabis activities.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved:  Date <u>11/01/2017</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 Date: 11/1/17

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 Date: 11/01/2017

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 Date: 11/1/17

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 Date: 11/1/17

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

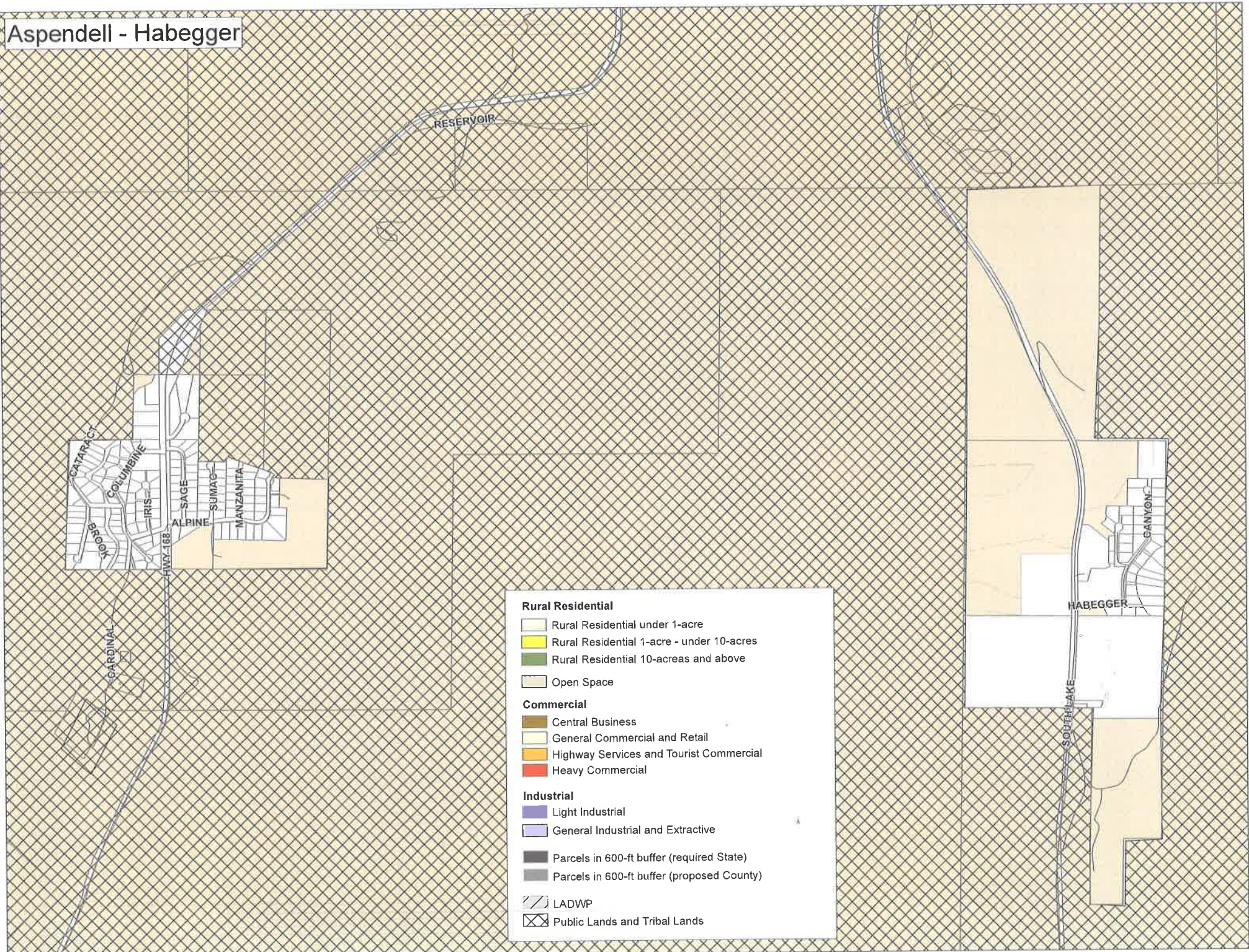
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# **Attachment 1**

**Attachment 1**  
**Maps and Tables of Potential Commercial Cannabis Activities**

The following community maps and tables are designed to be used together (one map and one table sheet per community). The maps illustrate the parcel counts shown on the tables. The Rural Residential categories have combined totals where smaller allowed cultivation areas can be conducted on larger parcels. There are also repeating totals in many of the commercial and industrial districts. A majority of these indicate the same parcels that can have several of the proposed allowed activities.

# Aspendell - Habegger



- Rural Residential**
- Rural Residential under 1-acre
  - Rural Residential 1-acre - under 10-acres
  - Rural Residential 10-acres and above
  - Open Space
- Commercial**
- Central Business
  - General Commercial and Retail
  - Highway Services and Tourist Commercial
  - Heavy Commercial
- Industrial**
- Light Industrial
  - General Industrial and Extractive
  - Parcels in 600-ft buffer (required State)
  - Parcels in 600-ft buffer (proposed County)
  - LADWP
  - Public Lands and Tribal Lands



## Aspendell - Habeggars

### Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities Based on Proposed County Regulations

Parcels *eligible after State and County (proposed) 600-ft buffers applied									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	x	x	x	x	x	x	x	x
	less than 10,000sq.ft	x	x	x	x	x	x	x	x
	25% of total parcel or less	x	x	x	x	x	x	x	x
	All cultivation types	x	7	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	x	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	x	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	x	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	x	x	x	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	x	x	x	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

Aspendell – Habeggars appears to have no parcels affected by proposed County Buffers

KEY
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Big Pine



- Rural Residential**
- Rural Residential under 1-acre
  - Rural Residential 1-acre - under 10-acres
  - Rural Residential 10-acres and above
  - Open Space
- Commercial**
- Central Business
  - General Commercial and Retail
  - Highway Services and Tourist Commercial
  - Heavy Commercial
- Industrial**
- Light Industrial
  - General Industrial and Extractive
- Parcels in 600-ft buffer (required State)  
 ■ Parcels in 600-ft buffer (proposed County)
- // LADWP  
 □ Public Lands and Tribal Lands



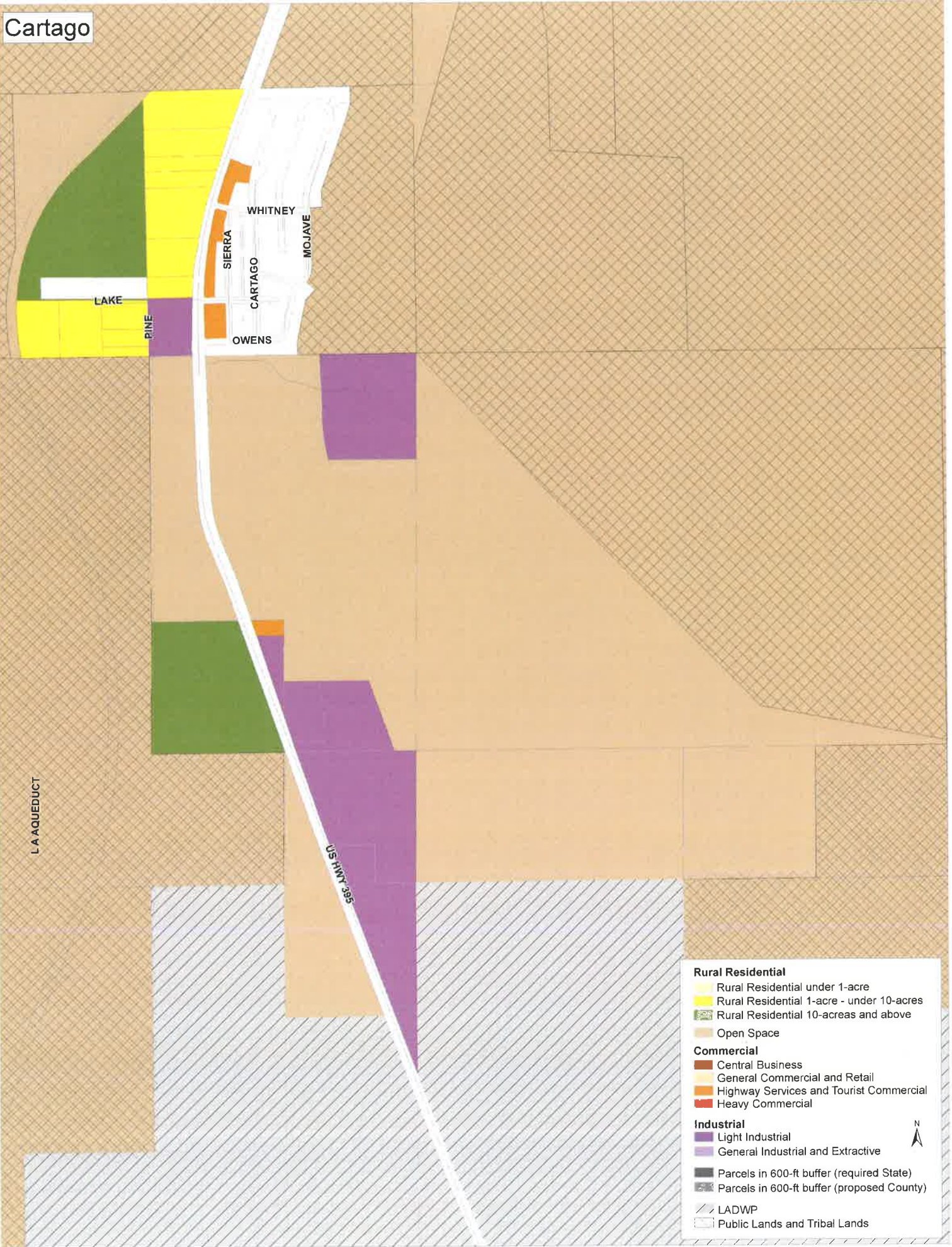
**Big Pine**  
**Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities**  
**Based on Proposed County Regulations**

Parcels *eligible after State and County (proposed) 600-ft buffers applied									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	2	x	x	x	x	x	x	x
	less than 10,000sq.ft	2	x	x	x	x	x	x	x
	25% of total parcel or less	x	x	x	x	x	x	x	x
	All cultivation types		x						
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	1	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	1	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	14	x	x	x	x	
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	14	x	x	1	x	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	14	x	x	1	x	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

*Eligible Parcels if . . .		No County Buffers		
Business License Type	Activity	RR	CB	C4
Cultivation - by allowed canopy size	5,000sq.ft or less	NC	x	x
	less than 10,000sq.ft	NC	x	x
	25% of total parcel or less	x	x	x
	All cultivation types	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	NC
Manufacturing - (Type 7)	Using volatile solvents	x	x	x
Testing - (Type 8)	Laboratories	x	x	NC
Retailer - (Type 10)	Sales and delivery of projects	x	30	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	30	NC
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	30	NC
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff				

KEY
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Cartago



**Rural Residential**

- Rural Residential under 1-acre
- Rural Residential 1-acre - under 10-acres
- Rural Residential 10-acres and above

**Open Space**

- Open Space

**Commercial**

- Central Business
- General Commercial and Retail
- Highway Services and Tourist Commercial
- Heavy Commercial

**Industrial**

- Light Industrial
- General Industrial and Extractive

Parcels in 600-ft buffer (required State)

Parcels in 600-ft buffer (proposed County)

LADWP

Public Lands and Tribal Lands

N

## Cartago

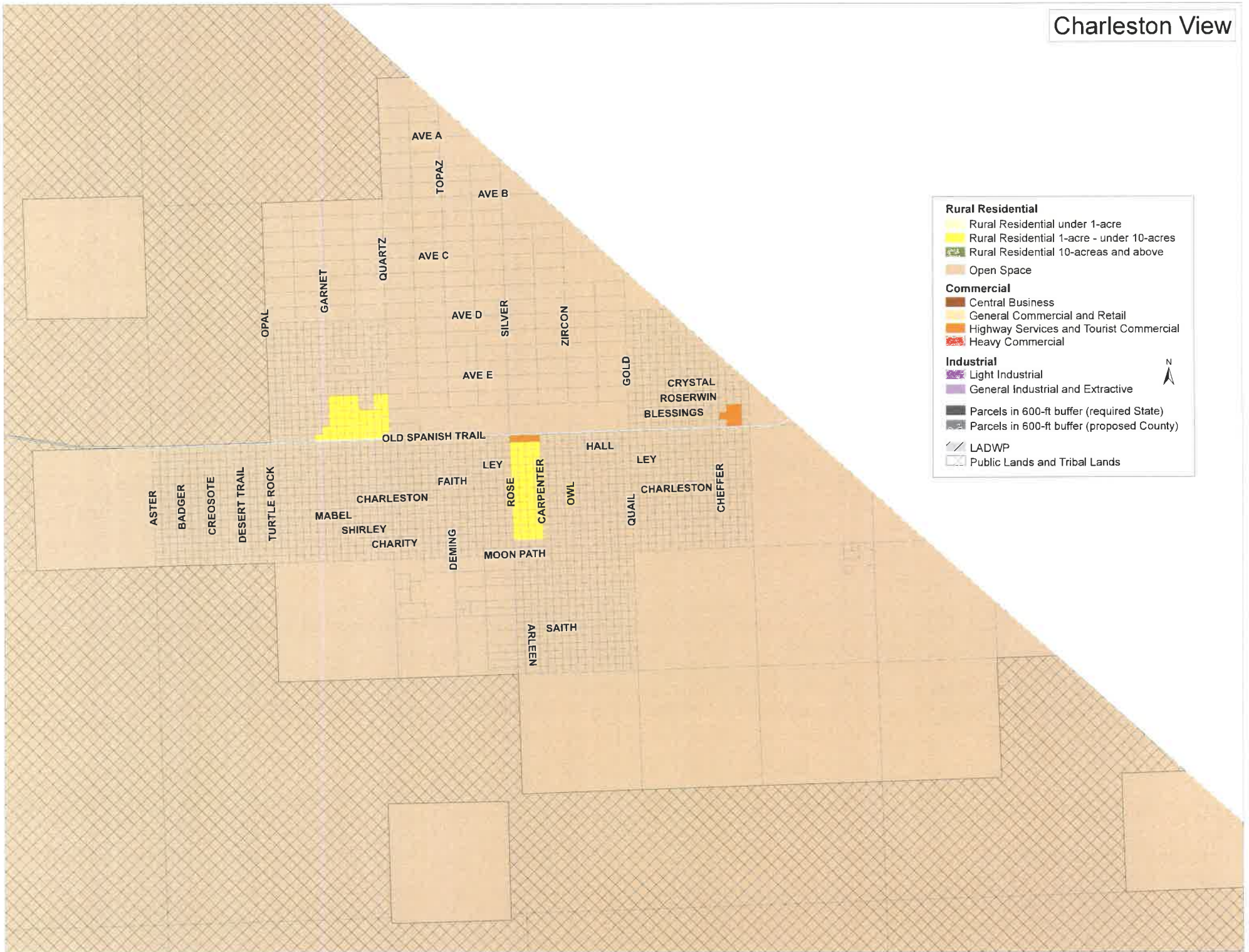
### Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities Based on Proposed County Regulations

Parcels *eligible after State and County (proposed) 600-ft buffers applied									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>14</b>	x	x	x	x	x	x	x
	less than 10,000sq.ft	<b>14</b>	x	x	x	x	x	<b>8</b>	x
	25% of total parcel or less	<b>2</b>	x	x	x	x	x	x	x
	All cultivation types	x	<b>8</b>	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	x	<b>8</b>	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	x	<b>8</b>	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	<b>13</b>	x	x	
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	<b>13</b>	x	<b>8</b>	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	<b>13</b>	x	<b>8</b>	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**Cartago appears to have no parcels affected by proposed County Buffers**

KEY
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Charleston View



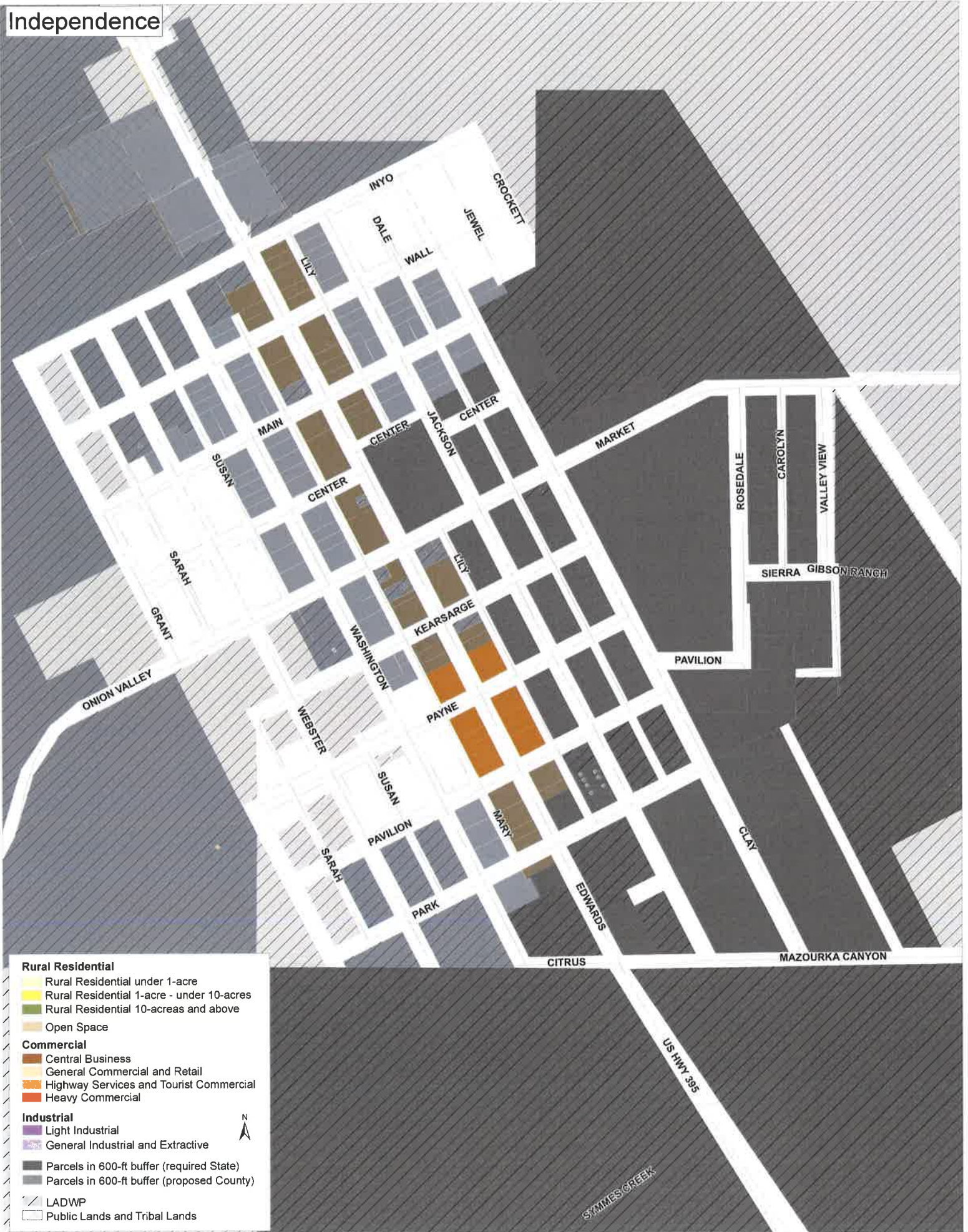
**Charleston View**  
**Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities**  
**Based on Proposed County Regulations**

<b>Parcels *eligible after State and County (proposed) 600-ft buffers applied</b>									
<b>Business License Type</b>	<b>Activity</b>	<b>RR</b>	<b>OS</b>	<b>CB</b>	<b>C1</b>	<b>C2</b>	<b>C4</b>	<b>M2</b>	<b>M1</b>
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>100</b>	x	x	x	x	x	x	x
	less than 10,000sq.ft	<b>100</b>	x	x	x	x	x	x	x
	25% of total parcel or less	x	x	x	x	x	x	x	x
	All cultivation types	x	<b>2,074</b>	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	x	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	x	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	<b>5</b>	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	<b>5</b>	x	x	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	<b>5</b>	x	x	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**Charleston View appears to have no parcels affected by proposed County Buffers**

<b>KEY</b>
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Independence



- Rural Residential**
- Rural Residential under 1-acre
  - Rural Residential 1-acre - under 10-acres
  - Rural Residential 10-acres and above
  - Open Space
- Commercial**
- Central Business
  - General Commercial and Retail
  - Highway Services and Tourist Commercial
  - Heavy Commercial
- Industrial**
- Light Industrial
  - General Industrial and Extractive
- Parcels in 600-ft buffer (required State)
- Parcels in 600-ft buffer (proposed County)
- ▨ LADWP
- Public Lands and Tribal Lands



US HWY 395

STIMMIS CREEK



## Independence

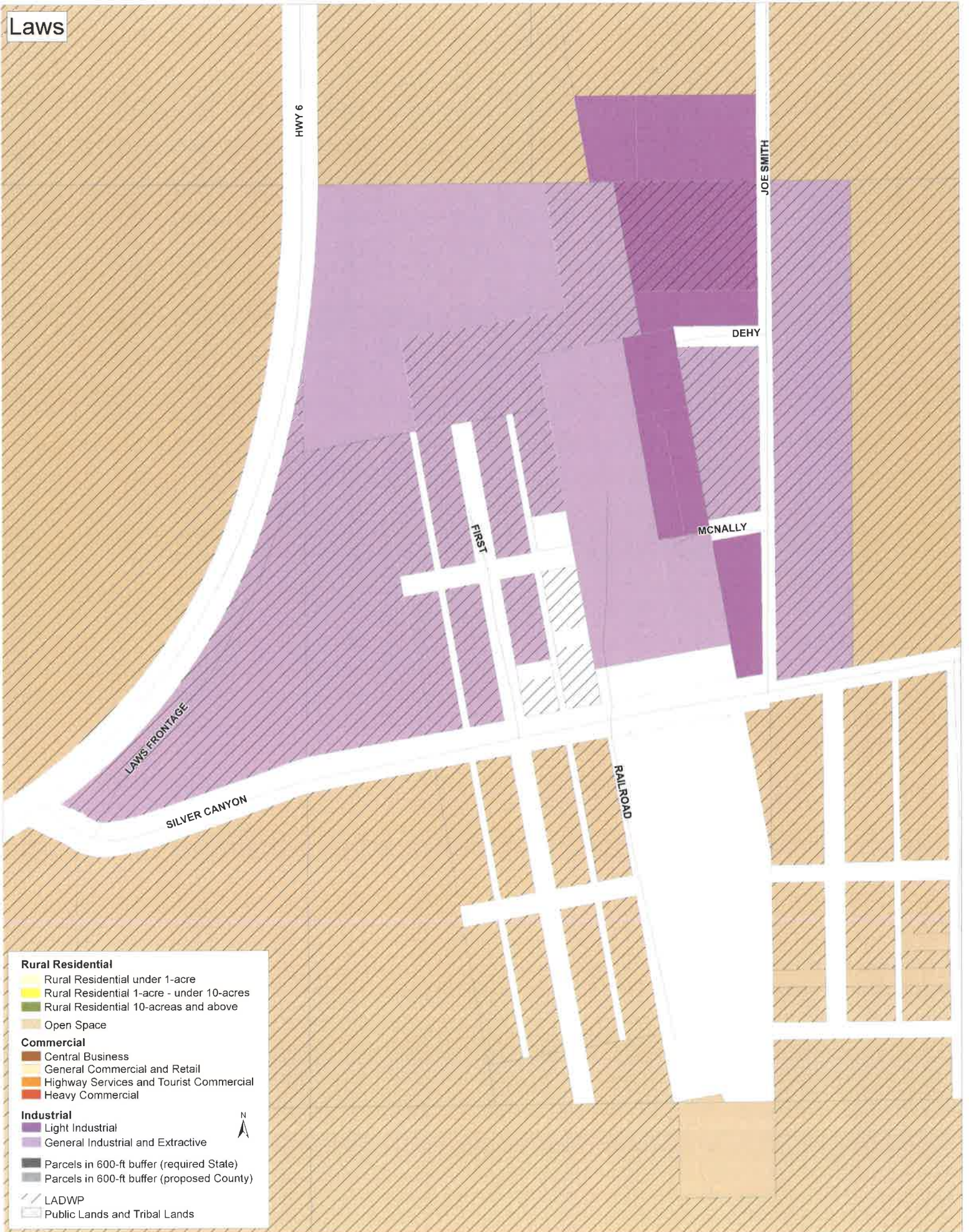
### Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities Based on Proposed County Regulations

Parcels *eligible after State and County (proposed) 600-ft buffers applied									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	X	X	X	X	X	X	X	X
	less than 10,000sq.ft	X	X	X	X	X	X	X	X
	25% of total parcel or less	X	X	X	X	X	X	X	X
	All cultivation types	X	X	X	X	X	X	X	X
Manufacturing - (Type 6)	Using non-volatile solvents	X	X	X	X	X	X	X	X
Manufacturing - (Type 7)	Using volatile solvents	X	X	X	X	X	X	X	X
Testing - (Type 8)	Laboratories	X	X	X	X	X	X	X	X
Retailer - (Type 10)	Sales and delivery of projects	X	X	11	X	X	X	X	X
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	X	X	11	X	X	X	X	X
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	X	X	11	X	X	X	X	X
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

*Eligible Parcels if . . .	No County Buffers
Business License Type	Activity
Cultivation - by allowed canopy size	5,000sq.ft or less
	less than 10,000sq.ft
	25% of total parcel or less
	All cultivation types
Manufacturing - (Type 6)	Using non-volatile solvents
Manufacturing - (Type 7)	Using volatile solvents
Testing - (Type 8)	Laboratories
Retailer - (Type 10)	Sales and delivery of projects
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff	

KEY
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Laws



## Rural Residential

- Rural Residential under 1-acre
- Rural Residential 1-acre - under 10-acres
- Rural Residential 10-acres and above
- Open Space

## Commercial

- Central Business
- General Commercial and Retail
- Highway Services and Tourist Commercial
- Heavy Commercial

## Industrial

- Light Industrial
- General Industrial and Extractive
- Parcels in 600-ft buffer (required State)
- Parcels in 600-ft buffer (proposed County)
- LADWP
- Public Lands and Tribal Lands



## Laws

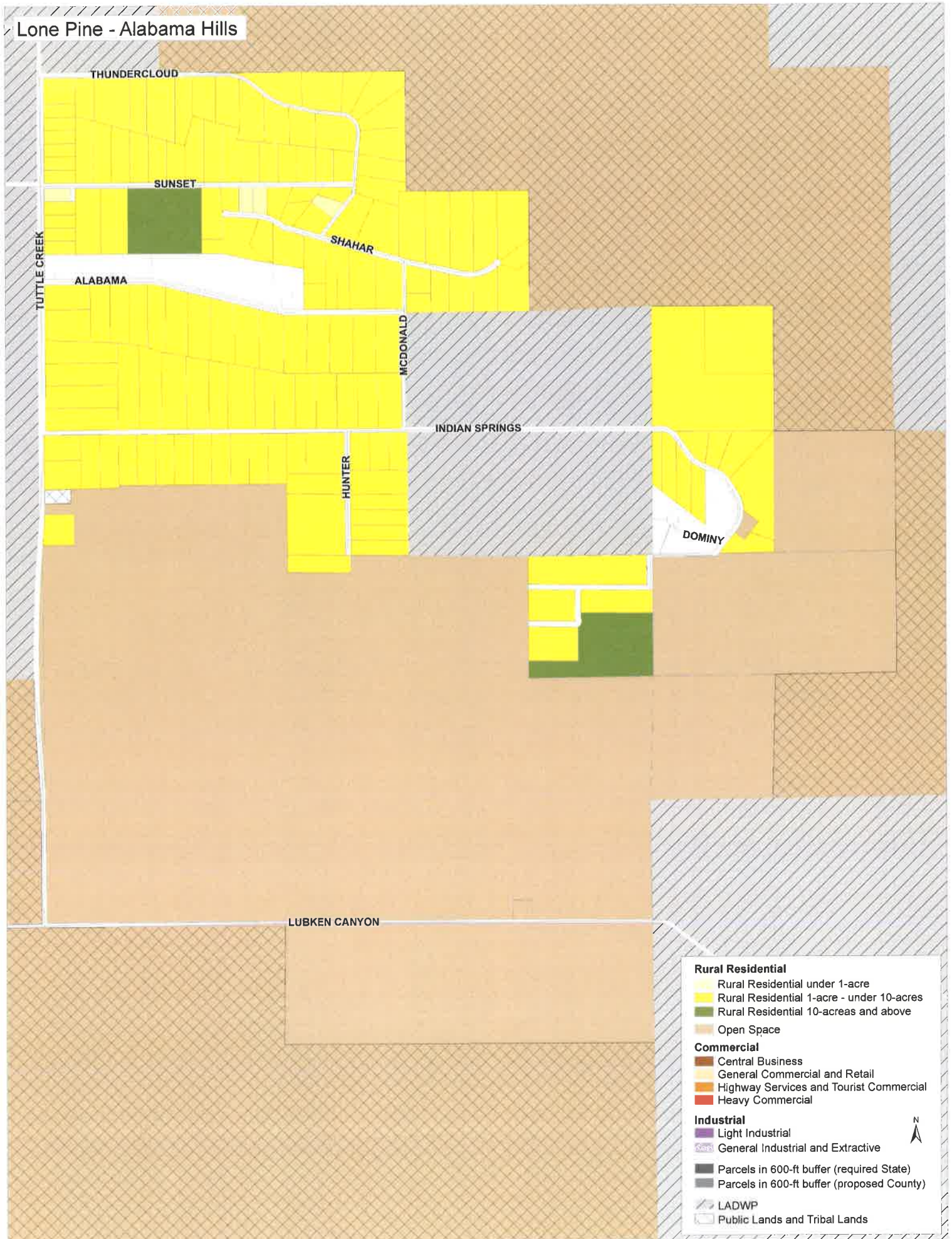
### Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities Based on Proposed County Regulations

Parcels *eligible after State and County (proposed) 600-ft buffers applied									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	X	X	X	X	X	X	X	X
	less than 10,000sq.ft	X	X	X	X	X	X	<b>5</b>	X
	25% of total parcel or less	X	X	X	X	X	X	X	X
	All cultivation types	X	<b>1</b>	X	X	X	X	X	<b>3</b>
Manufacturing - (Type 6)	Using non-volatile solvents	X	X	X	X	X	X	X	<b>3</b>
Manufacturing - (Type 7)	Using volatile solvents	X	X	X	X	X	X	<b>5</b>	<b>3</b>
Testing - (Type 8)	Laboratories	X	X	X	X	X	X	<b>5</b>	<b>3</b>
Retailer - (Type 10)	Sales and delivery of projects	X	X	X	X	X	X	X	X
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	X	X	X	X	X	X	<b>5</b>	<b>3</b>
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	X	X	X	X	X	X	<b>5</b>	<b>3</b>
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

Laws appears to have no parcels affected by proposed County Buffers

KEY
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Lone Pine - Alabama Hills



**Rural Residential**

- Rural Residential under 1-acre
- Rural Residential 1-acre - under 10-acres
- Rural Residential 10-acres and above
- Open Space

**Commercial**

- Central Business
- General Commercial and Retail
- Highway Services and Tourist Commercial
- Heavy Commercial

**Industrial**

- Light Industrial
- General Industrial and Extractive

■ Parcels in 600-ft buffer (required State)  
 ■ Parcels in 600-ft buffer (proposed County)

▨ LADWP  
 □ Public Lands and Tribal Lands

N

## Lone Pine – Alabama Hills

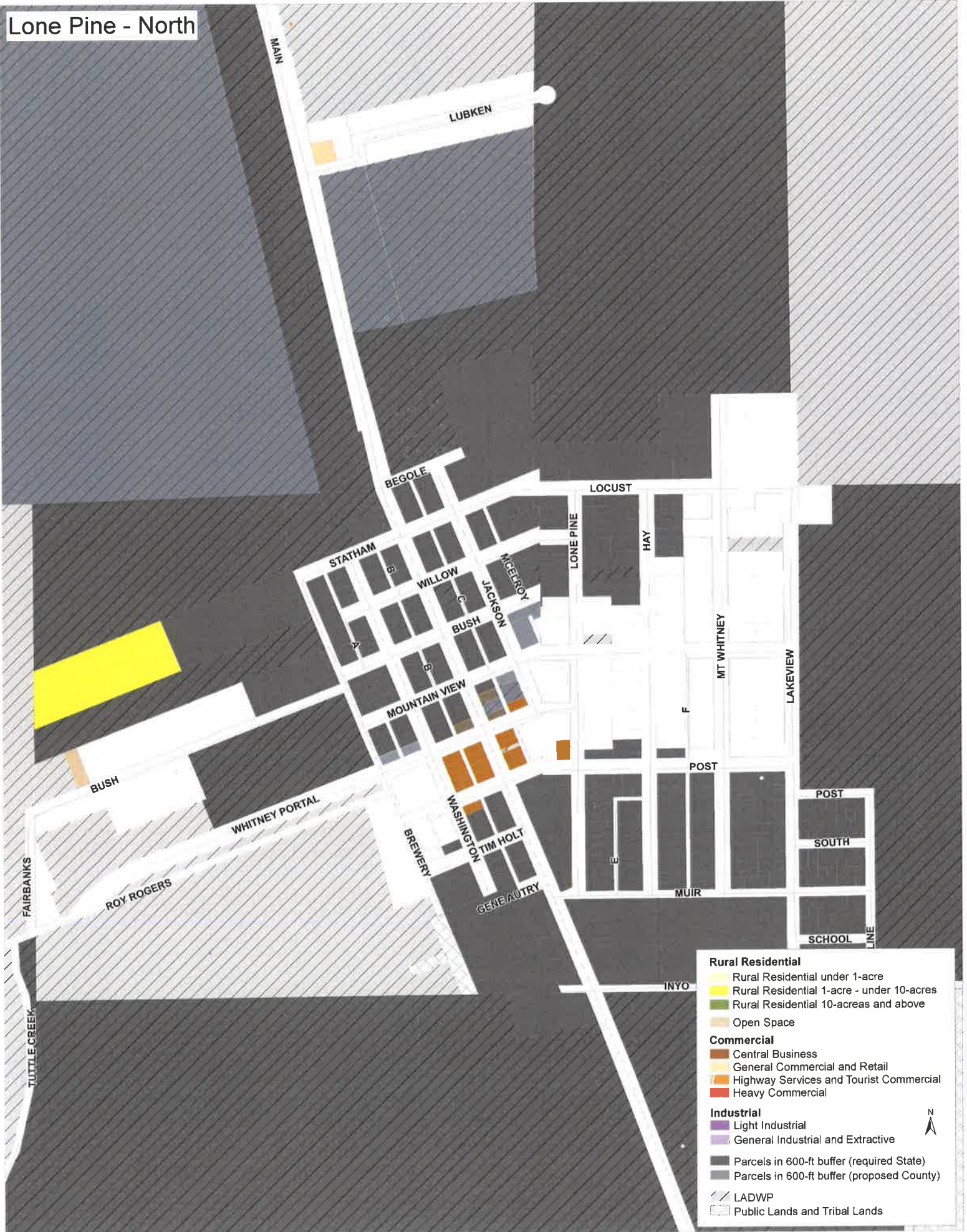
### Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities Based on Proposed County Regulations

Parcels *eligible after State and County (proposed) 600-ft buffers applied									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>4</b>	x	x	x	x	x	x	x
	less than 10,000sq.ft	<b>154</b>	x	x	x	x	x	x	x
	25% of total parcel or less	<b>156</b>	x	x	x	x	x	x	x
	All cultivation types	x	<b>7</b>	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	x	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	x	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	x	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	x	x	x	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	x	x	x	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

Alabama Hills appears to have no parcels affected by proposed County Buffers

KEY
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Lone Pine - North



**Rural Residential**

- Rural Residential under 1-acre
- Rural Residential 1-acre - under 10-acres
- Rural Residential 10-acres and above
- Open Space

**Commercial**

- Central Business
- General Commercial and Retail
- Highway Services and Tourist Commercial
- Heavy Commercial

**Industrial**

- Light Industrial
- General Industrial and Extractive

Parcels in 600-ft buffer (required State)

Parcels in 600-ft buffer (proposed County)

LADWP

Public Lands and Tribal Lands

N

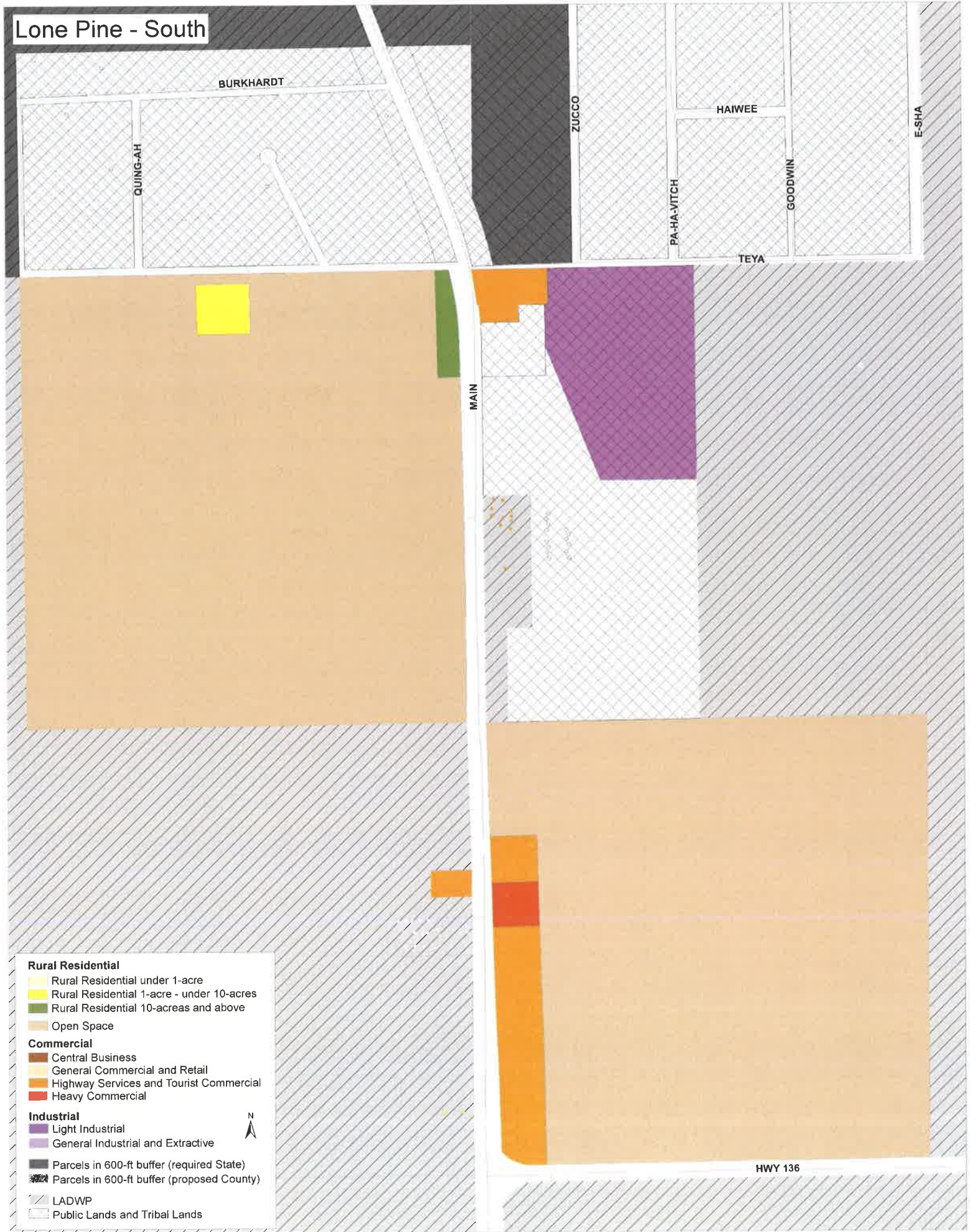
**Lone Pine North**  
**Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities**  
**Based on Proposed County Regulations**

<b>Parcels *eligible after State and County (proposed) 600-ft buffers applied</b>									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>1</b>	x	x	x	x	x	x	x
	less than 10,000sq.ft	<b>1</b>	x	x	x	x	x	x	x
	25% of total parcel or less	x	x	x	x	x	x	x	x
	All cultivation types	x	<b>1</b>	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	x	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	x	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	<b>15</b>	<b>1</b>	x	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	<b>15</b>	<b>1</b>	x	x	x	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	<b>15</b>	<b>1</b>	x	x	x	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

<b>*Eligible Parcels if . . .</b>		<b>No County Buffers</b>			
Business License Type	Activity	RR	OS	CB	C1
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>NC</b>	x	x	x
	less than 10,000sq.ft	<b>NC</b>	x	x	x
	25% of total parcel or less	x	x	x	x
	All cultivation types	x	<b>NC</b>	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	<b>17</b>	<b>NC</b>
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	<b>17</b>	<b>NC</b>
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	<b>17</b>	<b>NC</b>
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff					

<b>KEY</b>
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Lone Pine - South



### Rural Residential

- Rural Residential under 1-acre
- Rural Residential 1-acre - under 10-acres
- Rural Residential 10-acres and above
- Open Space

### Commercial

- Central Business
- General Commercial and Retail
- Highway Services and Tourist Commercial
- Heavy Commercial

### Industrial

- Light Industrial
- General Industrial and Extractive

- Parcels in 600-ft buffer (required State)
- Parcels in 600-ft buffer (proposed County)

- LADWP
- Public Lands and Tribal Lands

HWY 136



**Lone Pine South**  
**Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities**  
**Based on Proposed County Regulations**

<b>Parcels *eligible after State and County (proposed) 600-ft buffers applied</b>									
<b>Business License Type</b>	<b>Activity</b>	<b>RR</b>	<b>OS</b>	<b>CB</b>	<b>C1</b>	<b>C2</b>	<b>C4</b>	<b>M2</b>	<b>M1</b>
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>2</b>	x	x	x	x	x	x	x
	less than 10,000sq.ft	<b>2</b>	x	x	x	x	x	x	x
	25% of total parcel or less	<b>1</b>	x	x	x	x	x	x	x
	All cultivation types	x	<b>2</b>	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	<b>1</b>	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	<b>1</b>	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	<b>6</b>	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	<b>6</b>	<b>1</b>	x	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	<b>6</b>	<b>1</b>	x	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**Lone Pine South appears to have no parcels affected by proposed County Buffers**

<b>KEY</b>
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Meadow Creek/Dixon

DIXON

**Rural Residential**

- Rural Residential under 1-acre
- Rural Residential 1-acre - under 10-acres
- Rural Residential 10-acres and above
- Open Space

**Commercial**

- Central Business
- General Commercial and Retail
- Highway Services and Tourist Commercial
- Heavy Commercial

**Industrial**

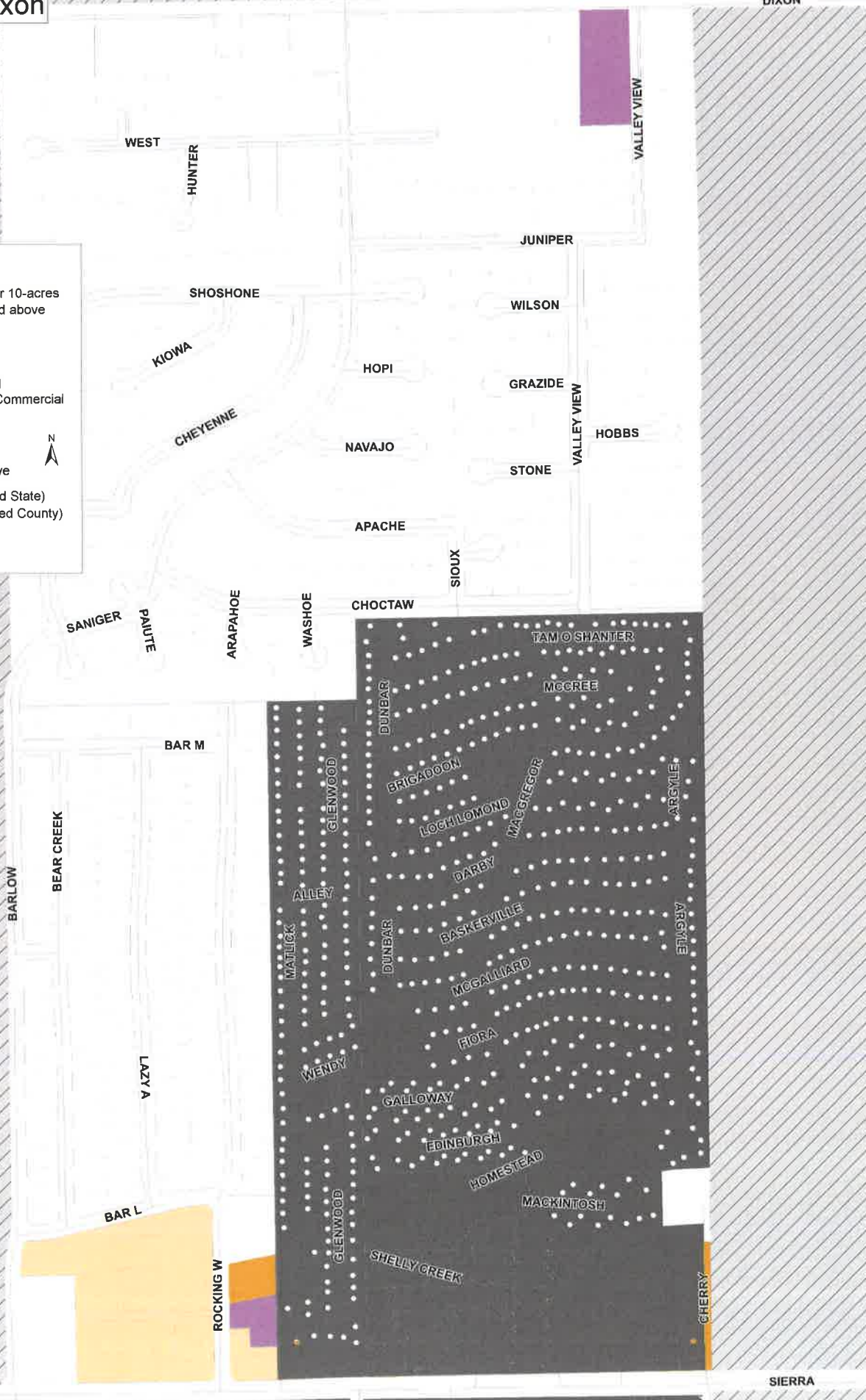
- Light Industrial
- General Industrial and Extractive

Parcels in 600-ft buffer (required State)

Parcels in 600-ft buffer (proposed County)

LADWP

Public Lands and Tribal Lands



**Meadow Creek - Dixon**  
**Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities**  
**Based on Proposed County Regulations**

<b>Parcels *eligible after State and County (proposed) 600-ft buffers applied</b>									
<b>Business License Type</b>	<b>Activity</b>	<b>RR</b>	<b>OS</b>	<b>CB</b>	<b>C1</b>	<b>C2</b>	<b>C4</b>	<b>M2</b>	<b>M1</b>
Cultivation - by allowed canopy size	5,000sq.ft or less	x	x	x	x	x	x	x	x
	less than 10,000sq.ft	x	x	x	x	x	x	<b>3</b>	x
	25% of total parcel or less	x	x	x	x	x	x	x	x
	All cultivation types	x	x	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	x	<b>3</b>	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	x	<b>3</b>	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	<b>6</b>	<b>3</b>	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	<b>6</b>	<b>3</b>	x	<b>3</b>	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	<b>6</b>	<b>3</b>	x	<b>3</b>	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**Meadow Creek - Dixon appears to have no parcels affected by proposed County Buffers**

<b>KEY</b>
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Mustang Mesa



## Mustang Mesa

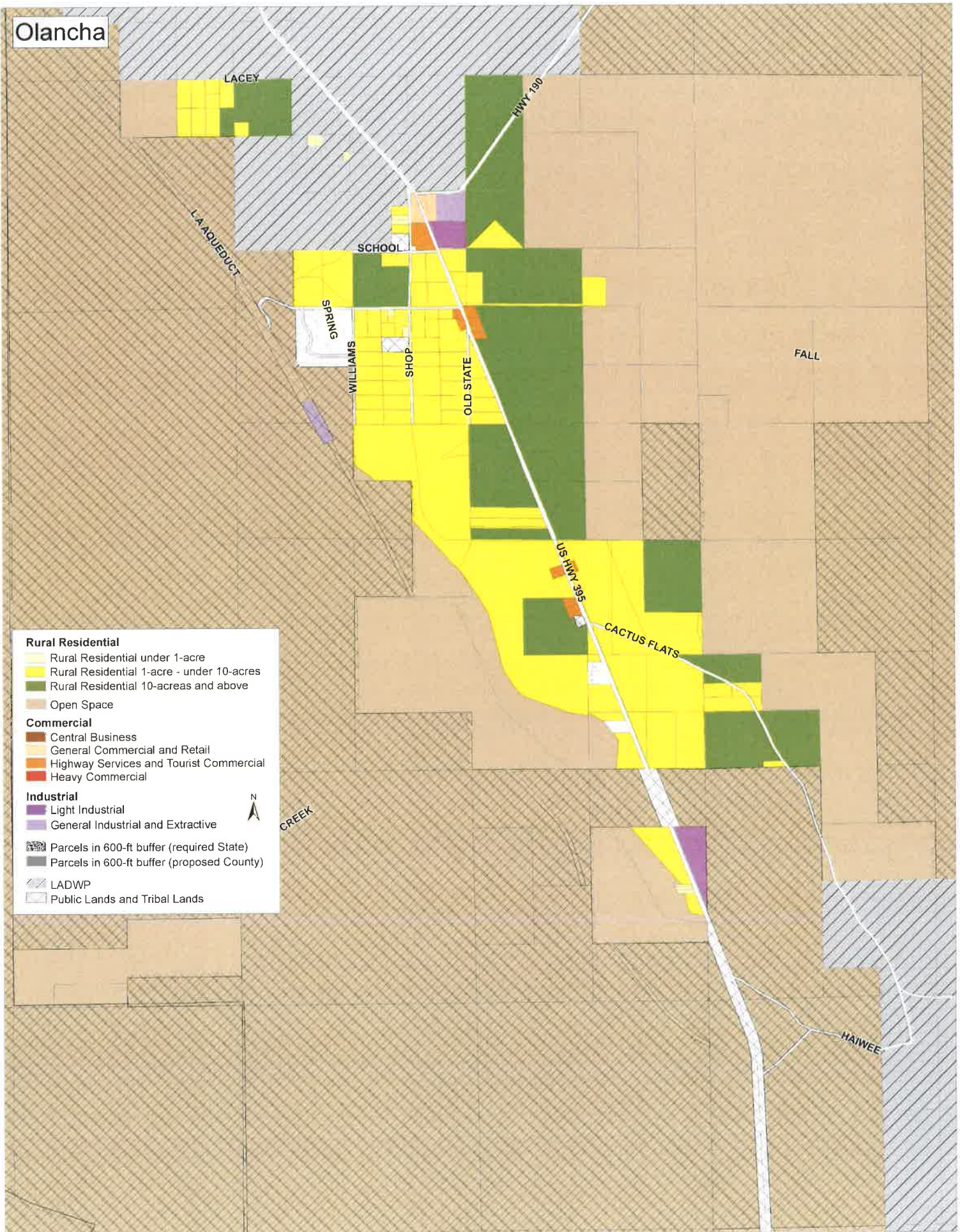
### Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities Based on Proposed County Regulations

Parcels *eligible after State and County (proposed) 600-ft buffers applied									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	x	x	x	x	x	x	x	x
	less than 10,000sq.ft	x	x	x	x	x	x	x	x
	25% of total parcel or less	x	x	x	x	x	x	x	x
	All cultivation types	x	<b>1</b>	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	<b>1</b>	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	<b>1</b>	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	<b>3</b>	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	<b>3</b>	<b>1</b>	x	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	<b>3</b>	<b>1</b>	x	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**Mustang Mesa appears to have no parcels affected by proposed County Buffers**

KEY
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Olancha



## Olancha

### Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities Based on Proposed County Regulations

Parcels *eligible after State and County (proposed) 600-ft buffers applied									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>115</b>	x	x	x	x	x	x	x
	less than 10,000sq.ft	<b>105</b>	x	x	x	x	x	<b>2</b>	<b>2</b>
	25% of total parcel or less	<b>28</b>	x	x	x	x	x	x	x
	All cultivation types	x	<b>23</b>	x	x	x	x	x	<b>2</b>
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	<b>1</b>	<b>2</b>	<b>2</b>
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	<b>2</b>
Testing - (Type 8)	Laboratories	x	x	x	x	x	<b>1</b>	<b>2</b>	<b>2</b>
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	<b>12</b>	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	<b>12</b>	<b>1</b>	<b>2</b>	<b>2</b>
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	<b>12</b>	<b>1</b>	<b>2</b>	<b>2</b>
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**Olancha appears to have no parcels affected by proposed County Buffers**

KEY
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Pearsonville

SECOND L.A. AQUEDUCT

NINE MILE CANYON

STERLING

US HWY 395

US HWY 395

PEARSON

**Rural Residential**

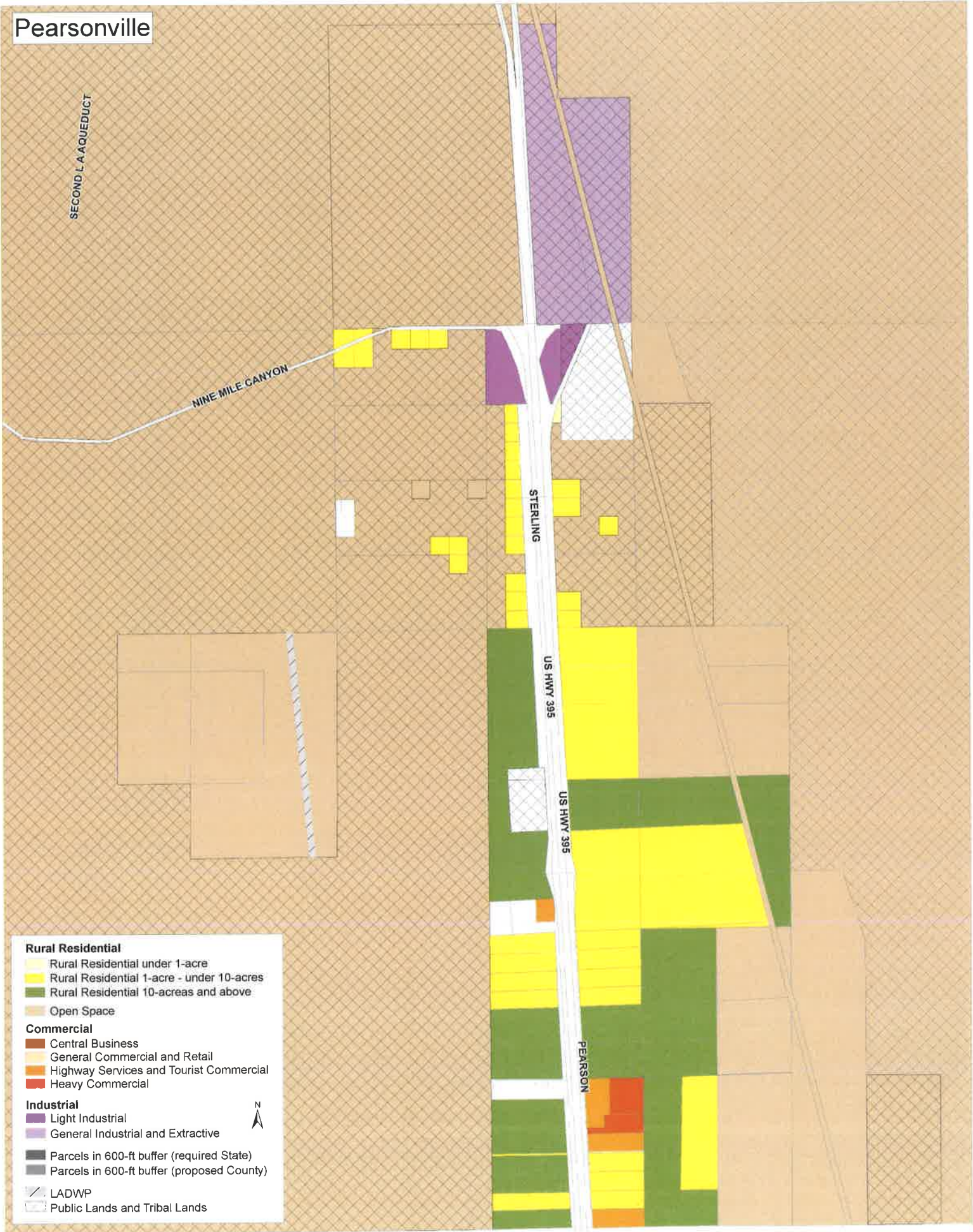
- Rural Residential under 1-acre
- Rural Residential 1-acre - under 10-acres
- Rural Residential 10-acres and above
- Open Space

**Commercial**

- Central Business
- General Commercial and Retail
- Highway Services and Tourist Commercial
- Heavy Commercial

**Industrial**

- Light Industrial
- General Industrial and Extractive
- Parcels in 600-ft buffer (required State)
- Parcels in 600-ft buffer (proposed County)
- LADWP
- Public Lands and Tribal Lands





**Pearsonville**

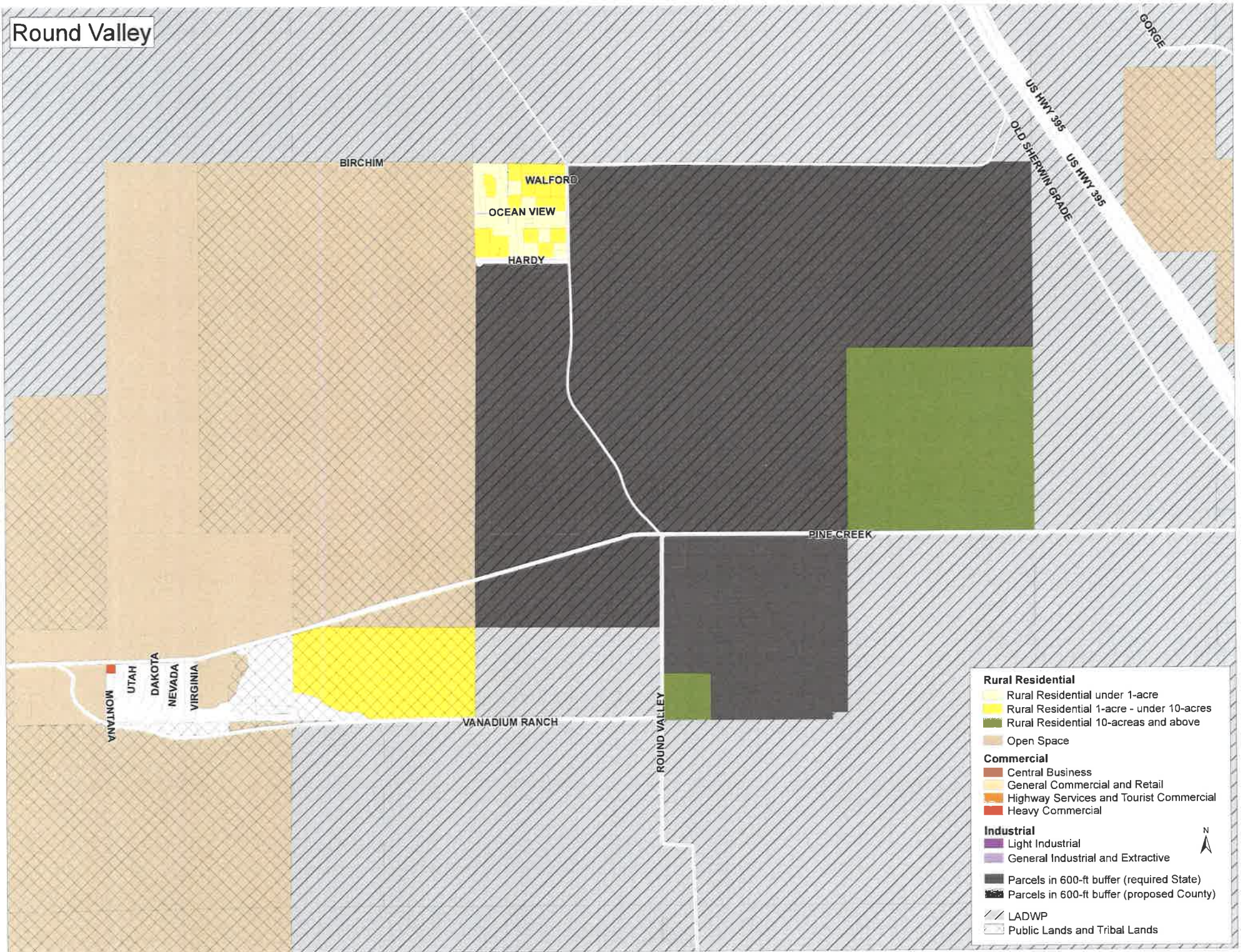
**Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities  
Based on Proposed County Regulations**

<b>Parcels *eligible after State and County (proposed) 600-ft buffers applied</b>									
<b>Business License Type</b>	<b>Activity</b>	<b>RR</b>	<b>OS</b>	<b>CB</b>	<b>C1</b>	<b>C2</b>	<b>C4</b>	<b>M2</b>	<b>M1</b>
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>67</b>	x	x	x	x	x	x	x
	less than 10,000sq.ft	<b>67</b>	x	x	x	x	x	<b>2</b>	x
	25% of total parcel or less	<b>23</b>	x	x	x	x	x	x	x
	All cultivation types	x	<b>19</b>	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	<b>2</b>	<b>2</b>	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	<b>2</b>	<b>2</b>	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	<b>5</b>	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	<b>5</b>	<b>2</b>	<b>2</b>	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	<b>5</b>	<b>2</b>	<b>2</b>	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**Pearsonville appears to have no parcels affected by proposed County Buffers**

<b>KEY</b>
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Round Valley



**Rural Residential**

- Rural Residential under 1-acre
- Rural Residential 1-acre - under 10-acres
- Rural Residential 10-acres and above

**Open Space**

- Open Space

**Commercial**

- Central Business
- General Commercial and Retail
- Highway Services and Tourist Commercial
- Heavy Commercial

**Industrial**

- Light Industrial
- General Industrial and Extractive

**600-ft Buffer**

- Parcels in 600-ft buffer (required State)
- Parcels in 600-ft buffer (proposed County)

**Other**

- LADWP
- Public Lands and Tribal Lands



**Round Valley**  
**Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities**  
**Based on Proposed County Regulations**

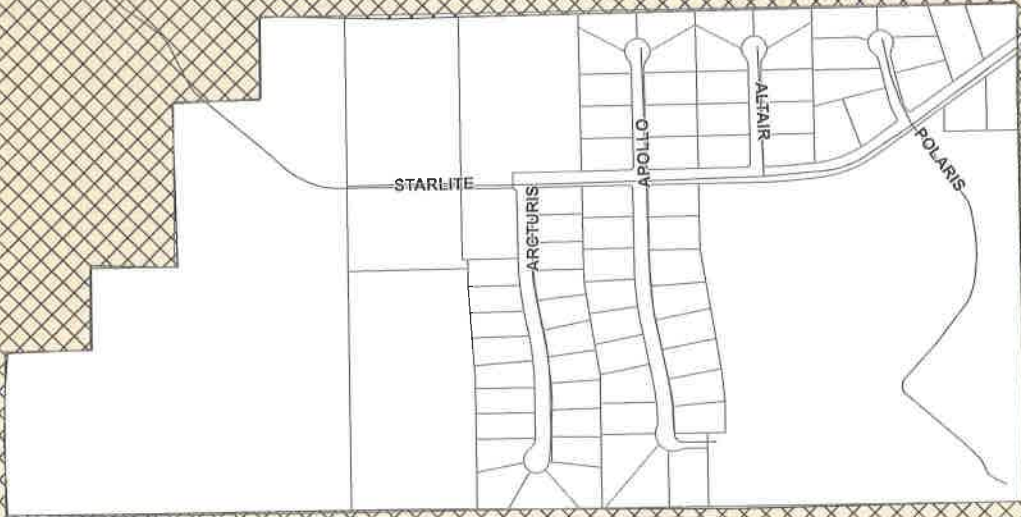
<b>Parcels *eligible after State and County (proposed) 600-ft buffers applied</b>									
<b>Business License Type</b>	<b>Activity</b>	<b>RR</b>	<b>OS</b>	<b>CB</b>	<b>C1</b>	<b>C2</b>	<b>C4</b>	<b>M2</b>	<b>M1</b>
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>51</b>	x	x	x	x	x	x	x
	less than 10,000sq.ft	<b>15</b>	x	x	x	x	x	x	x
	25% of total parcel or less	<b>2</b>	x	x	x	x	x	x	x
	All cultivation types	x	<b>4</b>	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	<b>1</b>	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	<b>1</b>	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	x	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	x	<b>1</b>	x	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	x	<b>1</b>	x	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**Round Valley appears to have no parcels affected by proposed County Buffers**

<b>KEY</b>
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Starlite

BUTTERMILK



- Rural Residential**
- Rural Residential under 1-acre
  - Rural Residential 1-acre - under 10-acres
  - Rural Residential 10-acres and above
  - Open Space
- Commercial**
- Central Business
  - General Commercial and Retail
  - Highway Services and Tourist Commercial
  - Heavy Commercial
- Industrial**
- Light Industrial
  - General Industrial and Extractive
  - Parcels in 600-ft buffer (required State)
  - Parcels in 600-ft buffer (proposed County)
  - LADWP
  - Public Lands and Tribal Lands

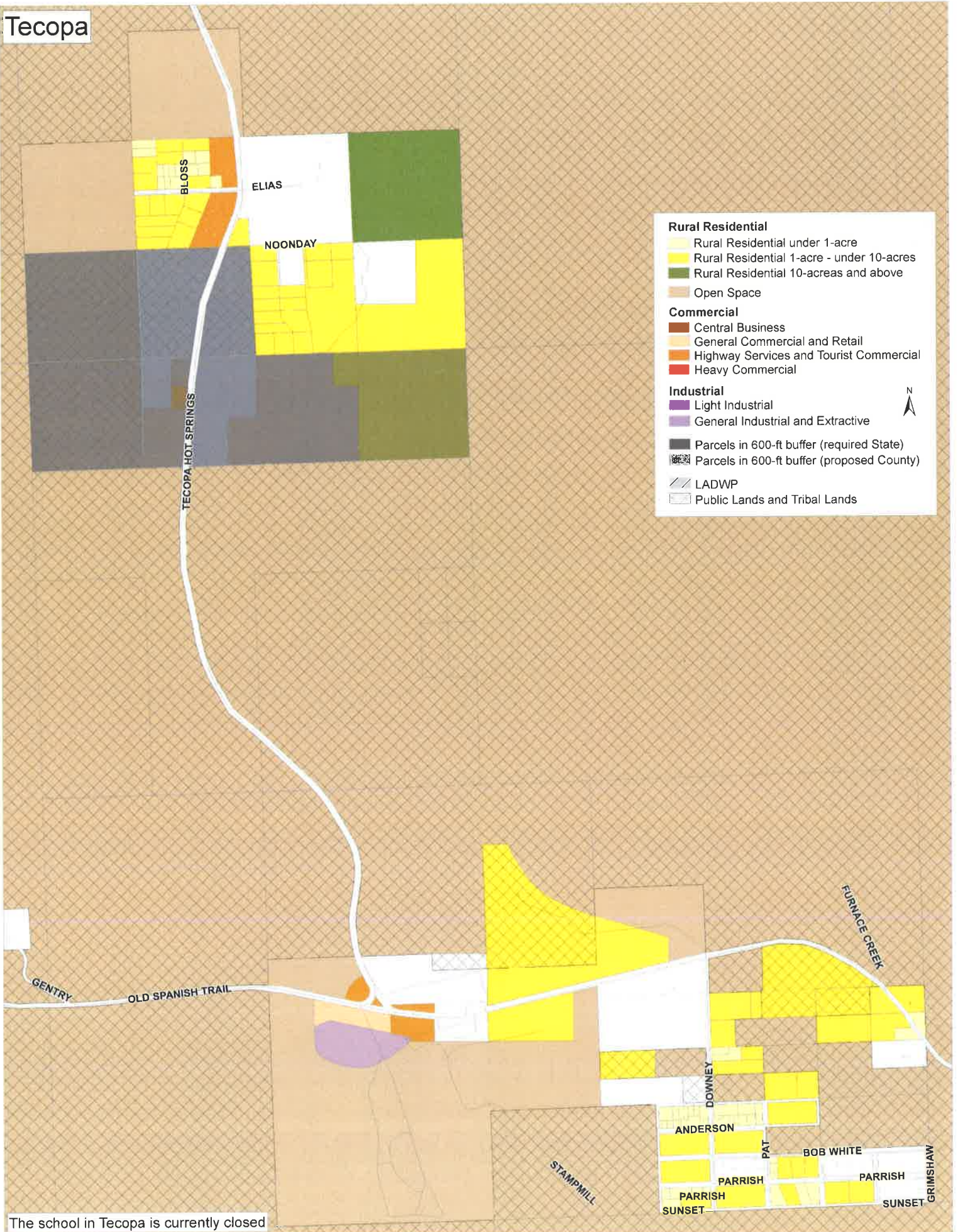
**Starlite**  
**Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities**  
**Based on Proposed County Regulations**

<b>Parcels *eligible after State and County (proposed) 600-ft buffers applied</b>									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	x	x	x	x	x	x	x	x
	less than 10,000sq.ft	x	x	x	x	x	x	x	x
	25% of total parcel or less	x	x	x	x	x	x	x	x
	All cultivation types	x	x	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	x	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	x	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	x	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	x	x	x	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	x	x	x	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**Starlite appears to have no parcels affected by proposed County Buffers**

<b>KEY</b>
RR - Rural Residential
OS - Open Space
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C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Tecopa



**Rural Residential**

- Rural Residential under 1-acre
- Rural Residential 1-acre - under 10-acres
- Rural Residential 10-acres and above
- Open Space

**Commercial**

- Central Business
- General Commercial and Retail
- Highway Services and Tourist Commercial
- Heavy Commercial

**Industrial**

- Light Industrial
- General Industrial and Extractive

Parcels in 600-ft buffer (required State)

Parcels in 600-ft buffer (proposed County)

LADWP

Public Lands and Tribal Lands

N

The school in Tecopa is currently closed

## Tecopa

### Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities Based on Proposed County Regulations

Parcels *eligible after State and County (proposed) 600-ft buffers applied									
Business License Type	Activity	RR	OS	CB	C1	C2	C4	M2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>109</b>	x	x	x	x	x	x	x
	less than 10,000sq.ft	<b>58</b>	x	x	x	x	x		<b>1</b>
	25% of total parcel or less	<b>1</b>	x	x	x	x	x	x	x
	All cultivation types	x	<b>6</b>	x	x	x	x	x	<b>1</b>
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x			<b>1</b>
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	<b>1</b>
Testing - (Type 8)	Laboratories	x	x	x	x	x			<b>1</b>
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	<b>10</b>	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	<b>10</b>	x	x	<b>1</b>
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	<b>10</b>	x	x	<b>1</b>
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

*Eligible Parcels if . . .		No County Buffers			
Business License Type	Activity	RR	OS	C2	M1
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>111</b>	x	x	x
	less than 10,000sq.ft	<b>60</b>	x	x	x
	25% of total parcel or less	<b>NC</b>	x	x	x
	All cultivation types	x	<b>9</b>	x	<b>NC</b>
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	<b>NC</b>
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	<b>NC</b>
Testing - (Type 8)	Laboratories	x	x	x	<b>NC</b>
Retailer - (Type 10)	Sales and delivery of projects	x	x	<b>11</b>	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	<b>11</b>	<b>NC</b>
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	<b>11</b>	<b>NC</b>
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff					

KEY
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# West Bishop





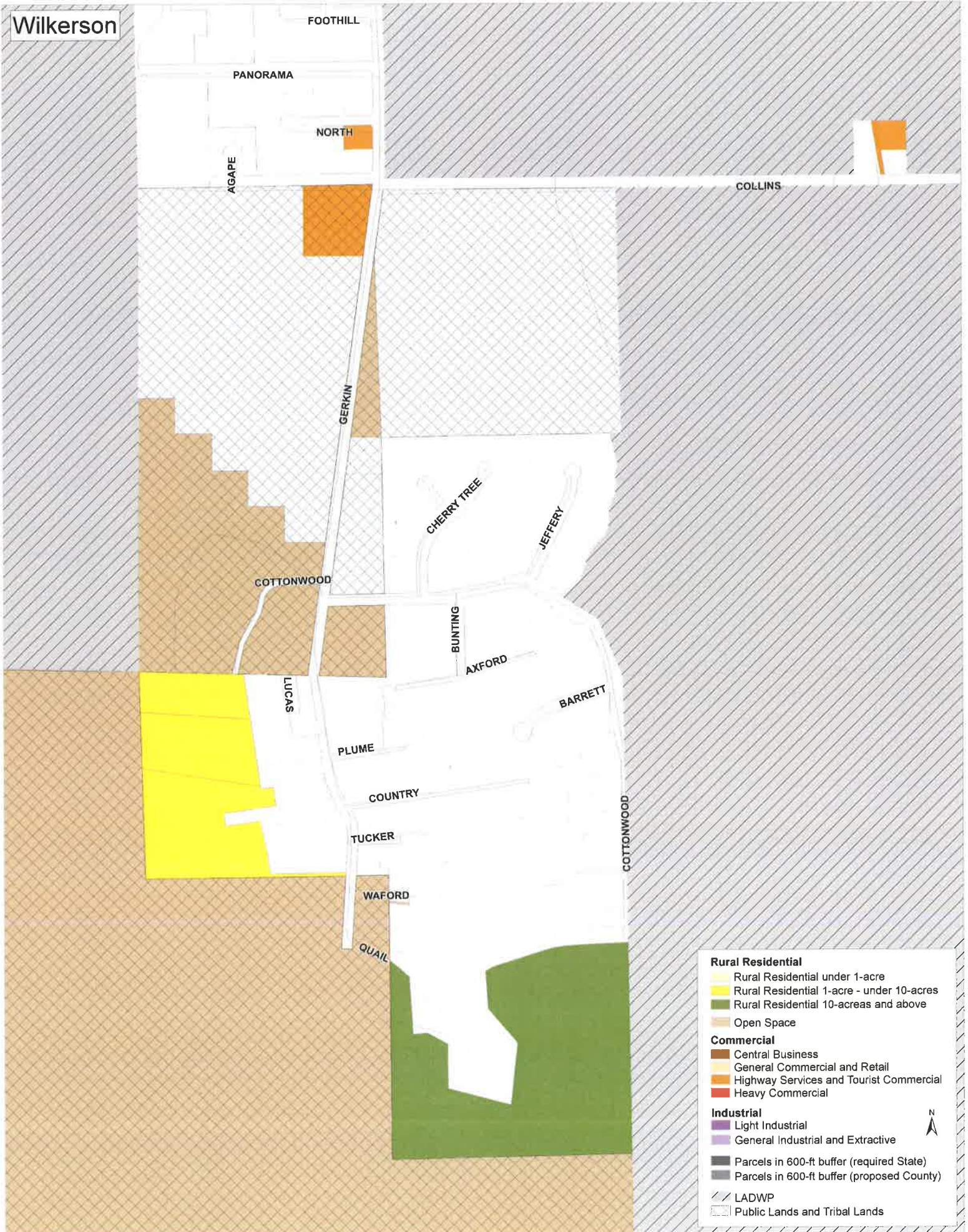
**West Bishop**  
**Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities**  
**Based on Proposed County Regulations**

<b>Parcels *eligible after State and County (proposed) 600-ft buffers applied</b>									
<b>Business License Type</b>	<b>Activity</b>	<b>RR</b>	<b>OS</b>	<b>CB</b>	<b>C1</b>	<b>C2</b>	<b>C4</b>	<b>M2</b>	<b>M1</b>
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>8</b>	X	X	X	X	X	X	X
	less than 10,000sq.ft	<b>6</b>	X	X	X	X	X	X	X
	25% of total parcel or less	X	X	X	X	X	X	X	X
	All cultivation types	X	<b>1</b>	X	X	X	X	X	X
Manufacturing - (Type 6)	Using non-volatile solvents	X	X	X	X	X	X	X	X
Manufacturing - (Type 7)	Using volatile solvents	X	X	X	X	X	X	X	X
Testing - (Type 8)	Laboratories	X	X	X	X	X	X	X	X
Retailer - (Type 10)	Sales and delivery of projects	X	X	X	<b>1</b>	<b>2</b>	X	X	X
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	X	X	X	<b>1</b>	<b>2</b>	X	X	X
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	X	X	X	<b>1</b>	<b>2</b>	X	X	X
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**West Bishop appears to have no parcels affected by proposed County Buffers**

<b>KEY</b>
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# Wilkerson



**Wilkerson**

**Approximate Number of Parcels Eligible for Conditionally-Approved Commercial Cannabis Activities  
Based on Proposed County Regulations**

<b>Parcels *eligible after State and County (proposed) 600-ft buffers applied</b>									
<b>Business License Type</b>	<b>Activity</b>	<b>RR</b>	<b>OS</b>	<b>CB</b>	<b>C1</b>	<b>C2</b>	<b>C4</b>	<b>M2</b>	<b>M1</b>
Cultivation - by allowed canopy size	5,000sq.ft or less	<b>4</b>	x	x	x	x	x	x	x
	less than 10,000sq.ft	<b>4</b>	x	x	x	x	x	x	x
	25% of total parcel or less	<b>1</b>	x	x	x	x	x	x	x
	All cultivation types	x	x	x	x	x	x	x	x
Manufacturing - (Type 6)	Using non-volatile solvents	x	x	x	x	x	x	x	x
Manufacturing - (Type 7)	Using volatile solvents	x	x	x	x	x	x	x	x
Testing - (Type 8)	Laboratories	x	x	x	x	x	x	x	x
Retailer - (Type 10)	Sales and delivery of projects	x	x	x	x	<b>2</b>	x	x	x
Distributor - (Type 11)	Distribution of marijuana &cannabis and marijuana & cannabis products	x	x	x	x	<b>2</b>	x	x	x
Microbusiness - (Type 12)	Cultivation less than 10,000sqft, distributor, Level 1 manufacturing and/or retailer.	x	x	x	x	<b>2</b>	x	x	x
*Most eligible parcels qualify for multiple licenses types, for questions regarding parcel counts or specific parcels please ask staff									

**Wilkerson appears to have no parcels affected by proposed County Buffers**

<b>KEY</b>
RR - Rural Residential
OS - Open Space
CB - Central Business
C1 - General Commercial and Retail
C2 - Highway Services and Tourist Commercial
C4 - Heavy Commercial
M2 - Light Industrial
M1 - General Industrial and Extractive
NC = No Change

# **Attachments**

**2 & 3**

**Attachments 2 and 3**  
**An Ordinance to Inyo County Code Title 18 adding regulations for the orderly  
development of commercial cannabis activities & Title 18 with proposed cannabis  
regulation in redline**

Staff used what was learned from the thirteen community workshops, examples from other jurisdictions, comments from County departments and suggestions from the consultant group HdL to develop the attached DRAFT ordinance.

The sections of Title 18 with proposed changes include:

- 18.06 Definitions: 030; 161; 162; 163; 181; 182
- 18.12 Open Space: 040 Conditional Uses (N)
- 18.21 Rural Residential: 040 Conditional Uses (H); (I); (J)
- 18.44 Central Business: 030 Conditional Uses (H); (I); (J)
- 18.45 General Commercial and Retail: 030 Conditional Uses (K); (L); (M)
- 18.48 Highway Services and Tourist Commercial: 030 Conditional Uses (L); (M); (N)
- 18.49 Heavy Commercial: 040 (K); (L); (M); (N)
- 18.56 Light Industrial: 040 (G); (H); (I); (J); (K)
- 18.57 General Industrial and Extractive: 040 (G); (H); (I); (J); (K); (L)
- 18.78 General Regulations: 360 (A); (B); (C); (D); (F)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 18.06.030, ADDING SECTIONS, 18.06.161, 18.06.162, 18.06.163, 18.06.181, 18.06.182, 18.12.040, 18.21.040, 18.44.030, 18.45.030, 18.48.030, 18.49.040, 18.56.040, 18.57.040, 18.78.360, and 18.78.130 OF THE INYO COUNTY CODE.

The Board of Supervisors of the County of Inyo ordains as follows:

**SECTION ONE. Purpose/Authority.**

The purpose of this ordinance is to add and amend sections to the County Zoning Ordinance, set forth in Title 18 of the Inyo County Code, to allow for the orderly development of commercial cannabis activities, while protecting the health, safety and welfare of Inyo County citizens, in the Open Space, Rural Residential, Central Business, General Commercial and Retail, Highway Services and Tourist Commercial, Heavy Commercial, Light Industrial and General Industrial and Extractive Zones and to add standards guiding commercial cannabis activities to be consistent with both California law and the goals of the Inyo County General Plan ED-4 and AG-1.2. This ordinance is enacted pursuant to the authority given this Board of Supervisors by the California Planning and Zoning Law, set forth in Government Code 65000 et seq., which authorizes a county to enact ordinances governing the uses of land within its jurisdiction.

**SECTION TWO.** Section 18.06.30 of the Inyo County Code Agriculture is amended in its entirety to read as follows:

**“18.06.030 Agriculture.**

"Agriculture" means the tilling of soil, the raising of crops, horticulture, small livestock farming, dairying or animal husbandry, including all uses customarily incidental thereto but not including cannabis cultivation, slaughterhouses, fertilizer works, bone yards or plants for the reduction of animal matter or any other industrial or agricultural use which is determined by the Planning Commission to be similarly objectionable because of noise, odor, smoke, dust or fumes.”

**SECTION THREE.** Chapter 18.06 of the Inyo County Code is amended to add section 161 as follows:

**“18.06.161 Cannabis.**

“Cannabis " means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include (a) industrial hemp, as defined in Section 11018.5 of the California Health and Safety Code as may be amended; or (b) The weight of any other ingredient

combined with cannabis to prepare topical or oral administrations, food, drink, or other product.”

**SECTION FOUR.** Chapter 18.06 of the Inyo County Code is amended to add section 162 as follows:

**“18.06.162 Cannabis Accessories.**

“Cannabis accessories” means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body.

**SECTION FIVE.** Chapter 18.06 of the Inyo County Code is amended to add section 163 as follows:

**“18.06.163 Cannabis Products.**

“Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.”

**SECTION SIX.** Chapter 18.06 of the Inyo County Code is amended to add section 181 as follows:

**“18.06.181 Commercial Cannabis Activity.**

“Commercial cannabis activity” means any commercial business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the County, whether or not carried on for gain or profit.”

**SECTION SEVEN.** Chapter 18.06 of the Inyo County Code is amended to add section 182 as follows:

**“18.06.182 Commercial Cannabis Conditional Use Permit Classification.**

Commercial cannabis conditional use permits potentially available under this Title 18 shall, at a minimum, be as follows:

- A. Cultivation Permit for commercial activity involving activity involving the planning, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- B. Type 6, "Manufacturing Level 1," for sites that manufacture cannabis products using nonvolatile solvents, or no solvents.
- C. Type 7, Manufacturing Level 2, "for sites that manufacture cannabis products using volatile solvents.
- D. Type 8, Testing Laboratory.
- E. Type 10, “Retailer,” for the retail sale and delivery of marijuana cannabis or marijuana cannabis products to customers.

- F. Type 11, "Distributor " for the distribution of marijuana cannabis and marijuana cannabis products.
- G. Type 12, "Microbusiness" for the cultivation of marijuana on an area less than 10,000 square feet and to act as a licensed distributor, Level 1 manufacturer, and/or retailer.”

**SECTION EIGHT.** Section 18.12.040 of the Inyo County Code is amended to add a new subsection as follows:

“N. Commercial cannabis cultivation which shall be at least five feet separated from any side or rear lot line, shall not be conducted within the applicable front yard setback, and shall comply with otherwise applicable yard requirements.

**SECTION NINE.** Section 18.21.040 of the Inyo County Code is amended to add new subsections as follows:

“H. Commercial cannabis cultivation less than or equal to 5,000 square feet inclusive, of total canopy size on one parcel. Such cultivation shall be separated by at least one hundred (100) feet from any dwelling unit existing on another parcel, and shall comply with otherwise applicable yard requirements;

I. Commercial cannabis cultivation, on parcels equal to or greater than one (1) acre, less than 10,000 square feet, inclusive, of total canopy size on one parcel. Such cultivation shall be separated by at least one hundred (100) feet from any dwelling unit existing on another parcel, and shall comply with otherwise applicable yard requirements;

J. Commercial cannabis cultivation, on parcels greater than ten (10) acres, so long as the total canopy size, inclusive, is no greater than twenty five percent (25%) of the lot area. Such cultivation shall be separated by at least one hundred (100) feet from any dwelling unit existing on another parcel, and shall comply with otherwise applicable yard requirements.”

**SECTION TEN.** Section 18.44.030 of the Inyo County Code is amended to add new subsections as follows:

“H. Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10;

I. Commercial cannabis distributor pursuant to commercial cannabis license classification 11;

J. Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12.”

**SECTION ELEVEN.** Section 18.45.030 of the Inyo County Code is amended to add new subsections as follows:

“K. Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10;

L. Commercial cannabis distributor pursuant to commercial cannabis license classification 11;

M. Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12.”



**SECTION TWELVE.** Section 18.48.030 of the Inyo County Code is amended to add new subsections as follows:

- “L. Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10;
- M. Commercial cannabis distributor pursuant to commercial cannabis license classification 11;
- N. Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12.”

**SECTION THIRTEEN.** Section 18.49.040 of the Inyo County Code is amended to add new subsections as follows:

- “K. Non-volatile cannabis manufacturing pursuant to commercial cannabis license classification 6;
- L. Commercial cannabis transportation or distribution facilities pursuant to commercial cannabis license classification 11;
- M. Commercial cannabis testing facilities pursuant to commercial cannabis license classification 8;
- N. Cannabis microbusinesses pursuant to pursuant to commercial cannabis license classification 12.”

**SECTION FOURTEEN.** Section 18.56.040 of the Inyo County Code is amended to add new subsections as follows:

- “G. Commercial cannabis cultivation up to 10,000 square feet inclusive, of total canopy size on one premise;
- H. Non-volatile commercial cannabis manufacturing pursuant to commercial cannabis license classification 6;
- I. Commercial cannabis transportation or distribution facilities pursuant to commercial cannabis license classification 11;
- J. Commercial cannabis testing facilities pursuant to commercial cannabis license classification 8;
- K. Cannabis microbusinesses pursuant to pursuant to commercial cannabis license classification 12.”

**SECTION FIFTEEN.** Section 18.57.040 of the Inyo County Code is amended to add new subsections as follows:

- “G. Commercial cannabis cultivation;
- H. Non-volatile commercial cannabis manufacturing pursuant to commercial cannabis license classification 6;
- I. Volatile commercial cannabis manufacturing pursuant to commercial cannabis license classification 7;
- J. Commercial cannabis transportation or distribution facilities pursuant to commercial cannabis license classification 11;
- K. Commercial cannabis testing facilities pursuant to commercial cannabis license classification 8;
- L. Cannabis microbusinesses pursuant to pursuant to commercial cannabis license classification 12.”

**SECTION SIXTEEN.** Chapter 18.78 of the Inyo County Code is amended to add subsection 360 as follows:

**“18.78.360 Commercial Cannabis.**

A. Conditional use permits are required in all instances of land use involving commercial cannabis activities. Issuance of any conditional use permit for commercial cannabis activities shall be contingent upon the commercial cannabis activity being conducted in compliance with all applicable State and local laws, including but not limited to Inyo County Code Chapters 3.50 (taxes) and 5.40 (business license). The business license required by Chapter 5.40 shall be obtained prior to the planning commission holding a hearing on an application for a conditional use permit pursuant to this section.

B. Conditional use permits for commercial cannabis activities are potentially available as follows:

1. Cultivation - in the Open Space, Rural Residential, Heavy Industrial and Extractive, and Light Industrial zones;
2. Manufacturer Level 1 - in the Heavy Commercial, Light Industrial and Heavy Industrial and Extractive zones;
3. Manufacturer Level 2 - in the General Industrial and Extractive zone;
4. Retailer - in the Central Business, General Commercial and Retail, Highway Service and Tourist Commercial; Distributor – in the Heavy Commercial, General Industrial and Extractive and Light Industrial zones; and,
5. Microbusiness – in the Heavy Commercial, General Industrial and Extractive and Light Industrial zones so long as the authorized microbusiness does not otherwise expand the types of land uses within said zones.

C. Consistent with California Business and Professions Code section 26054(b), no commercial cannabis activities shall be conditionally permitted on a parcel within a 600-foot radius of a park or library in existence at the time the conditional use permit application is deemed complete by the Inyo County Planning Department. This section shall not include the area commonly known as “Laws”, provided that any cultivation in Laws shall be indoors and subject to odor mitigation requirements.

D. Consistent with California Health and Safety Code section 11362.3, no conditional use permit authorizing the smoking of cannabis or cannabis products shall be issued for a parcel within 1000 feet of a park or library while children are present at any such facility.

E. Additional conditions beyond the minimum standards may be required to mitigate potential impacts identified in the County’s consideration of an application for a conditional use permit for commercial cannabis activity, including, but not limited to, measures to eliminate unnatural light pollution and odors.

F. In addition to any requirements set forth in Inyo County Code Chapter 18.81, notice shall be provided to all properties located within 1,000-feet of the property the commercial cannabis activity is proposed on.”

**SECTION SEVENTEEN.**

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

**SECTION EIGHTEEN.** Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this \_\_\_\_\_, by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Dan Totheroh, Vice Chairperson

ATTEST: Kevin Carrunchio  
Clerk to the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant

**Title 18  
ZONING**

**Chapters:**

- 18.03 General Provisions**
- 18.06 Definitions**
- 18.12 OS Districts - Open Space**
- 18.21 RR Districts - Rural Residential**
- 18.22 RR - 0.5 Districts - Rural Residential Starlite Estates**
- 18.27 Residential Districts General Regulations**
- 18.30 R - 1 Districts - One Family Residences**
- 18.33 R - 2 Districts - Multiple Residential**
- 18.34 R - 3 Districts - Multiple Residential**
- 18.36 RMH Districts - Single Residence or Mobilehome Combined**
- 18.42 Commercial Districts General Regulations**
- 18.44 CB Districts - Central Business**
- 18.45 C - 1 Districts - General Commercial and Retail**
- 18.48 C - 2 Districts - Highway Services and Tourist Commercial**
- 18.49 C - 4 Districts - Heavy Commercial**
- 18.51 C - 3 Districts - Administrative and Professional Offices**
- 18.54 C - 5 Districts - Commercial Recreation**
- 18.56 M - 2 Districts - Light Industrial**
- 18.57 M - 1 Districts - General Industrial and Extractive**
- 18.61 MH Districts - Mobilehome Overlay**
- 18.62 AH Districts - Airport Hazard Overlay**
- 18.63 PP Districts - Precise Plan Overlay**
- 18.64 SAHO Districts - Snow Avalanche Hazard Overlay**
- 18.65 DB Districts - Density Bonus Overlay**
- 18.66 PUD Districts - Planned Unit Developments**
- 18.69 D Districts-Architectural Design Control**
- 18.72 P Districts - Public**
- 18.75 Signs**
- 18.76 Regulation of Wireless Communications Facilities**
- 18.77 Regulation of Water Transfers Undertaken Pursuant to Water Code Section 1810, Sales of Surface Water or Groundwater by the City of Los Angeles, and the Transfer or Transport of Water From Groundwater Basins Located in Whole or in Part within the Boundaries of Inyo County**
- 18.78 General Regulations**
- 18.81 Procedures - Enforcement**

**Chapter 18.03**  
**GENERAL PROVISIONS**

**Sections:**

- 18.03.010 Short title.**
- 18.03.020 Purpose and intent.**
- 18.03.030 Provision for continuity.**
- 18.03.040 Interpretation.**
- 18.03.050 Districts--Generally.**
- 18.03.060 Districts--Enumerated.**
- 18.03.070 Zoning map--Generally.**
- 18.03.080 Zoning map--Division.**
- 18.03.090 Zoning map--Boundary uncertainty.**
- 18.03.100 Rules of application.**

**18.03.010 Short title.**

This title shall be known as the "Zoning Ordinance of the County of Inyo, California."

**18.03.020 Purpose and intent.**

Because of California Statutes it is necessary for this title, to be in accordance with the County's general plan. This title is the expression of public policy so that all future development can be regulated to:

- A. Lessen congestion in the streets;
- B. Secure safety from fire, panic, and other danger;
- C. Promote health and the general welfare;
- D. Provide adequate light and air;
- E. Prevent the overcrowding of land;
- F. Avoid undue concentration of population;
- G. Facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements.

**18.03.030 Provision for continuity.**

The provisions of this title, to the extent that they are substantially the same as those in effect prior to its adoption, shall be construed as restatements and continuations thereof and not as new enactments.

**18.03.040 Interpretation.**

The provisions of this title shall be held to the minimum requirements. Nothing in this title shall repeal or amend any ordinance requiring a permit or license to cover any business activity. These regulations are not intended to impair or interfere with any existing easement, covenant or other agreement between parties; provided, however, that where this title imposes a greater restriction upon any use or upon the height or bulk of a building or structure, or requires larger building sites, yards or other open spaces than are imposed or required by any other law, ordinance, covenant or easement, than the provisions of this title shall control.

**18.03.050 Districts--Generally.**

The territory of Inyo County lying outside the jurisdiction of incorporated cities is divided into parts, designated as districts, within each of which certain uses of land and buildings are permitted and certain others are restricted or prohibited, and within which certain combinations of regulations are applied with reference to building site dimensions, yards, and other matters, all as set forth in this title.

**18.03.060 Districts--Enumerated.**

There are the following districts, designated by the symbol shown opposite each in the listing contained in this section:

- OS, open space.
- RI, one family residential.

- R2, multi-family residential.
- R3, multiple residential.
- RR, rural residential.
- RR - 0.5 - Starlite Zone.
- RMH, single residence and mobilehome combined.
- CB, Central Business
- CI, general commercial-retail.
- C2, highway services and tourist commercial.
- C3, administrative-professional offices.
- C4, heavy commercial.
- C5, commercial recreation.
- M1, general industrial and extractive.
- M2, light industrial.
- MH, mobilehome overlay.
- AH, airport hazard overlay.
- PP, precise plan overlay.
- PUD, planned unit development.
- D, architectural design review board overlay.
- P, public.
- SAHO, snow avalanche hazard overlay.
- DB, density bonus overlay.

**18.03.070 Zoning map-Generally.**

The districts established and the boundaries of such districts are shown upon the map entitled "Zoning Map of the County of Inyo," adopted by the County Supervisors. The map shall be on file in the office of the County Clerk or the Planning Department, and all notations, references and other information shown thereon shall be as much a part of this title as if fully described herein.

**18.03.080 Zoning map--Division.**

The zoning map may for convenience be divided into parts, and such parts may be separately employed for the purpose of amending the map or for any official reference thereto.

**18.03.090 Zoning map--Boundary uncertainty.**

Wherever any uncertainty exists as to the boundary of any district as shown on the zoning map, the County Supervisors, upon written application, or upon its own motion, shall determine the location of said boundary.

**18.03.100 Rules of application.**

No building or structure shall be erected, reconstructed or structurally altered or enlarged, nor shall any building, structure or land be used for any purpose except as specifically provided in this title and allowed in the district in which such building, structure or land is located. No lot shall be reduced in area in relation to any building or structure existing thereon so as to be smaller than required by these regulations, and if already less, the deficient dimension or area shall not be further reduced. Every Department, official and employee of the County having the authority to issue any permit or license required by law shall comply with the provisions of this title. Any license or permit issued in conflict with the provisions of this title shall be void and of no effect.

**Chapter 18.06  
DEFINITIONS**

**Sections:**

- 18.06.010 Definitions generally.**
- 18.06.020 Accessory building.**

18.06.025	Accessory use.
18.06.030	Agriculture.
18.06.035	Airport.
18.06.040	Airport elevation.
18.06.045	Airport hazard.
18.06.050	Airport Land Use Commission.
18.06.055	Alley.
18.06.060	Apartment.
18.06.065	Apartment house.
18.06.070	Aquifer.
18.06.075	Aquifer Recharge Area.
18.06.080	Automobile and recreational vehicle sales area.
18.06.085	Automotive wrecking.
18.06.090	Awnings and canopies.
18.06.095	Basement or cellar.
18.06.100	Banner, flag or pennant.
18.06.105	Bed and Breakfast Inn.
18.06.110	Billboard.
18.06.115	Block.
18.06.120	Boardinghouse.
18.06.125	Borrow Pits.
18.06.130	Breezeway.
18.06.135	Building.
18.06.140	Building Frontage
18.06.145	Building height.
18.06.150	Building site.
18.06.155	Bus or transit shelter.
18.06.160	Business frontage.
<u>18.06.161</u>	<u>Cannabis</u>
<u>18.06.162</u>	<u>Cannabis Accessories</u>
<u>18.06.163</u>	<u>Cannabis Products</u>
18.06.165	Carport.
18.06.170	Cemetery.
18.06.175	Centerline.
18.06.180	Child Care Facility.
<u>18.06.181</u>	<u>Commercial Cannabis Activity</u>
<u>18.06.182</u>	<u>Commercial Cannabis Conditional Use Permit Classification</u>
18.06.185	Conditional Use
18.06.190	Condominium.
18.06.195	Copy.
18.06.200	Court.
18.06.205	Dairy.
18.06.210	Dwelling unit.
18.06.215	Edge of roof.
18.06.220	Emergency Shelter.
18.06.225	Employee housing.
18.06.230	External Illumination
18.06.235	Fence.

<b>18.06.236</b>	<b>Floor Area Ratio.</b>
<b>18.06.240</b>	<b>Garage, private.</b>
<b>18.06.245</b>	<b>Grand Opening.</b>
<b>18.06.250</b>	<b>Guest house.</b>
<b>18.06.255</b>	<b>Hedge.</b>
<b>18.06.260</b>	<b>Height.</b>
<b>18.06.265</b>	<b>Home Occupation.</b>
<b>18.06.270</b>	<b>Hospital.</b>
<b>18.06.275</b>	<b>Hotel.</b>
<b>18.06.280</b>	<b>Illuminated.</b>
<b>18.06.285</b>	<b>Inflatable device.</b>
<b>18.06.290</b>	<b>Informational kiosks and directory boards.</b>
<b>18.06.295</b>	<b>Junk.</b>
<b>18.06.300</b>	<b>Junkyard.</b>
<b>18.06.305</b>	<b>Kennel.</b>
<b>18.06.310</b>	<b>Kitchen.</b>
<b>18.06.315</b>	<b>Landing area.</b>
<b>18.06.320</b>	<b>Living area.</b>
<b>18.06.325</b>	<b>Loading space.</b>
<b>18.06.330</b>	<b>Lot.</b>
<b>18.06.335</b>	<b>Lot, corner.</b>
<b>18.06.340</b>	<b>Lot, key.</b>
<b>18.06.345</b>	<b>Lot line.</b>
<b>18.06.350</b>	<b>Lot, through.</b>
<b>18.06.355</b>	<b>Lot width.</b>
<b>18.06.360</b>	<b>Main building.</b>
<b>18.06.365</b>	<b>Massage Parlor.</b>
<b>18.06.370</b>	<b>Minerals.</b>
<b>18.06.375</b>	<b>Mined Lands.</b>
<b>18.06.380</b>	<b>Mining.</b>
<b>18.06.385</b>	<b>Mobilehome.</b>
<b>18.06.390</b>	<b>Mobilehome park.</b>
<b>18.06.395</b>	<b>Mobilehome sales area.</b>
<b>18.06.400</b>	<b>Motel.</b>
<b>18.06.405</b>	<b>Multiple dwelling.</b>
<b>18.06.410</b>	<b>Multiple tenant building.</b>
<b>18.06.415</b>	<b>Nameplate.</b>
<b>18.06.420</b>	<b>Nonconforming.</b>
<b>18.06.425</b>	<b>One family dwelling.</b>
<b>18.06.430</b>	<b>Parking lot.</b>
<b>18.06.435</b>	<b>Parking space, automobile.</b>
<b>18.06.440</b>	<b>Person.</b>
<b>18.06.445</b>	<b>Planned recreational areas.</b>
<b>18.06.450</b>	<b>Principal use.</b>
<b>18.06.455</b>	<b>Property frontage.</b>
<b>18.06.460</b>	<b>Recreational Vehicle.</b>
<b>18.06.465</b>	<b>Recreational Vehicle Park.</b>
<b>18.06.470</b>	<b>Rest home.</b>



<b>18.06.475</b>	<b>Runway.</b>
<b>18.06.480</b>	<b>Sale or lease sign.</b>
<b>18.06.485</b>	<b>Salvage yard.</b>
<b>18.06.490</b>	<b>Schools, elementary and high.</b>
<b>18.06.495</b>	<b>Second dwelling unit.</b>
<b>18.06.500</b>	<b>Sign.</b>
<b>18.06.505</b>	<b>Sign, abandoned.</b>
<b>18.06.510</b>	<b>Sign alteration.</b>
<b>18.06.515</b>	<b>Sign, animated or moving.</b>
<b>18.06.520</b>	<b>Sign area.</b>
<b>18.06.525</b>	<b>Sign, awning or canopy.</b>
<b>18.06.530</b>	<b>Sign, blade/bracket.</b>
<b>18.06.535</b>	<b>Sign, business identification.</b>
<b>18.06.540</b>	<b>Sign, cabinet (can sign).</b>
<b>18.06.545</b>	<b>Sign, changeable copy.</b>
<b>18.06.550</b>	<b>Sign, channel letter.</b>
<b>18.06.555</b>	<b>Sign, civic event.</b>
<b>18.06.560</b>	<b>Sign, combination.</b>
<b>18.06.565</b>	<b>Sign, community and historical.</b>
<b>18.06.570</b>	<b>Sign, contractor or construction.</b>
<b>18.06.575</b>	<b>Sign, convenience.</b>
<b>18.06.580</b>	<b>Sign, directory.</b>
<b>18.06.585</b>	<b>Sign, double-faced.</b>
<b>18.06.590</b>	<b>Sign, electronic reader board or electronic graphics.</b>
<b>18.06.595</b>	<b>Sign, flashing.</b>
<b>18.06.600</b>	<b>Sign, freestanding bracket.</b>
<b>18.06.605</b>	<b>Sign, future tenant identification.</b>
<b>18.06.610</b>	<b>Sign, governmental.</b>
<b>18.06.615</b>	<b>Sign, height.</b>
<b>18.06.620</b>	<b>Sign, illegal.</b>
<b>18.06.625</b>	<b>Sign, internally illuminated.</b>
<b>18.06.630</b>	<b>Sign, memorial.</b>
<b>18.06.635</b>	<b>Sign, monument.</b>
<b>18.06.640</b>	<b>Sign, neon.</b>
<b>18.06.645</b>	<b>Sign, nonconforming.</b>
<b>18.06.650</b>	<b>Sign, off-site directional.</b>
<b>18.06.655</b>	<b>Sign, off-site advertising.</b>
<b>18.06.660</b>	<b>Sign, permanent.</b>
<b>18.06.665</b>	<b>Sign, pole (pylon or free-standing sign).</b>
<b>18.06.670</b>	<b>Sign, political.</b>
<b>18.06.675</b>	<b>Sign, portable.</b>
<b>18.06.680</b>	<b>Sign, projecting.</b>
<b>18.06.685</b>	<b>Sign, promotional.</b>
<b>18.06.690</b>	<b>Sign, real estate.</b>
<b>18.06.695</b>	<b>Sign, rider.</b>
<b>18.06.700</b>	<b>Sign, roof.</b>
<b>18.06.705</b>	<b>Sign, special event/banner.</b>
<b>18.06.710</b>	<b>Sign, tall wall.</b>

18.06.715	Sign, temporary.
18.06.720	Sign, temporary political.
18.06.725	Sign, three-dimensional.
18.06.730	Sign, time and temperature.
18.06.735	Sign, vehicle.
18.06.740	Sign, wall
18.06.745	Sign, window.
18.06.750	Stable, private.
18.06.755	Stable, public.
18.06.760	Street.
18.06.765	Street line.
18.06.770	Structural alterations.
18.06.775	Structure.
18.06.780	Transitional housing.
18.06.785	Truck stop
18.06.790	Truck terminal
18.06.795	Use.
18.06.800	Window area.
18.06.805	Yard.
18.06.810	Yard, front.
18.06.815	Yard, rear.
18.06.820	Yard, side.

**18.06.010 Definitions generally.**

For the purposes of this title, the following terms shall be deemed to have the meaning ascribed to them, and to have the standards and include the elements and features, set forth in Sections 18.06.020 – 18.06.825.

**18.06.020 Accessory building.**

"Accessory building" means a building which is subordinate to, and the use of which is incidental to, that of the main building or the principal use on the same lot.

**18.06.025 Accessory use.**

"Accessory use" means a use incidental and subordinate to the principal use of the premises, which does not alter the characteristics of the use considered as a whole and as related to other uses permitted in the same district.

**18.06.030 Agriculture.**

"Agriculture" means the tilling of soil, the raising of crops, horticulture, small livestock farming, dairying or animal husbandry, including all uses customarily incidental thereto but not including cannabis cultivation, slaughterhouses, fertilizer works, bone yards or plants for the reduction of animal matter or any other industrial or agricultural use which is determined by the Planning Commission to be similarly objectionable because of noise, odor, smoke, dust or fumes.

**18.06.035 Airport.**

"Airport" includes heliport and means any area of land or water designated and set aside for the landing and takeoff of aircraft and utilized or to be utilized in the interest of the public for such purpose. Military airports are excluded from this definition.

**18.06.040 Airport elevation.**

"Airport elevation" means the highest point of an airport's usable or designated runway as established by the County surveyor.

**18.06.045 Airport hazard.**

"Airport hazard" means any structure, tree, or use of land which obstructs the airspace required for the flight of aircraft in landing and takeoff at an airport, or which otherwise constitutes a hazard to air navigation.

**18.06.050 Airport Land Use Commission.**

"Airport Land Use Commission" means the County Planning Commission and two at large members with aviation expertise appointed by the Board of Supervisors.

**18.06.055 Alley.**

"Alley" means a public thoroughfare, for the use of pedestrians and/or vehicles, which affords only a secondary means of access to the abutting property.

**18.06.060 Apartment.**

"Apartment" means a room, suite of rooms in a multiple dwelling, or a room above a detached garage with separate cooking facilities, designed for, intended for, suitable as a residence for, and/or occupied by one family.

**18.06.065 Apartment house.**

For a definition of "apartment house," see "multiple dwelling," Section 18.06.410.

**18.06.070 Aquifer**

A geological unit of stratified drift capable of yielding usable amounts of water.

**18.06.075 Aquifer recharge area**

An area that has soils and geological features that are conducive to allowing significant amounts of surface water to percolate into groundwater.

**18.06.080 Automobile and recreational vehicle sales area.**

"Automobile and recreational vehicle sales area" means an open area used for the display, sale or rental of new or used automobiles or recreational vehicles and where repair work is limited to minor incidental repair of automobiles or recreational vehicles to be displayed, rented or sold on premises.

**18.06.085 Automobile wrecking.**

"Automobile wrecking" means the dismantling or wrecking of used motor vehicles or recreational vehicles, or the storage, sale, or dumping of dismantled or partially dismantled, obsolete or wrecked vehicles or their parts.

**18.06.090 Awnings and canopies.**

"Awnings" and "canopies" are roof-like covers that project from the wall of a building for the purpose of shielding a doorway or window from the elements.

**18.06.095 Basement or cellar.**

"Basement" or "cellar" means a story partly or wholly underground and having more than one-half of its height below the average level of the adjoining ground. A basement, when designed for, or occupied by dwellings, business or manufacturing, shall be considered a story.

**18.06.100 Banner, flag, or pennant.**

"Banner", "flag", or "pennant" means any cloth, bunting, plastic, paper, or similar nonrigid material used for advertising purposes attached to any structure, staff, pole, line, framing, or vehicle, not including official flags of the United States, the State of California, and other states of the nation, counties, municipalities, official flags of foreign nations and nationally or internationally recognized organizations.

**18.06.105 Bed and breakfast**

A house, or portion thereof, where short-term lodging rooms and meals are provided. The operator of the inn shall live on the premises or in adjacent premises.

**18.06.110 Billboard.**

"Billboard" means a sign in excess of 50 square feet of sign area that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.

**18.06.115 Block.**

"Block" means the property abutting on one side of a street between two nearest intersecting streets, railroad right-of-way or other natural barrier; provided, however, that where a street curves so that any two curves thereof from an angle of one hundred twenty degrees or less measured on the lot side, each curve shall be construed as an intersecting street.

**18.06.120 Boardinghouse.**

"Boardinghouse" means a building other than a hotel or restaurant, where meals or lodging or both meals and lodging are provided for compensation for four or more persons. "Boardinghouse" does not include such uses as rest home, convalescent home or home for the aged.

**18.06.125 Borrow pits**

Excavations created by the surface mining of rock, unconsolidated geologic deposits or soil to provide material (borrow) for fill elsewhere.

**18.06.130 Breezeway**

A covered or "roofed" area between structures, usually open at two ends.

**18.06.135 Building.**

"Building" means any structure built for the support, shelter or enclosure of persons, animals, fowls, chattels or property of any kind.

**18.06.140 Building frontage.**

"Building frontage" means that building elevation that fronts on a public street where customer access to the building is available.

**18.06.145 Building height.**

"Building height" means the vertical distance from the average finished ground level of the site to the highest point of the structure.

**18.06.150 Building site.**

"Building site" means the land area, consisting of one or more lots or parcels of land under common ownership or control, to be considered as the unit of land occupied by a main building or buildings and accessory buildings, or by a principal use and uses accessory thereto, together with all the yards, parking spaces and other open spaces required by this title.

**18.06.155 Bus or transit shelter.**

A small structure designed for the protection and convenience of waiting transit passengers that has a roof and usually two or three sides.

**18.06.160 Business frontage.**

That portion of a building frontage occupied by a single tenant space having a public entrance within the building frontage. For businesses located on the interior of a building without building frontage, the building elevation providing customer access shall be considered the business frontage.

**18.06.161 Cannabis.**

"Cannabis" means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include (a) industrial hemp, as defined in Section 11018.5 of the California Health and Safety Code as may be amended; or (b) The weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product.

**18.06.162 Cannabis Accessories.**

"Cannabis accessories" means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body.

**18.06.063 Cannabis Products.**

"Cannabis products" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

**18.06.165 Carport.**

"Carport" means a permanent roofed structure with no more than two enclosed sides used or intended to be used for automobile shelter and storage.

**18.06.170 Cemetery.**

"Cemetery" means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematoriums, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

**18.06.175 Centerline.**

The "centerline" of a street as referred to in this title means the right-of-way centerline as established by the County surveyor, by the California Department of Transportation, or if no such centerline has been established and in any case in which the foregoing definition is not applicable, the Planning Commission shall designate the centerline.

**18.06.180 Child care facility**

A building, structure or private residence where care, protection and supervision are provided, on a regular schedule to at least seven children, including children of the adult provider.

**18.06.181 Commercial Cannabis Activity.**

"Commercial cannabis activity" means any commercial business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the County, whether or not carried on for gain or profit.

**18.06.182 Commercial Cannabis Conditional Use Permit Classification.**

Commercial cannabis conditional use permits potentially available under this Title 18 shall, at a minimum, be as follows:

- A. Cultivation Permit for commercial activity involving activity involving the planning, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- B. Type 6, "Manufacturing Level 1," for sites that manufacture cannabis products using nonvolatile solvents, or no solvents.
- C. Type 7, Manufacturing Level 2, "for sites that manufacture cannabis products using volatile solvents.
- D. Type 8, Testing Laboratory.
- E. Type 10, "Retailer," for the retail sale and delivery of marijuana cannabis or marijuana cannabis products to customers.
- F. Type 11, "Distributor " for the distribution of marijuana cannabis and marijuana cannabis products.
- A.G. Type 12, "Microbusiness" for the cultivation of marijuana on an area less than 10,000 square feet and to act as a licensed distributor, Level 1 manufacturer, and/or retailer.

**18.06.185 Conditional use.**

A use that, owing to some special characteristics attendant to its operation or installation, is permitted in a zoning district subject to approval by the Planning Commission, and subject to special requirements, different from those usual requirements for the zoning district in which the conditional use may be located.

**18.06.190 Condominium.**

A building, or group of buildings, in which units are owned individually, and the structure, common areas and the facilities are owned by all the owners on a proportional, undivided basis.

**18.06.195 Copy.**

Words, letters, numbers, figures, designs, or other symbolic representations incorporated into a sign.

**18.06.200 Court.**

"Court" means an open, unoccupied space, other than a yard, on the same lot with a building or buildings and which is bounded on two or more sides by such building or buildings.

**18.06.205 Dairy.**

"Dairy" means any premises where milk is produced for sale or distribution and where three or more cows or goats are in lactation.

**18.06.210 Dwelling unit.**

"Dwelling unit" means a room or suite of rooms designed for or used as a residence and constituting a separate and independent housekeeping unit including a kitchen or cooking facilities, but not including a boardinghouse or club, or a hotel or motel where less than twenty percent of the rental units have a kitchen or cooking facilities.

**18.06.215 Edge of roof.**

On a pitched roof, the lowest portion of the fascia board covering the roof rafters, or if no fascia board exists, the lowest point of the roof rafters. On a flat roof, the top of the parapet wall or three feet above the roof deck, whichever is less.

**18.06.220 Emergency shelter.**

A facility providing temporary housing for one or more individuals who are otherwise homeless.

**18.06.225 Employee housing.**

Employee housing means premises used for residential purposes for temporary or seasonal periods by five or more unrelated persons or families employed to perform agricultural or industrial labor. The accommodations consist of any living quarters, dwelling, boardinghouse, tent, bunkhouse, maintenance-of-way car, mobilehome, manufactured home, recreational vehicle, travel trailer, or other housing accommodations maintained in one or more buildings, or one or more sites, and the premises upon which they are situated, or the area set aside and provided for parking of mobilehomes or camping of five or more employees by the employer. Concurrent with the previous definition, employee housing may also involve permanent residency if the housing accommodation is a mobilehome, manufactured home, travel trailer or recreational vehicle.

**18.06.230 External illumination.**

"External illumination" means the lighting of an object from a light source located a distance from the object.

**18.06.235 Fence.**

Any artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

**18.06.236 Floor Area Ratio.**

Floor area ratio (FAR) is the ratio of the gross building square footage on a lot to the net square footage of the lot (or parcel). For example, on a lot with 10,000 net square feet of land area, a FAR of 1.00 will allow 10,000 gross square feet of building floor area to be built on the lot or parcel, regardless of the number of stories in the building (e.g., 5,000 square feet per floor on two floors or 10,000 square feet on one floor). On the same 10,000 square foot lot, a FAR of 0.50 would allow 5,000 square feet of floor area, and a FAR of 0.25 would allow 2,500 square feet of building floor area on the lot.

**18.06.240 Garage, private.**

"Private garage" means an accessory building or an accessory portion of the main building designed and/or used for the shelter or storage of vehicles of the occupants of the main building.

**18.06.245 Grand opening.**

"Grand opening" means a promotional activity not exceeding 30 calendar days in length used by newly established businesses, within two months after initial occupancy, to inform the public of their location

and services available to the community. "Grand Opening" does not mean an annual or occasional promotion by a business.

**18.06.250 Guest house.**

"Guest house" means a detached accessory building containing living quarters for use by temporary guests of the occupant of the dwelling on the same premises, which contains no kitchen or cooking facilities and is not rented or otherwise used as a dwelling unit.

**18.06.255 Hedge.**

"Hedge" means a series of plants, shrubs or other landscape material, so placed as to form a physical barrier or enclosure.

**18.06.260 Height.**

"Height" means the vertical distance above the ground, measured in feet or meters, of a structure, tree, natural or manmade object.

**18.06.265 Home occupation**

An occupation, profession, activity, or use that is clearly a customary, incidental and secondary use of a residential dwelling unit and which does not alter the exterior of the property or affect the residential character of the neighborhood.

**18.06.270 Hospital.**

"Hospital" means a building to which persons are admitted for overnight stay or longer for the diagnosis or care or treatment of human illness or the prevention thereof, including convalescent home, sanitarium, nursing home and maternity home.

**18.06.275 Hotel.**

"Hotel" means a building of six or more rental bedrooms or suites, generally without individual cooking facilities, where overnight lodging is offered to the public for compensation primarily for the accommodation of transient guests. A hotel in which twenty percent or more of the rental units contain kitchens or kitchenettes shall be subject to all regulations of this title governing a multiple dwelling.

**18.06.280 Illuminated.**

"Illuminated," when used in reference to signs governed by this title, means giving forth direct artificial light, and shall not refer to any light cast upon a sign from an outside source.

**18.06.285 Inflatable device.**

An object that is blown up with air or other gas.

**18.06.290 Informational kiosks and directory boards.**

"Informational kiosks" are signs that may provide information concerning the location of businesses in a pedestrian-oriented business area as well as a surface for affixing handbills, posters and flyers. "Directory boards" are signs that provide information concerning the location of businesses in a pedestrian-oriented business area.

**18.06.295 Junk.**

"Junk" means any worn-out or discarded material that may be turned to some use including, but not limited to, surplus materials, secondhand material, any damaged, discarded, obsolete, salvaged, scrapped, worn-out, wrecked or dismantled object, thing or material composed in whole or in part of asphalt, brick, carbon, cement, plastic or other synthetic substance, fiber, glass, metal, plaster, plaster of parts, rubber, wool, terra cotta, cotton, cloth, canvas, organic material, or other substance requiring reconditioning or rebuilding in order to be used for its original purpose, any iron, wire, aluminum, copper, lead, rags, paper, bags, lumber, empty bottles, bones, parts of bicycles, tricycles, baby carriages, automobiles, and other vehicles or machinery, dismantled in whole or in part, kept, stored, located, situated or piled in public view, and all other similar personal property ordinarily or customarily defined or classified as "junk," "scrap," or "salvage" kept, stored, located, situated or piled in public view.

**18.06.300 Junkyard.**

"Junkyard" means an area occupying, or areas occupying collectively, two hundred or more square feet of the area of any parcel, lot, or contiguous lots or parcels upon which junk is present, kept, or stored including, but not limited to, automobiles or other machinery kept, stored, or present on the parcel(s) or lot(s) for wrecking, salvaging, or dismantling purposes.

**18.06.305 Kennel.**

"Kennel" means any lot or premises on which five or more dogs or cats over four months old are kept.

**18.06.310 Kitchen.**

"Kitchen" means any room, all or any part of which is designed and/or used for cooking and the preparation of food.

**18.06.315 Landing area.**

"Landing area" means the area of an airport used or to be used for landing, takeoff or taxiing of aircraft.

**18.06.320 Living area.**

"Living area" means the interior habitable living area of a dwelling unit, including a basement and/or an attic therein, but not including a garage or any accessory structure.

**18.06.325 Loading space.**

"Loading space" means an off-street space or berth on the same lot with a building or contiguous to a group of buildings for the temporary parking of a commercial vehicle which is loading or unloading merchandise or materials, and which abuts upon a street, alley or other appropriate means of access.

**18.06.330 Lot.**

"Lot" means a parcel of real property which is either:

- A. Shown with a separate and distinct number of designation on a plat recorded in the office of the County Recorder; or
- B. Delineated upon a record of survey, lot split, or subparceling map approved pursuant to Title 16 of this code; or
- C. Containing an area not less than required for the district in which it is located and abutting at least one public street and held under separate ownership.

**18.06.335 Lot, corner.**

"Corner lot" means a lot at the intersection of two street lines which intersect at an angle not greater than one hundred twenty degrees.

**18.06.340 Lot, key.**

"Key lot" means a lot with the side line coinciding with the rear lot line of one or more other lots.

**18.06.345 Lot line.**

"Lot line" means any of the boundary lines of a lot. A street lot line is the lot line abutting a street. Either street lot line of a corner lot may be designated by the Director of Planning to be the front lot line. A through lot line has two front lot lines. The lot line or lines generally opposite the front lot line constitute the rear lot line. All other lot lines are side lot lines. When two or more lots are combined into one building site, the boundary lines of the building site shall be deemed to be lot lines.

**18.06.350 Lot, through.**

"Through lot" means a lot other than a corner lot which has frontage on two parallel or approximately parallel streets.

**18.06.355 Lot width.**

"Lot width" means the horizontal distance between the side lot lines measured along a line parallel to the front lot line and distant therefrom by a distance equal to the required depth of front yard on the lot.

**18.06.360 Main building.**

"Main building" means one in which is conducted a principal use of the lot upon which it is situated. Every dwelling in an R district is a main building.

**18.06.365 Massage parlor.**



An establishment where, for any form of consideration, massage, alcohol rub, fomentation, electric or magnetic treatment, or similar treatment or manipulation of the human body is administered, unless such treatment or manipulation is administered by a medical practitioner, chiropractor, acupuncturist, physical therapist, or similar professional person licensed by the State. This definition does not include an athletic club, health club, school, gymnasium, reducing salon, spa, or similar establishment where massage or similar manipulation of the human body is offered as an incidental or accessory service.

**18.06.370 Mined lands.**

"Mined lands" include the surface, subsurface, surface water, subsurface water and groundwater of an area in which surface or subsurface mining operations will be, are being, or have been conducted, including private ways and roads appurtenant to any such area, land excavations, workings, mining waste and areas in which structures, facilities, equipment, machines, tools, or other materials or property which result from, or are used in, surface or subsurface mining operations are located.

**18.06.375 Minerals.**

"Minerals" mean any naturally occurring chemical element or compound, or groups of elements and compounds, formed from inorganic processes and organic substances, including but not limited to coal, peat and bituminous rock, but excluding geothermal resources, natural gas and petroleum.

**18.06.380 Mining.**

"Mining" includes surface and subsurface mining operations and means all or any part of the process involved in the extraction of minerals. Mining also includes but is not limited to:

- A. On-site crushing, sorting, distillation, retorting or leaching;
- B. The production and disposal of mining waste;
- C. Prospecting and exploratory activities when the removal or displacement of material, including overburden, exceeds a total of more than one thousand cubic yards and/or results in surface disturbances exceeding one acre at any one location or on any single claim.

**18.06.385 Mobilehome.**

"Mobilehome" means a vehicle, other than a motor vehicle, designed and equipped to contain one or more dwelling units to be used with or without a permanent foundation and which is in excess of eight feet in width or in excess of forty feet in length. Modular and manufactured houses shall be considered as mobilehomes. Recreational vehicles, including motor homes and travel trailers shall not be considered mobilehomes.

**18.06.390 Mobilehome park.**

A "mobilehome park" is defined according to that definition found within the provisions of Division 13, Part 2 and Part 2.1 of the Health and Safety Code of the State, and amendments thereto.

**18.06.395 Mobilehome sales area.**

"Mobilehome sales area" means an open area used for the display, or sale of new or used mobilehomes.

**18.06.400 Motel.**

"Motel" means a building or group of buildings containing individual sleeping units, designed for or used temporarily by tourists or transients, the operator of which is required by Health and Safety Code of the State to record the license number of each patron's vehicle. A motel in which twenty percent or more of the rental units contain a kitchen or kitchenette shall be subject to all regulations of this title governing a multiple dwelling.

**18.06.405 Multiple dwelling.**

"Multiple dwelling" means a building containing two or more dwelling units, or a hotel, or motel in which twenty percent or more of the rental units contain a kitchen or kitchenette.

**18.06.410 Multiple tenant building.**

A development consisting of two or more separate uses or tenancies that share either the same parcel or structure and use common access and parking facilities.

**18.06.415 Nameplate.**

"Nameplate" means a sign affixed against the wall of a dwelling which serves exclusively to designate the name, or the name and occupation of a person residing therein.

**18.06.420 Nonconforming.**

"Nonconforming" means a building, structure or portion thereof, or use of building or land which does not conform to the regulations of this title and which lawfully existed at the time the regulations with which it does not conform became effective.

**18.06.425 One family dwelling.**

"One family dwelling" means a dwelling containing exclusively a single dwelling unit.

**18.06.430 Parking lot.**

"Parking lot" means an off-street open area, the principal use of which is to provide space for the parking of passenger automobiles.

**18.06.435 Parking space, automobile.**

"Automobile parking space" means space within a public or private parking area or a building for the temporary parking or storage of one automobile. The front yard setback in all residential zones shall not be used to satisfy the standards for required parking spaces.

**18.06.440 Person.**

"Person" means an individual, firm, co-partnership, joint venture, association, club, corporation, estate, trust, receiver, syndicate, governmental agency or any other group or combination acting as an entity, excepting therefrom the County.

**18.06.445 Planned recreational areas.**

"Planned recreational areas" are areas designed and maintained for exclusive use of guests, such as tennis courts, childrens' playyards, etc., established and operated in conjunction with a permitted use, and shall not include any commercially operated amusement parks, playgrounds, or any other recreational facilities operated commercially separate and apart from a permitted use.

**18.06.450 Principal use.**

"Principal use" means any use which is not clearly qualified as accessory to another use on the same premises.

**18.06.455 Property frontage.**

The side of a parcel or development site abutting on a public street. Where the parcel is a corner lot, the property frontage is each side of the parcel or development site abutting on a public street.

**18.06.460 Recreational vehicle**

A vehicular type portable structure without permanent foundation, which can be towed, hauled or driven and primarily designed as temporary living accommodation for recreational, camping and travel use and including but not limited to travel trailers, camping trailers, truck campers and self-propelled motor homes. All the above noted vehicles are subject to State vehicular code licensing procedures.

**18.06.465 Recreational vehicle (RV) park.**

Any lot of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

**18.06.470 Rest home.**

"Rest home" means a building, other than a hospital as defined in this chapter, which is used to provide, under the supervision of a licensing agency of the State, living quarters and non-medical care of one or more aged or infirm persons, and not involving residence on the premises of either a trained nurse or physician.

**18.06.475 Runway.**

"Runway" means the paved or prepared surface of an airport landing area designated for the landing or takeoff of aircraft.

**18.06.480 Sale or lease sign.**

"Sale or lease sign" means a sign which serves exclusively to indicate, with pertinent information, the offer to sell, rent or lease the real property, or the building or premises thereon, upon which it is located.

**18.06.485 Salvage yard.**

"Salvage yard" means any outdoor space in excess of two hundred square feet minimum where junk, waste, discarded or salvaged materials are stored or handled, including automobile wrecking yard, house wrecking yard, used lumberyard and storage of salvage materials of all kinds; but not including space used for the storage of used vehicles or machinery in operable condition, and the processing of used or salvaged materials as part of a lawfully existing manufacturing operation on the same premises.

**18.06.490 Schools, elementary and high.**

"Elementary and high schools" means an institution of learning which offers instruction in the several branches of learning and study required to be taught in the public schools by the State. "High schools" include junior and senior.

**18.06.495 Second dwelling unit.**

"Second dwelling unit" means a residential dwelling unit which provides complete independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation and which is located on the same parcel as, and is either attached to or detached from, an existing single-family residence.

**18.06.500 Sign.**

"Sign" means an object, device display or structure, or part thereof, situated outdoors or indoors, which is used to identify, display, or direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design symbols, fixtures, colors, illumination, or projected image. Sign does not include official flags of the United States, the State of California, and other states of the nation, counties, municipalities, official flags of foreign nations and nationally or internationally recognized organizations; athletic scoreboards, or the official announcements of or signs of government.

**18.06.505 Sign, abandoned.**

"Abandoned sign" means any sign that advertises a business, lessor, owner, product, service or activity that is no longer located on the premises where the sign is displayed.

**18.06.510 Sign alteration.**

"Sign alteration" means any change of copy, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

**18.06.515 Sign, animated or moving.**

"Animated or moving sign" means a sign that uses movement, lighting, or special materials to depict action or create a special effect to imitate movement. A flashing sign shall not be considered an animated or moving sign.

**18.06.520 Sign area.**

"Sign area" means the entire area within the perimeter of a sign defined by a continuous line composed of right angles which enclose the extreme limits of lettering, logo, trademark, or other graphic representation, together with any frame or structural trim forming an integral part of the display used to differentiate the sign from the background against which it is placed.

**18.06.525 Sign, awning or canopy.**

"Awning or canopy sign" means a sign that is either attached to, affixed, or painted on an awning or canopy and not exceeding fifty (50) square feet in sign area.

**18.06.530 Sign, blade/bracket.**

"Blade/bracket sign" means a small, pedestrian-oriented sign (i.e., less than four (4) square feet) that projects perpendicular from a structure (blade sign) or is hung beneath a canopy (bracket sign).

**18.06.535 Sign, business identification.**

“Business identification sign” means a sign that serves to identify only the name, address, and lawful use of the premises upon which it is located and provides no other advertisements or product identification.

**18.06.540 Sign, cabinet (can sign).**

“Cabinet sign” or “can sign” means a sign that contains all the text and/or logo symbols within a single enclosed cabinet and may or may not be illuminated.

**18.06.545 Sign, changeable copy.**

“Changeable copy sign” means a sign designed to allow changing of copy manually.

**18.06.550 Sign, channel letter.**

“Channel letter sign” means three-dimensional individually cut letters or figures, illuminated or unilluminated, affixed to a structure.

**18.06.555 Sign, civic event.**

“Civic event sign” means a temporary sign, other than a commercial sign, posted to advertise a civic event sponsored by a public agency, school, church, civic-fraternal organization, or similar noncommercial organization.

**18.06.560 Sign, combination**

“Combination sign” means a sign incorporating any combination of the features of pole, projecting and roof signs.

**18.06.565 Sign, community and historical.**

“Community and historical sign” means a sign which identifies local communities or points of historical interest, including identification signs of non-profit community service organizations.

**18.06.570 Sign, contractor or construction.**

“Contractor or construction sign” means a sign that states the name of the developer and contractor(s) working on the site and any related engineering, architectural or financial firms involved with the project.

**18.06.575 Sign, convenience.**

“Convenience sign” means a sign that conveys information (e.g., restrooms, no parking, entrance) or minor business identification for directional purposes only, is designed to be viewed by pedestrians and/or motorists, and does not exceed six (6) square feet in sign area per sign face.

**18.06.580 Sign, directory.**

“Directory sign” means a sign listing the tenants of a multiple tenant structure or center and located within said structure or center.

**18.06.585 Sign, double-faced.**

“Double-faced sign” means a sign constructed to display its message on the outer surfaces of two identical and opposite parallel planes.

**18.06.590 Sign, electronic reader board sign or electronic graphics.**

“Electronic reader board sign” and “electronic graphics sign” means a sign with a fixed or changing display/message composed of a series of lights that may be changed through electronic means. A time and/or temperature sign shall not be considered an electronic graphics sign.

**18.06.595 Sign, flashing.**

“Flashing sign” means a sign that contains an intermittent or sequential flashing light source. An animated or moving sign shall not be considered as a flashing sign.

**18.06.600 Sign, freestanding bracket.**

“Freestanding bracket sign” means a small pedestrian-oriented sign mounted on the ground using one or more posts or having a solid monument-type base and not exceeding six (6) square feet in sign area per sign face.

**18.06.605 Sign, future tenant identification.**

“Future tenant identification sign” means a temporary sign that identifies the names of future businesses that will occupy a site or structure.

**18.06.610 Sign, governmental.**

“Governmental sign” means any sign erected and maintained pursuant to and in discharge of any governmental functions, or required by law, ordinance or regulation.

**18.06.615 Sign height.**

“Sign height” means the vertical distance from the uppermost point used in measuring the area of a sign to the average grade immediately below and adjoining the sign.

**18.06.620 Sign, illegal.**

“Illegal sign” means any of the following:

1. A sign erected without first obtaining a permit and complying with all regulations in effect at the time of its construction or use;
2. A sign that was legally erected but whose use has ceased because the business it identifies is no longer conducted on the premises.
3. A nonconforming sign for which the amortization period has expired.
4. A sign that was legally erected but which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value;
5. A sign that is a danger to the public or is unsafe; or
6. A sign that pertains to a specific event that has not been removed within five days after the occurrence of the event.

**18.06.625 Sign, internally illuminated.**

“Internally illuminated sign” means a sign whose light source is either located in the interior of the sign so that the rays go through the face of the sign, or which is attached to the face of the sign and is perceived as a design element of the sign.

**18.06.630 Sign, memorial.**

“Memorial sign” means a sign, tablet or plaque memorializing a person, event, structure or site, not exceeding six (6) square feet in sign area.

**18.06.635 Sign, monument.**

“Monument sign” means a permanent sign where the entire bottom of the sign is affixed to the ground, not to a building, and not exceeding six (6) feet in height.

**18.06.640 Sign, neon.**

“Neon sign” means a sign containing glass tube lighting in which a gas and phosphors are used in combination to create a colored light.

**18.06.645 Sign, nonconforming.**

“Nonconforming sign” means an advertising structure or sign which was lawfully erected and maintained prior to the adoption of this Zoning Ordinance, and which has subsequently come under the requirements of this Zoning Ordinance, but does not now completely comply therewith.

**18.06.650 Sign, off-site advertising.**

“Off-site advertising sign” means a sign advertising a use, facility, service, or product that is not located, sold, or manufactured on the same premise as the sign.

**18.06.655 Sign, off-site directional.**

“Off-site directional sign” means a sign limited to directional messages for a commercial use, publicly owned facility or emergency facility, excluding real estate signs, not exceeding six feet in sign area.

**18.06.660 Sign, permanent.**

“Permanent sign” means a sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.

**18.06.665 Sign, pole (pylon or free-standing sign).**

“Pole sign”, “pylon sign”, and “free-standing sign” means a sign mounted on a free-standing pole or other support so that the bottom edge of the sign face is six feet or more above finished grade.

**18.06.670 Sign, political**

“Political sign” means a sign promoting, advertising, or identifying a political party, candidate, or ballot measure for a future election.

**18.06.675 Sign, portable.**

“Portable sign” means a sign that is not permanently affixed to a structure or the ground (e.g., A-frame or sandwich-board signs) and which does not exceed twelve (12) square feet in sign area per sign face.

**18.06.680 Sign, projecting.**

“Projecting sign” means a sign that protrudes in a V-shape from the top of the ground floor over the sidewalk, like a traditional theater marquee.

**18.06.685 Sign, promotional.**

“Promotional sign” means a sign erected on a temporary basis to promote the sale of new products, new management, new hours of operation, a new service, or to promote a special sale.

**18.06.690 Sign, real estate.**

“Real estate sign” means a sign indicating that a property or any portion thereof is available for inspection, sale, lease, rent, or directing people to a property, but not including temporary subdivision signs.

**18.06.695 Sign, rider.**

“Rider sign” means a small sign attached as a rider to a real estate sign that provides limited information about the property (e.g., number of bedrooms, agent's name, open house, etc.).

**18.06.700 Sign, roof.**

“Roof sign” means a sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the highest point of building with a flat roof, the eave line of a building with gambrel, gable, or hip roof, or the deck line of a building with a mansard roof.

**18.06.705 Sign, special event /banner.**

“Special event sign/banner” means a temporary sign or banner that is intended to inform the public of a unique happening, action, purpose, or occasion (i.e., grand opening or community event).

**18.06.710 Sign, tall wall.**

“Tall wall sign” means a sign with a sign area in excess of fifty (50) square feet painted or attached to the exterior wall of a building.

**18.06.715 Sign, temporary.**

“Temporary sign” means any sign intended to be displayed for a limited period of time, not to exceed 30 days, and capable of being viewed from any public right-of-way, parking area or neighboring property.

**18.06.720 Sign, temporary political.**

“Temporary political sign” means a sign which encourages a particular vote in a scheduled election and is no larger than 32 square feet in sign area. (Reference: Business and Professions Code Section 5405.3).

**18.06.725 Sign, three-dimensional.**

“Three-dimensional sign” means any sign with a depth or relief on their surface greater than six inches.

**18.06.730 Sign, time and/or temperature**

“Time and/or temperature sign” means a sign that accurately display the current local time and/or temperature, usually through arrays of small electric lights, and upon which no commercial advertising or other message appears.

**18.06.735 Sign, vehicle.**

“Vehicle sign” means a sign that is attached to or painted on a vehicle that is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

**18.06.740 Sign, wall.**

“Wall sign” means sign with a sign area of fifty (50) feet or less that is attached to or painted on the exterior wall of a structure with the display surface of the sign approximately parallel to the building wall.

**18.06.745 Sign, window.**

"Window sign" means a sign posted, painted, placed, or affixed in or on a window exposed to public view. An interior sign that faces a window exposed to public view, and is located within three feet of the window, is considered a window sign for the purpose of calculating the total area of all window signs.

**18.06.750 Stable, private.**

"Private stable" means a detached accessory building for the keeping of horses, burros, or mules owned by the occupants of the premises and not for remuneration, hire or sale.

**18.06.755 Stable, public.**

"Public stable" means a stable other than a private stable for keeping of horses.

**18.06.760 Street.**

"Street" means any public or private thoroughfare with a width of twenty feet or more, which affords a primary means of access to abutting property.

**18.06.765 Street line.**

"Street line" means the boundary line between a street and abutting property.

**18.06.770 Structural alterations.**

"Structural alterations" means any change in the supporting members of a structure such as the bearing walls or partitions, columns, beams or girders.

**18.06.775 Structure.**

"Structure" means anything constructed or built, an edifice or building of any kind, or any piece or work artificially built up or composed of parts joined together in some definite manner.

**18.06.780 Transitional housing.**

"Transitional housing" is that status of interim residency existing between homelessness or emergency accommodations and permanent housing.

**18.06.785 Truck stop**

Any building, premises or land in which or upon which a business, service or industry involving the maintenance, servicing, storage or repair of commercial vehicles is conducted or rendered including the dispensing of motor fuel or other petroleum products directly into motor vehicles, the sale of accessories or equipment for trucks and similar commercial vehicles. A truck stop also may include overnight accommodations and restaurant facilities.

**18.06.790 Truck terminal**

An area and building where cargo is stored and where trucks load and unload cargo on a regular basis.

**18.06.795 Window area.**

"Window area" means an area that shall be computed by calculating each window pane or panel. The area shall be separate for each building face, and for each window. A group of window panes or panels may be considered one window if they are adjoining on the building face and are less than six inches apart.

**18.06.800 Use.**

"Use" means the purpose for which land or building or structure is designed, arranged or intended, or for which it is occupied, maintained, let or leased.

**18.06.805 Yard.**

"Yard" means a space on the same lot with a building or structure which is open and unobstructed, except as otherwise provided in this title, from the ground upward. Neither landscaping nor ordinary outdoor furnishings shall be deemed to obstruct a yard, nor shall any underground structure or part of an underground structure which extends less than eighteen inches above the ground level.**18.06.810 Yard, front.**

"Front yard" means an area extending across the front of the lot between the main building and the front lot line; depth of the required front yard to be measured horizontally from the nearest part of the main building toward the nearest point of the front lot line.

**18.06.815 Yard, rear.**

"Rear yard" means an area extending across the full width of the lot between the main building and the rear lot line; depth of the required rear yard to be measured horizontally from the nearest part of a main building toward the nearest point of the rear lot line.

**18.06.820 Yard, side.**

"Side yard" means an area between a main building and a side lot line, extending from the front yard, or front lot line, to the rear yard; width of the required side yard to be measured horizontally from the nearest point of the side lot line toward the nearest part of the main building.



## Chapter 18.12 OS (OPEN SPACE) ZONE

### Sections:

- 18.12.010 Purpose.**
- 18.12.020 Principal permitted uses.**
- 18.12.030 Accessory uses.**
- 18.12.040 Conditional uses.**
- 18.12.050 Development standards.**

### **18.12.010 Purpose.**

- A. The purpose of this chapter is to provide a zone classification for those areas designated as Open Space by the County General Plan so as to encourage the protection of mountainous, hilly upland, valley, agricultural, potential agricultural, fragile desert areas, and other mandated lands from fire, erosion, soil destruction, pollution, and other detrimental effects of intensive land use activities.
- B. It is the intent of this chapter to establish standards for land uses that will protect and preserve the environmental resources, scenic, natural features, and open space character of the County, while also providing for agricultural development and protection of existing agricultural areas from urban development or residential subdivision.
- C. It is also the intent of this chapter to preserve agricultural areas open space around the more intensive urban areas of the County, while providing for compatible multiple use of nonagricultural lands which are principally held by Federal and other public agencies.

### **18.12.020 Principal permitted uses.**

The following are the principal permitted uses of the OS zone:

- A. Single-family dwelling, including the use of a mobile home;
- B. Farms and ranches for orchards, vineyards, field and truck crops, nurseries, greenhouses, vegetables, flower gardening and other enterprises carried on in the general field of agriculture, including agricultural activities directly related to the farm or such as the repair and maintenance of farm and ranch equipment operated on the property; farm and ranch vehicles used on the property; and vehicles used to haul farm and ranch products produced on the property;
- C. Livestock ranches for raising, grazing, breeding, boarding or small animals except as otherwise provided for under Section 18.12.040;
- D. Animal hospitals or kennels, except when the property is adjacent or abuts residential zoned property;
- E. Wildlife refuges: hunting and fishing preserves;
- F. Wilderness areas and wilderness uses.

### **18.12.030 Accessory uses.**

The following are accessory uses permitted in the OS zone:

- A. Dwellings of persons regularly employed on the premises for agricultural or domestic duties; mobile homes; subject to the provisions of State Law, may be used for this purpose;
- B. Private garages, parking areas and other structures used for the storage of equipment appurtenant to a permitted use;
- C. Home occupations, guest house, signs and advertising, subject to the provisions under Chapters 18.06 and 18.78;
- D. Roadside stands, not exceeding four hundred square feet in floor area, for the sale of agricultural produce grown on the premises;
- E. Signs and advertising for permitted, accessory or conditional uses in compliance with the provisions of Chapter 18.75 and subject to the provisions of Section 18.12.050;

- F. Other uses and accessory buildings customarily appurtenant and clearly incidental to a permitted use including non-commercial agriculture.

**18.12.040 Conditional uses.**

The following are the conditional uses of the OS zone:

- A. Public stables, roping arenas, riding academies, parks, campgrounds, private recreational clubs, pack stations, lodges, resorts, and other recreational activities involving development or large assemblages of people;
- B. Feed lot, dairies or commercial ranches for the raising of poultry, pigs, goats or rabbits when any of the foregoing are located on property adjacent to residential zoned property;
- C. Public and quasi-public buildings and uses of recreational, religious, cultural or public service nature, excluding; exterior storage, repair yards and warehouses;
- D. Golf course;
- E. Farm labor or camp;
- F. Cemeteries, crematories, mausoleums, and columbariums;
- G. Airports, landing fields and airstrips;
- H. Public and commercial refuse disposal sites;
- I. Mining and processing of natural resources, including borrow pits, subject to the provisions of the California Surface Mining Act;
- J. Kennel and animal hospital (when parcel is adjacent to residential zoned property);
- K. Agriculturally oriented services, including those uses of land devoted to the provision of buying, selling, processing, storing, packaging and otherwise directly serving functions associated with the production of local agricultural products, and including the operation, storage and maintenance of equipment and implements, and motor vehicles and trailers primarily used to transport local agricultural products and livestock. Manufacturing other than the primary cleaning, sorting, packaging or conversion of local agricultural products is prohibited;
- L. Second dwelling units, subject to the requirements and procedures set forth or referred to in Section 18.78.340;
- M. Informational kiosks and off-site directional signs complying with the provisions of Chapter 18.75 and subject to the provisions of Section 18.12.050.

- N. Commercial cannabis cultivation, which shall be at least five feet separated from any side or rear lot line, shall not be conducted within the applicable front yard setback, and shall comply with otherwise applicable yard requirements.

**18.12.050 Development standards.**

The following are minimum standards established for development in the OS zone, except as otherwise provided in this title or as modified for conditional uses:

- A. Maximum height of buildings:
  - 1. Principal buildings; two and one-half stories or thirty feet;
  - 2. Accessory buildings; two stories or twenty-five feet, except sixty feet for farm buildings or ranch buildings;
- B. Minimum parcel size; forty acres, except when a greater minimum area is established pursuant to Section 18.78.055;
- C. Parcel width; five hundred feet;
- D. Front yard; fifty feet;
- E. Rear yard; fifty feet;
- F. Side yard; fifty feet;
- G. Distance between buildings on same parcel, ten feet;
- H. Off-street parking spaces per dwelling unit, two spaces.

**Chapter 18.21**  
**RR (RURAL RESIDENTIAL) ZONE**

**Sections:**

- 18.21.010 Purpose.**
- 18.21.020 Principal permitted uses.**
- 18.21.030 Accessory uses.**
- 18.21.040 Conditional uses.**
- 18.21.050 Minimum development standards.**
- 18.21.070 Parcel merger--Darwin townsite.**

**18.21.010 Purpose.**

It is the intent and purpose of this chapter to provide suitable areas and appropriate environments for low density, single family rural residential and estate type uses where certain agricultural activities can be successfully maintained in conjunction with residential uses on relatively large parcels. The RR (rural residential) zone is intended to be applied to the areas outside the urban communities of Inyo County which are without fully developed services and where individual residences are expected to be largely self-sustaining, particularly for water and sewage disposal.

**18.21.020 Principal permitted uses.**

The following are the principal permitted uses of the RR (Rural Residential) zone:

- A. One single-family dwelling on a lot, including single-family mobilehomes subject to the requirements of Section 18.78.350;
- B. Orchards, vegetable and field crops, nurseries, and gardens.

**18.21.030 Accessory uses.**

The following are accessory uses permitted in the RR zone:

- A. Private garages, parking facilities, and other structures used for storage of equipment appurtenant to a permitted use;
- B. Home occupations complying with the provisions of Chapter 18.78;
- C. Signs and advertising for permitted, accessory or conditional uses complying with the provisions of Chapter 18.75 and subject to the provisions of Section 18.21.050;
- D. Guest house or cottage complying with the provisions of Chapter 18.78;
- E. Animal maintenance complying with the provisions of Chapter 18.78;
- F. Rooming and boarding of not more than three persons;
- G. Other uses and buildings customarily appurtenant and clearly incidental to a permitted use;
- H. Accessory structures normally associated with the breeding and raising of game birds;
- I. Transitional housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan.

#### **18.21.040 Conditional uses.**

The following are the conditional uses of the RR (rural residential) zone:

- A. Social halls, lodges, fraternal organizations and community clubs except those operated for profit;
- B. Private non-commercial recreational facilities including country clubs swimming pools, and golf courses;
- C. Public and quasi-public buildings and uses of recreational, educational, religious, cultural and public service nature; excluding corporation yards, exterior storage, repair yards and warehouses;
- D. Residential care facilities, rest homes and sanitariums;
- E. Nursery schools and day care centers;
- F. Kennels;
- G. Second dwelling units, subject to the requirements and procedures set forth or referred to in Section 18.78.340.
- H. Commercial cannabis cultivation less than or equal to 5000 square feet inclusive, of total canopy size on one parcel. Such cultivation shall be at least five feet separated from any side or rear lot line, and shall not be conducted within the applicable front yard setback, and shall comply with otherwise applicable yard requirements.
- I. Commercial cannabis cultivation, on parcels equal to or greater than one (1) acre, less than 10,000 square feet, inclusive, of total canopy size on one parcel. Such cultivation shall be at least five feet separated from any side or rear lot line, and shall not be conducted within the applicable front yard setback, and shall comply with otherwise applicable yard requirements.
- J. Commercial cannabis cultivation, on parcels greater than ten (10) acres, so long as the total canopy size, inclusive, is no greater than twenty five percent (25%) of the lot area. Such cultivation shall be at least five feet separated from any side or rear lot line, and shall not be conducted within the applicable front yard setback, and shall comply with otherwise applicable yard requirements.

#### **18.21.050 Minimum development standards.**

The following minimum standards are established for development in the RR (rural residential) zone, except as otherwise provided in this title or as modified for conditional uses:

- A. Maximum height of buildings:
  - 1. Principal - 2.5 stories or thirty feet;
  - 2. Accessory - 2 stories or twenty-five feet;
- B. Minimum parcel size: one acre, except when a greater minimum area is established pursuant to Section 18.78.055 of this title;
- C. Parcel width: one hundred twenty-five feet;
- D. Front yard: fifty feet;
- E. Rear yard: thirty feet;
- F. Side yard: twenty feet;
- G. Distance between buildings on the same parcel: ten feet;
- H. Off-street parking spaces per dwelling unit: two spaces;
- I. Darwin Townsite special yard standards: For nonconforming parcels created prior to the adoption of the ordinance codified in this section which have less area than required under the applicable parcel size requirements of the rural residential zone, the R-1 yard standards may be substituted for the rural residential zone yard standards. Creation of parcels shall not be construed to be the date of merger, if any, but the date of original creation of these parcels.

#### **18.21.070 Parcel merger--Darwin townsite.**

Pursuant to Inyo County policy as established in the Darwin Specific Plan and as provided for in Chapter 3. Article 1.5 of the Subdivision Map Act. those contiguous parcels under the same ownership which are undersized with respect to the minimum parcel size established in this chapter and one or more of which are undeveloped may be merged or combined upon the approval of the County Board of

Supervisors in accord with the provisions of Chapter 3, Article 1.5 of the Subdivision Map Act. This provision shall only apply to the townsite of Darwin as described and included within the Darwin Specific Plan prepared and adopted in accord with the provisions of Section 65450 of the Government Code.

**Chapter 18.22**  
**RR-0.5-STARLITE ESTATES ZONE**

**Sections:**

- 18.22.010 Purpose.**
- 18.22.020 Principal permitted uses.**
- 18.22.030 Accessory uses.**
- 18.22.040 Conditional uses.**
- 18.22.050 Minimum development standards.**

**18.22.010 Purpose.**

It is the intent and purpose of this chapter to provide suitable areas and appropriate environment for low density, single-family rural residential uses, where certain agricultural activities can be successfully maintained in conjunction with residential uses. The RR (rural residential) 0.5 acre-Starlite Estates zone is intended to be applied to the area known as Starlite Estates and adjoining private lands which may be without fully developed services.

**18.22.020 Principal permitted uses.**

The following are the principal permitted uses of the RR (rural residential) 0.5 acre-Starlite Estates zone:

- A. One single-family dwelling on a lot, including single-family mobilehomes subject to the requirements of Section 18.78.350;
- B. Orchards, vegetable and field crops, nurseries and gardens.

**18.22.030 Accessory uses.**

The following are accessory uses permitted in the RR-0.5-Starlite zone:

- A. Private garages, parking facilities, and other structures used for storage of equipment appurtenant to a permitted use;
- B. Home occupations complying with the provisions of Chapter 18.78;
- C. Signs and advertising for permitted, accessory or conditional uses complying with the provisions of Chapter 18.75 and subject to the provisions of Section 18.22.050;
- D. Guest house or cottage complying with the provisions of Chapter 18.78;
- E. Animal maintenance;
- F. Other uses and buildings customarily appurtenant and clearly incidental to a permitted use;
- G. Transitional housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan.

**18.22.040 Conditional uses.**

The following are the conditional uses of the RR (rural residential) 0.5 acre-Starlite Estates zone:

- A. Social halls, lodges, fraternal organizations and community clubs except those operated for profit;
- B. Private non-commercial recreational facilities including country clubs, swimming pools, and golf courses;
- C. Public and quasi-public buildings and uses of recreational, educational, religious, cultural and public service nature; excluding corporation yards, exterior storage, repair yards and warehouses;
- D. Nursery schools and day care centers;

- E. Kennels;
- F. Second dwelling units, subject to the requirements and procedures set forth or referred to in Section 18.78.340.

**18.22.050 Minimum development standards.**

The following minimum standards are established for development in the RR (rural residential) 0.5 acre-Starlite Estates zone, except as otherwise provided in this title or as modified for conditional uses:

- A. Maximum height of buildings:
  - 1. Principal: two and one-half stories or thirty feet,
  - 2. Accessory: two stories or twenty-five feet;
- B. Minimum parcel size: one-half acre;
- C. Parcel width: one hundred feet;
- D. Front yard: twenty-five feet;
- E. Rear yard: twenty-five feet;
- F. Side yard: five feet;
- G. Distance between buildings on the same parcel: ten feet;
- H. Off-street parking spaces per dwelling unit: two spaces.

**Chapter 18.27**  
**RESIDENTIAL DISTRICTS-**  
**GENERAL REGULATIONS**

**Sections:**

**18.27.010 Residential districts--Generally.**

Certain districts, designated herein by the primary symbol "R" are established to provide a means of regulating the distribution and density of population. The specific regulations for each of them are subject to all the general provisions of Chapter 18.78.

**Chapter 18.30**  
**R-1 DISTRICTS-ONE FAMILY RESIDENCES**

**Sections:**

- 18.30.010 Intent.**
- 18.30.030 Permitted uses.**
- 18.30.040 Conditional uses.**
- 18.30.050 Accessory uses.**
- 18.30.060 Building site area.**
- 18.30.070 Yards.**
- 18.30.080 Height of buildings.**
- 18.30.090 Signs.**
- 18.30.100 Extension of dwelling.**
- 18.30.110 Parking requirement.**

**18.30.010 Intent.**

The one family residence district, designated herein by the primary symbol R-1, is intended to protect established neighborhoods of one family dwellings, and to provide space in suitable locations for additional development of this kind, with appropriate community facilities.

**18.30.030 Permitted uses.**

The following principal uses are permitted in an R-1 district:

- A. One single-family dwelling on a lot, including single-family mobilehomes subject to the requirements of Section 18.78.350;
- B. Garden, orchard field crop; where no building is involved.

**18.30.040 Conditional uses.**

The following are conditional uses in an R-1 district, permitted only when authorized by the Planning Commission:

- A. Church;
- B. School, attendance at which satisfies the requirements of the State;
- C. Utility, or public service facility, when operating requirements necessitate its location within the district, but not including a storage garage, machine shop or corporation yard;
- D. Recreation facility owned and maintained by an agency of any city, the County, the State or Federal agencies;
- E. Community clubhouse and recreation area;
- F. Parking lot, when established to fulfill the parking space requirements of a use occupying abutting property;
- G. Child care facility, in compliance with Section 18.06.223, as determined by the Planning Commission;
- H. Second dwelling units, subject to the requirements and procedures set forth or referred to in Section 18.78.340

**18.30.050 Accessory uses.**

In addition to the general regulations governing accessory uses, the following specific limitations and special regulations shall apply in an R-1 district:

- A. Not more than one room in a dwelling unit shall be rented to a lodger, and no room shall be rented to more than two persons;
- B. Not more than a total of four of the following units shall be stored on any lot in the open. Any combination of individual units shall not exceed four in number, nor shall there be an aggregate of more than two of any single type of unit. "Unit" means sports camper, boat, travel trailer, camp car, or mobile sports or recreational apparatus;
- C. An accessory building may occupy part of the rear half of a lot, and no such building shall be less than five feet distant from any lot line;
- D. No accessory building shall be rented for occupancy;
- F. Transitional housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan;
- G. Signs and advertising for permitted, accessory or conditional uses complying with the provisions of Chapter 18.75 and subject to the provisions of Sections 18.30.070 and 19.30.080.
- H. Home occupations complying with the provisions of Chapter 18.78

**18.30.060 Building site area.**

Except as otherwise specified, every building site in an R-1 district shall have an area not less than five thousand eight hundred square feet and an average width not less than fifty feet.

**18.30.070 Yards.**

The minimum requirements for yards in R-1 districts shall be as follows:

- A. Depth of front yard; subject to the exceptions set forth by the general regulations, twenty-five feet;
- B. Depth of rear yard; twenty feet;
- C. Width of side yard along the street lot line of a corner lot; five feet;
- D. Width of side yard along interior side lot line; five feet.

**18.30.080 Height of buildings.**

No dwelling in an R district shall have more than two and one-half stories or a height in excess of thirty-five feet. No accessory building shall have a height in excess of twenty feet.

**18.30.100 Extension of dwelling.**

In an R-1 district, an existing dwelling may be enlarged by an extension so as to occupy not more than thirty percent of the area of a required rear yard; provided that the coverage limitation is not exceeded, and that no building after extension shall exceed thirty-five feet in height or be less than five feet from any lot line. An existing garage located in a side or rear yard may be connected to a main building by an addition if it is located not less than five feet from any lot line and is used exclusively to provide automobile parking space.

**18.30.110 Parking requirement.**

Two spaces are required for each dwelling unit.



**Chapter 18.33**  
**R-2 DISTRICTS-MULTIPLE RESIDENTIAL**

**Sections:**

<b>18.33.010</b>	<b>Intent.</b>
<b>18.33.020</b>	<b>Permitted uses.</b>
<b>18.33.030</b>	<b>Conditional uses.</b>
<b>18.33.040</b>	<b>Accessory uses.</b>
<b>18.33.050</b>	<b>Yards.</b>
<b>18.33.060</b>	<b>Height of building.</b>
<b>18.33.070</b>	<b>Signs.</b>
<b>18.33.080</b>	<b>Parking.</b>
<b>18.33.090</b>	<b>Minimum lot size.</b>

**18.33.010 Intent.**

The medium density multiple residence district, designated herein by the symbol R-2, is intended to protect established neighborhoods of such dwellings, and to provide space suitable in appropriate locations for additional housing developments of duplexes.

**18.33.020 Permitted uses.**

The following principal uses are permitted in an R-2 district:

- A. One single-family dwelling on a lot; two separate single family dwellings, including single-family mobilehomes subject to the requirements of Section 18.78.350;
- B. Duplex, including two-family mobilehomes subject to the requirements of Section 18.78.350;
- C. Garden, orchard, field crop; where no building is involved.

**18.33.030 Conditional uses.**

The following are conditional uses in an R-2 district, permitted only when authorized by the Planning Commission:

- A. Church, school, recreational, utility or service facility, all as limited and regulated in R-1 districts;
- B. Community clubhouse;
- C. Parking lot;
- D. Boardinghouse;
- E. Rest home;
- F. Mobilehome parks;
- G. Fraternal clubs;
- H. Child care facility, in compliance with Section 18.06.223, as determined by the Planning Commission.

**18.33.040 Accessory uses.**

In addition to the general regulations governing accessory uses, the following specific limitations and special regulations shall apply in an R-2 district:

- A. Not more than one room in a dwelling unit shall be rented to a lodger, and no room shall be rented to more than two persons;
- B. Not more than a total of four of the following units shall be stored on any lot in the open. Any combination of individual units shall not exceed four in number, nor shall there be an aggregate of more than two of any single type of unit. "Unit" means sports camper, boat, travel trailer, camp car, or mobile sports or recreational apparatus;
- C. An accessory building may occupy part of the rear half of a lot, and no such building shall be less than five feet distant from any lot line;
- D. No accessory building shall be rented for occupancy.

- E. Transitional housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan;
- F. Signs and advertising for permitted, accessory or conditional uses complying with the provisions of Chapter 18.75 and subject to the provisions of Sections 18.33.050 and 18.33.060.

**18.33.050 Yards.**

The minimum requirements for yards in the R-2 district shall be as follows:

- A. Depth of front yard: Twenty-five feet;
- B. Depth of rear yard: Twenty feet;
- C. Width of side yards: Five feet.

**18.33.060 Height of building.**

No building in an R-2 district shall have more than three stories, or a height in excess of forty feet.

**18.33.080 Parking.**

Off-street parking spaces shall be provided on a parking lot, or within a garage or carport at the ratio of two spaces per dwelling unit.

**18.33.090 Minimum lot size.**

The minimum lot size shall be six thousand five hundred square feet with minimum average width not less than fifty feet.

**Chapter 18.34**  
**R-3 MULTIPLE RESIDENTIAL ZONE**

**Sections:**

<b>18.34.010</b>	<b>Purpose.</b>
<b>18.34.020</b>	<b>Principal permitted uses.</b>
<b>18.34.030</b>	<b>Accessory uses.</b>
<b>18.34.040</b>	<b>Conditional uses.</b>
<b>18.34.050</b>	<b>Development standards.</b>

**18.34.010 Purpose.**

The purpose of this chapter is to provide a zone classification for those areas designated for multiple residential development beyond that permitted by the R-2 zoning district. It is intended to provide locations for multiple-housing developments such as apartments, townhouses, condominiums and mobilehome parks.

**18.34.020 Principal permitted uses.**

The following are the principal permitted uses in the R-3 zone:

- A. One single-family dwelling on a lot; two separate single family dwellings, including single-family mobilehomes subject to the requirements of Section 18.78.350;
- B. Duplexes, including two-family mobilehomes subject to the requirements of Section 18.78.350;
- C. Multiple-family dwelling(s). Number of dwelling units to be determined by the general plan. Maximum number of dwelling units permitted without a conditional use permit, fifteen;
- D. Garden, orchard, field crop, grazing.

**18.34.030 Accessory uses.**

The following are accessory uses permitted in the R-3 zone:

- A. Private garages, parking facilities, and other structures used for storage of equipment appurtenant to a permitted use;
- B. Home occupations complying with the provisions of Chapter 18.78;
- C. Guest house or cottage complying with the provisions of Chapter 18.78;
- D. Animal maintenance complying with the provisions of Chapter 18.78 (except where more than one dwelling unit exists on the property, then only normal domestic household pets shall be permitted unless otherwise allowed by the issuance of a conditional use permit);
- E. Signs and advertising for permitted, accessory or conditional uses complying with the provisions of Chapter 18.75 and subject to the provisions of Section 18.34.050;
- F. Other uses and buildings customarily appurtenant and clearly incidental to a permitted use;
- G. Transitional housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan.

**18.34.040 Conditional uses.**

The following are conditional uses in the R-3 zone:

- A. Multiple-family dwelling(s) in excess of fifteen units;
- B. Mobilehome parks;
- C. Public and quasi-public buildings and uses of a recreational, educational, religious, cultural or public service nature, excluding corporation yards, exterior storage repair yards and warehouses;
- D. Churches;
- E. Residential care facilities, rest homes and sanitariums;
- F. Nursery schools and day care centers;
- G. Parking lot;
- H. Child care facility, in compliance with Section 18.06.223, as determined by the Planning Commission;

- I. Informational kiosk in compliance with the provisions of Chapter 18.75 and subject to the provisions of Section 18.34.050.

**18.34.050 Development standards.**

The following are minimum standards established for development in the R-3 zone except as otherwise provided in this title or as modified for conditional uses:

- A. Maximum height of buildings:
  - 1. Principal structure/dwelling unit, three stories or forty feet;
  - 2. Accessory, two stories or twenty-five feet;
- B. Minimum parcel size: ten thousand square feet, except when a greater minimum area is established pursuant to Section 18.78.055 of this title;
- C. Minimum parcel width: seventy-five feet;
- D. Front yard: fifteen feet except where the property abuts an R-1 or R-2 zone then the setback shall be twenty-five feet unless the adjacent property has a nonconforming structure, then the front yard setback shall be the same as the adjacent developed property;
- E. Rear yard: fifteen feet, zero feet for accessory buildings;
- F. Side yard: five feet for each story, zero feet for accessory buildings but five feet on one side;
- G. Distance between buildings on the same parcel: ten feet;
- H. Off-street parking spaces per dwelling unit: two designated spaces plus one guest parking space for each four dwelling units.

**Chapter 18.36**  
**RMH DISTRICTS-SINGLE RESIDENCE**  
**OR MOBILEHOME COMBINED**

**Sections:**

<b>18.36.010</b>	<b>Intent.</b>
<b>18.36.030</b>	<b>Permitted uses.</b>
<b>18.36.040</b>	<b>Conditional uses.</b>
<b>18.36.050</b>	<b>Building site area.</b>
<b>18.36.060</b>	<b>Accessory uses.</b>
<b>18.36.070</b>	<b>Yards.</b>
<b>18.36.080</b>	<b>Height of buildings.</b>
<b>18.36.090</b>	<b>Signs.</b>
<b>18.36.100</b>	<b>Extension of dwelling.</b>
<b>18.36.110</b>	<b>Parking requirement.</b>

**18.36.010 Intent.**

The single residence and mobilehome combined district, designated herein by the primary symbol "RMH," is intended to protect established neighborhoods of one family dwellings (dwelling includes in its definition a mobilehome), and to provide space in suitable locations for additional development of this kind, with appropriate community facilities.

**18.36.030 Permitted uses.**

The following principal uses are permitted in an RMH district:

- A. One family dwelling on a lot (dwelling includes mobilehomes);
- B. Garden, orchard, field crop; where no building is involved.

**18.36.040 Conditional uses.**

The following are conditional uses in an RMH district, permitted only when authorized by the Planning Commission:

- A. Church;
- B. School, attendance at which satisfies the requirements of the State;
- C. Utility or public service facility, when operating requirements necessitate its location within the district, but not including a storage garage, machine shop or corporation yard;
- D. Recreation facility owned and maintained by an agency of any city, the County, the State, or Federal agencies;
- E. Community clubhouse and recreation area;
- F. Parking lot, when established to fulfill the parking space requirements of a use occupying abutting property;
- G. Child care facility, in compliance with Section 18.06.223, as determined by the Planning Commission;
- H. Second dwelling units, subject to the requirements and procedures set forth or referred to in Section 18.78.340.

**18.36.050 Building site area.**

Except as otherwise specified, every building site in an RMH district shall have an area not less than five thousand eight hundred square feet and an average width not less than fifty feet.

**18.36.060 Accessory uses.**

In addition to the general regulations governing accessory uses, the following specific limitations and special regulations shall apply in an RMH district:

- A. Not more than one room in a dwelling unit shall be rented to a lodger, and no room shall be rented to more than two persons;

- B. Not more than a total of four of the following units shall be stored on any lot in the open. Any combination of individual units shall not exceed four in number, nor shall there be an aggregate of more than two of any single type of unit. "Unit" means sports camper, boat, travel trailer, camp car, or mobile sports or recreational apparatus;
- C. An accessory building may occupy part of the rear half of a lot, and no such building shall be less than five feet distant from any lot line;
- D. No accessory building shall be rented for occupancy.
- E. Signs and advertising for permitted, accessory or conditional uses are permitted as an accessory use when such signs or advertising are in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.36.070 and 18.36.080.
- F. Transitional housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan.
- G. Home occupations complying with the provisions of Chapter 18.78.

**18.36.070 Yards.**

The minimum requirements for yards in RMH districts shall be as follows:

- A. Depth of front yard; subject to the exceptions set forth by the general regulations; twenty-five feet;
- B. Depth of rear yard; twenty feet;
- C. Width of side yard along the street lot line of a corner lot; five feet;
- D. Width of side yard along interior side lot line; five feet.

**18.36.080 Height of buildings.**

No dwelling in an RMH district shall have more than two and one-half stories or a height in excess of thirty-five feet. No accessory building shall have a height in excess of twenty feet.

**18.36.100 Extension of dwelling.**

In an RMH district, an existing dwelling may be enlarged by an extension so as to occupy not more than thirty percent of the area of a required rear yard; provided that the coverage limitation is not exceeded, and that no building after extension shall exceed thirty-five feet in height or be less than five feet from any lot line. An existing garage located in a side or rear yard may be connected to a main building by an addition if it is located not less than five feet from any lot line and is used exclusively to provide automobile parking space.

**18.36.110 Parking requirement.**

Two spaces are required for each dwelling unit.

**Chapter 18.42**  
**COMMERCIAL DISTRICTS**  
**GENERAL REGULATIONS**

**Sections:**

**18.42.010 Commercial districts--Generally.**

Certain classes of districts, designated herein by the primary symbol "C" and collectively referred to as commercial or C districts, are established to provide for the various types of shopping, service and business facilities. The specific regulations set forth for each in Chapters 18.45 - 18.54 are subject to all the general regulations of Chapter 18.78.

**Chapter 18.44**  
**CB DISTRICT—CENTRAL BUSINESS**

**18.44.010 Intent.**

The purpose of the CBD zoning district is to designate areas for a variety of small commercial retail, service, and offices uses, mixed use, as well as multi-family. This zoning district implements the general plan central business district land use designation.

**18.44.020 Permitted uses.**

The following principle uses are permitted in the CB district, plus such other uses as the planning director may deem to be similar and not detrimental to other uses permitted in this zone, subject to Section 18.81.020:

- A. Auto repair business;
- B. Church/community assembly;
- C. General hospital/medical services;
- D. Libraries and museums;
- E. Banks and financial services;
- F. Business support services;
- G. Indoor entertainment;
- H. Eating/drinking establishments;
- I. Food and beverage sales, including liquor;
- J. Hotels and motels (including bed and breakfasts);
- K. Office—Business, professional, and medical;
- L. Personal services;
- M. Retail sales/rentals;
- N. Specialized education and training;
- O. Bus and transit shelters;

- P. Parking lots/park and ride lots;
- Q. Gas stations;
- R. Public and quasi-public buildings;
- S. Mixed use.

**18.44.030 Conditional uses.**

The following are conditional uses in the CB district, and shall be permitted only if approved by the planning commission:

- A. Public utility facility or substation, not including any service yard or repair shop;
- B. Mortuary;
- C. Combination signs, electronic signs, informational kiosks and directory boards, off-site directional signs, off-site advertising signs not exceeding fifty square feet in sign area, tall wall signs, and three-dimensional signs in compliance with the provisions of Chapter 18.75 and subject to the requirements of Section 18.44.050;
- D. Multiple-family dwellings;
- E. A detached residential dwelling unit, if it is for occupancy by the owner or lessee of the business premises on the same parcel, or by a caretaker or watchman;
- F. Child care;
- G. Any permitted use when combined with or involving any outdoor display of goods, outdoor seating, or outdoor business activity.
- H. [Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10.](#)
- I. [Commercial cannabis distributor pursuant to commercial cannabis license classification 11.](#)
- J. [Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12.](#)

**18.44.040 Accessory uses.**

The following are accessory uses permitted in the CB district:

- A. Emergency housing, in conformance with the policies stated in the housing element of the Inyo County general plan;
- B. Signs and advertising for permitted, accessory or conditional uses in compliance with the provisions of Chapter 18.75 and subject to the requirements of Section 18.44.050.

**18.44.050 Development standards.**

The following are minimum standards for development in the CB zone, except as otherwise provided in this title or as modified for conditional uses:

- A. Maximum height of buildings:



1. Principle buildings: three stories or forty feet,
2. Accessory buildings: two stories or twenty-five feet;
- B. Minimum parcel size, ten thousand square feet;
- C. Parcel width: fifty feet;
- D. Front yard: zero;
- E. Rear yard: zero;
- F. Side yard: zero;
- G. Density:

1. 7.6—24.0 dwelling units/acre,
2. Maximum floor area ratio: 1.0;

H. Off-Street Parking Required. One parking space for each four hundred square feet of usable floor area, or as determined by planning director. Parking will be located on-site, except as approved by the planning director;

I. Residential Adjacency Exceptions. Where a parcel abuts a residentially zoned parcel and no public right-of-way for a street or alleyway lies between the central business and residentially zoned parcels, the following standards apply to the lot line that is common to the central business and residentially zoned parcels:

1. Rear Yard Setback: same as is required for residential parcel,
2. Side Yard Setback: same as is required for residential parcel,
3. Building Height: average of what is required for residential parcel and what is required of commercial parcel;

J. Existing Parcel Size. Notwithstanding subsection B of this section, parcels with an area of less than ten thousand square feet that exist on creation of this Chapter 18.44 comply with the minimum parcel size standard of this chapter.

**Chapter 18.45  
C-1 DISTRICTS GENERAL  
COMMERCIAL AND RETAIL**

**Sections:**

<b>18.45.010</b>	<b>Intent.</b>
<b>18.45.020</b>	<b>Permitted uses.</b>
<b>18.45.030</b>	<b>Conditional uses.</b>
<b>18.45.040</b>	<b>Accessory uses.</b>
<b>18.45.050</b>	<b>Parking.</b>
<b>18.45.060</b>	<b>Yards.</b>
<b>18.45.070</b>	<b>Height limitations.</b>
<b>18.45.080</b>	<b>Building site area.</b>

**18.45.010 Intent.**

The primary purpose of and application of this district shall be to provide suitable lands and locations for various retail, service and commercial activities.

**18.45.020 Permitted uses.**

The following principal uses are permitted in the C-1 district, when entirely conducted within an enclosed building:

A. Retail stores, including:

1. Bakery,
2. Book or stationery store,
3. Confectionery store,
4. Drugstore, pharmacy,
5. Dry goods or notions store,
6. Florist or gift shop,
7. Grocery, fruit or vegetable stores,
8. Hardware, plumbing or electrical appliance store,
9. Jewelry store,
10. Meat market or delicatessen store,
11. Apparel and Department stores,
12. Amusement enterprises,
13. Antiques stores,
14. Automobile and trailer sales provided that repair work be conducted wholly within a building,
15. Furniture stores,
16. Secondhand stores if conducted wholly within completely enclosed building,
17. Bar, cocktail lounge, and eating and drinking establishments,
18. Liquor store,
19. Sporting goods store;

B. Office or ground space:

1. Automobile parking lot,
2. Offices, business or professional, including financial and insurance;

C. Services:

1. Bank,
2. Barbershop and beauty parlor,
3. Cafe or restaurant (including dancing or entertainment),
4. Church,

5. Clothes cleaning agency and/or pressing establishment,
  6. Club or lodge (nonprofit), fraternal or religious association,
  7. Community center,
  8. Dressmaker or millinery shop,
  9. Clinic,
  10. Laundry agency,
  11. Library,
  12. Photographer,
  13. Post office,
  14. Shoe store and repair,
  15. Tailor,
  16. Motion picture theater,
  17. Blueprinting or Photostatting,
  18. Cleaning and pressing establishment,
  19. Carpenter shop, if conducted wholly within a completely enclosed building and no more than five persons are employed on the premises,
  20. Conservatory of music,
  21. Drive-in or drive-through business,
  22. Fortune telling, clairvoyance or astrology,
  23. Interior decorating store,
  24. Locksmith shop,
  25. Massage parlor,
  26. Medical and dental laboratories,
  27. Mortuary,
  28. Newspaper plants,
  29. Public garage, including automobile repairing, and incidental body work, painting or upholstering, if all operations are conducted wholly within a completely enclosed building; provided, however, that where a public garage is located on a lot which does not abut an alley and is within sixty-five feet of a lot in any R district, the garage wall which parallels the nearest line of such district shall have no opening other than stationary windows,
  30. Public services, including electric distributing substation, fire or police station, telephone exchange, and similar uses,
  31. Theater,
  32. Wedding chapel,
  33. Automobile service station, including facilities for general repair or mechanical washing;
- D. Other uses similar to above if approved by the Planning Commission.

**18.45.030 Conditional uses.**

The following are conditional uses in the C-1 district, and shall be permitted only if approved by the Planning Commission:

- A. Frozen food locker plants (excluding wholesale processing or cold storage);
- B. Plumbing shop;
- C. Printing, lithographing, publishing or reproducing;
- D. Distributors of petroleum products if location is approved by the Planning Commission;
- E. Furniture warehouse, for storing personal household goods, provided the ground floor front is devoted to stores;
- F. Ice storage house;
- G. Trade school, if location is approved by the Planning Commission;
- H. Stadium and commercial recreation enterprise;

- I. Warehouses and storage facilities;
- J. Combination signs, electronic signs, informational kiosks and directory boards, off-site directional signs, off-site advertising signs not exceeding 50 square feet in sign area, tall wall signs, and three-dimensional signs in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.45.060 and 18.45.070.
- K. Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10.
- L. Commercial cannabis distributor pursuant to commercial cannabis license classification 11.
- M. Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12.

**18.45.040 Accessory uses.**

- A. In a C-1 district, a dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or lessee of business premises therein, or by a caretaker or watchman, provided that a minimum fifty percent of the usable floor area is being utilized for the principal permitted use;
- B. Emergency housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan;
- C. Signs and advertising for permitted, accessory or conditional uses in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.45.060 and 18.45.070.

**18.45.050 Parking.**

One parking space shall be provided for each four hundred square feet of usable floor area for all permitted and conditional uses in the C-1 district.

**18.45.060 Yards.**

There shall be no minimum yard requirement in the C-1 district, providing the property does not abut a residential parcel, wherein a setback of twenty feet shall be observed.

**18.45.070 Height limitations.**

No building in a C-1 district shall have a height in excess of forty feet or three stories, or in excess of twenty feet when located within fifty feet of a residential (R) district.

**18.45.080 Building site area.**

The minimum building site area or lot in the C-1 district shall be ten thousand square feet; the minimum width of a lot shall be seventy-five feet.

**Chapter 18.48**  
**C-2 DISTRICTS--HIGHWAY SERVICES**  
**AND TOURIST COMMERCIAL**

**Sections:**

<b>18.48.010</b>	<b>Intent.</b>
<b>18.48.020</b>	<b>Permitted uses.</b>
<b>18.48.030</b>	<b>Conditional uses.</b>
<b>18.48.040</b>	<b>Accessory uses.</b>
<b>18.48.050</b>	<b>Yards.</b>
<b>18.48.060</b>	<b>Height limitations.</b>
<b>18.48.070</b>	<b>Building site area.</b>
<b>18.48.080</b>	<b>Parking.</b>

**18.48.010 Intent.**

The highway services and tourist commercial or C-2 district, is established to provide space for highway and tourist related enterprises adjacent to major routes of travel, so regulated as to prevent the impairment of safe and efficient movement of traffic and to encourage attractive development, compatible with adjacent residential land uses.

**18.48.020 Permitted uses.**

The following principal uses are permitted in a C-2 district, when conducted entirely within a completely enclosed building:

- A. Store for the sale at retail of books, confectionery, dairy products, drugs, flowers, food, gifts, stationery, toys, or variety household goods, excluding secondhand stores;
- B. Barbershop, beauty parlor;
- C. Tailor, dressmaking or shoe repair shop;
- D. Office, bank, rental agency;
- E. Laundry, or dry cleaning pick-up agency, self-service automatic laundry;
- F. Eating establishment including liquor;
- G. Commercial recreation facility;
- H. Social, cultural, religious or philanthropic institution;
- I. Liquor stores;
- J. Motel, motor hotel;
- K. Automobile service station, including facilities for general repair or mechanical washing;
- L. Parking lot for off-site uses, as determined by the Planning Department.
- M. Sale at retail of new or used automotive vehicles, recreational vehicles or boats.

**18.48.030 Conditional uses.**

The following are conditional uses in a C-2 district and shall be permitted only if approved by the Planning Commission:

- A. Any of the uses permitted when combined with or involving any outdoor display of goods or outdoor business activity;
- B. Plant nursery, greenhouse, garden supply store;
- C. Drive-in or drive-through restaurant;
- D. Establishment where liquor is sold for consumption on the premises;
- E. Clinic, hospital, human or animal;
- F. Mobilehome and trailer park (subject to State law);
- G. Warehouses and storage facilities;
- H. Furniture store;
- I. Truck stop;

- J. Child care facility;
- K. Combination signs, electronic signs, informational kiosks and directory boards, off-site directional signs, off-site advertising signs not exceeding 50 square feet in sign area, tall wall signs, and three dimensional signs in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.48.050 and 18.48.060.
- L. Commercial cannabis retailer and delivery, pursuant to commercial cannabis license classification 10.
- M. Commercial cannabis distributor pursuant to commercial cannabis license classification 11.
- N. Commercial cannabis microbusiness pursuant to commercial cannabis license classification 12.

**18.48.040 Accessory uses.**

- A. In a C-2 district, a dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or lessee of business premises therein, or by a caretaker or watchman, provided that a minimum fifty percent of the usable floor area is being utilized for the principal permitted use;
- B. Emergency housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan;
- C. Signs and advertising for permitted, accessory or conditional uses in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.48.050 and 18.48.060.

**18.48.050 Yards.**

The minimum requirements for yards in a C-2 district shall be as follows:

- A. Depth of front yard; Twenty-five feet;
- B. Depth of rear yard: Zero (twenty feet if adjacent to an R district);
- C. Side yards: Zero.

**18.48.060 Height limitations.**

No building in a C-2 district shall have a height in excess of forty feet or three stories, or in excess of twenty feet when located within fifty feet of an R district.

**18.48.070 Building site area.**

The minimum building site area or lot in the C-2 district shall be ten thousand square feet; the minimum width of a lot shall be seventy-five feet.

**18.48.080 Parking.**

One parking space shall be provided for each three hundred square feet of usable floor area for all permitted and conditional uses in the C-2 district.

**Chapter 18.49**  
**C-4 ZONE-HEAVY COMMERCIAL**

**Sections:**

- 18.49.010 Purpose.**
- 18.49.020 Principal permitted uses.**
- 18.49.030 Accessory uses.**
- 18.49.040 Conditional uses.**
- 18.49.050 Development standards.**

**18.49.010 Purpose.**

The intent and purpose of this chapter is to provide a zone for commercial activities which usually are conducted without direct contact with the public. They can be nuisance-producing if located adjacent to residential areas and often require large amounts of space.

**18.49.020 Principal permitted uses.**

The following are the principal permitted uses of the C-4 zone:

- A. Wholesale business, storage buildings, warehouses and vehicle storage areas;
- B. Bakery;
- C. Building material storage yard;
- D. Lumber yard;
- E. Contractor's storage yard;
- F. Cabinet shop;
- G. Plumbing shop;
- H. Machine shop;
- I. Sheet metal shop;
- J. Welding shop;
- K. Truck repairing or overhauling, excluding a truck terminal;
- L. Animal hospitals, kennels and veterinaries;
- M. Assay business, excluding commercial processing of ores;
- N. Auto body repair and painting;
- O. Public and quasi-public buildings and uses of administrative, recreational, educational, religious, cultural, or public utility or service nature;
- P. Any other use or service establishment determined by the Planning Commission to be of the same general character as the foregoing uses, and which will not impair the present or potential use of adjacent properties.

**18.49.030 Accessory uses.**

The following are accessory uses permitted in the C-4 zone:

- A. Accessory buildings and uses customarily incidental to any permitted use when located on the same parcel;
- B. In a C-4 district, a dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or lessee of business premises therein, or by a caretaker or watch person, provided that a minimum fifty percent of the usable floor area is being utilized for the principal permitted use;
- C. Emergency housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan;
- D. Signs and advertising for permitted, accessory or conditional uses in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.49.050.

**18.49.040 Conditional uses.**

The following are conditional uses in the C-4 zone:

- A. Petroleum products storage;
- B. Dismantling or junkyard;
- C. Wood lot;
- D. Race track;
- E. Bottling Plant;
- F. Billboards, combination signs, electronic signs, informational kiosks, off-site directional signs, off-site advertising signs, tall wall signs, and three-dimensional signs in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.49.050.
- G. Floor Area Ratio increases.
- H. Manufactured home sales displays;
- I. Mixed use;
- J. Multiple dwellings.
- K. Non-volatile cannabis manufacturing pursuant to commercial cannabis license classification 6.
- L. Commercial cannabis transportation or distribution facilities pursuant to commercial cannabis license classification 11.
- M. Commercial cannabis testing facilities pursuant to commercial cannabis license classification 8.
- N. Cannabis microbusinesses pursuant to pursuant to commercial cannabis license classification 12.

**18.49.050 Development standards.**

The following are minimum standards for development in the C-4 zone, except as otherwise provided in this title or as modified for conditional uses:

- A. Maximum height of buildings:
  - 1. Principal buildings; three stories or forty feet.
  - 2. Accessory buildings; two stories or twenty-five feet:
- B. Minimum parcel size, ten thousand square feet, except when a greater minimum area is established pursuant to Section 18.78.055;
- C. Parcel width; fifty feet;
- D. Front yard; zero;
- E. Rear yard; zero (twenty feet if adjacent to a R district);
- F. Side yard; zero (five feet for each story if adjacent to a R district):
- G. Distance between buildings on the same parcel; ten feet:
- H. Parking spaces; one per each full time employee plus customer parking and loading space as determined by the use and evaluation of the Planning Director.
- I. Floor Area Ratio, for properties with a General Plan Designation of Heavy Commercial/Commercial Service, the allowable floor area ratio is .4 without a conditional use permit and up to 1.0 with a conditional use permit. For properties with a General Plan Designation of Light Industrial or General Industrial, the allowable floor area ratio is .5 without a conditional use permit and up to 1.2 with a conditional use permit.



**Chapter 18.51**  
**C-3 ADMINISTRATIVE AND**  
**PROFESSIONAL OFFICES ZONE**

**Sections:**

- 18.51.010 Intent.**
- 18.51.020 Permitted uses.**
- 18.51.030 Conditional uses.**
- 18.51.040 Accessory uses.**
- 18.51.050 Minimum development standards.**

**18.51.010 Intent.**

The administrative office or C-3 districts are established to provide a suitable location for offices for professional services and those business activities which are related to professional type services and which will be compatible with professional service type uses.

**18.51.020 Permitted uses.**

The following uses shall be permitted in the C-3 district, plus such other uses as the Planning Commission may deem to be similar and not detrimental to other uses permitted in this zone subject to Section 18.81.020 of this title:

- A. Office or office building for the conduct of business, professional or administrative services;
- B. Bank or loan agency;
- C. Church;
- D. Medical or dental offices;
- E. Medical, dental and optical clinics or laboratories (not including the manufacture of pharmaceuticals or other products);
- F. Public and quasi-public buildings and uses of an administrative, recreational, educational, religious nature, but not including corporation yards, storage or repair yards, and warehouses;
- G. Photographic studio (excluding retail sales of equipment or supplies).

**18.51.030 Conditional uses.**

The following are conditional uses in a C-3 district and shall be permitted only if approved by the Planning Commission:

- A. Pharmacy, limited to the sale of drugs and medical supplies;
- B. Restaurant or store needed to serve the occupants of existing buildings in the same district, or their clients or patrons;
- C. Parking lot;
- D. Public utility substation or facility, not including any service yard or repair shop;
- E. Mortuary establishment;
- F. Informational kiosks and directory boards, in compliance with the requirements of Chapter 18.75 and subject to the requirements of Section 18.51.050.

**18.51.040 Accessory uses.**

- A. In a C-3 district, a dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or a lessee of business premises therein, or by a caretaker or watchman, provided a minimum fifty percent of the usable floor area is being utilized for the principal permitted use;
- B. Emergency Housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan;
- C. Signs and advertising for permitted, accessory or conditional uses in compliance with the requirements of Chapter 18.75 and subject to the requirements of Section 18.51.050.

**18.51.050 Minimum development standards.**

The following minimum standards are established for development in the C-3 (administrative and professional offices) zone, except as otherwise provided in this title or as modified for conditional uses:

- A. Maximum height of buildings;
  - 1. Principal - 3 stories or forty feet;
- B. Minimum parcel size: Seven thousand five hundred square feet;
- C. Minimum parcel width: Sixty feet;
- D. Front yard: None required;
- E. Rear yard: None required;
- F. Side Yard: None required, except for those side yards abutting an R district, which shall be not less than that required by the abutting R zone;
- G. Distance between buildings on the same parcel: Ten feet;
- H. Off-street parking required: One parking space shall be provided on-site for each two hundred square feet of usable floor area.

## **Chapter 18.54**

### **C-5 ZONE - COMMERCIAL RECREATION**

#### **Sections:**

- 18.54.010 Purpose.**
- 18.54.020 Principal Permitted uses.**
- 18.54.030 Conditional uses.**
- 18.54.040 Accessory uses.**
- 18.54.050 Development standards.**

#### **18.54.010 Purpose.**

The intent and purpose of this chapter is to provide a zone for commercially operated recreational activities, including resorts, lodges, motels, restaurants, general stores, campgrounds, mobilehome parks, service stations, dude ranches, and other uses oriented primarily to the traveler and tourist.

#### **18.54.020 Principal permitted uses.**

The following are the principal permitted uses of the C-5 zone:

- A. Hotel, lodge or motel;
- B. Dude/fishing ranch;
- C. Spa;
- D. Restaurant and bar;
- E. Riding stable and pack station;
- F. General store;
- G. Service station;
- H. Agriculture and grazing;
- I. Any other use or service establishment determined by the Planning Commission to be of the same general character as the foregoing uses, and which will not impair the present or potential use of adjacent properties.

#### **18.54.030 Accessory uses.**

The following are accessory uses permitted in the C-5 zone:

- A. Dwellings of persons regularly employed on the premises for commercial recreational activities. Mobilehomes may be used for this purpose;
- B. Private garages, parking areas and other structures used for storage of equipment appurtenant to a permitted use;

- C. Signs and advertising for permitted, accessory or conditional uses in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.54.050.
- D. Other uses and accessory buildings customarily appurtenant and clearly incidental to a permitted use;
- E. Emergency housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan.

**18.54.040 Conditional uses.**

The following are conditional uses in the C-5 zone:

- A. Campground;
- B. Golf course;
- C. Mobilehome park;
- D. Recreational vehicle storage;
- E. Informational kiosks and directory boards in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.54.050.

**18.54.050 Development standards.**

The following are minimum standards for development in the C-5 zone, except as otherwise provided in this title or as modified for conditional uses:

- A. Maximum height of buildings:
  1. Principal buildings; two and one-half stories or thirty feet,
  2. Accessory buildings; two stories or twenty-five feet;
- B. Minimum parcel size; five acres, except when a greater minimum area is established pursuant to Section 18.78.055;
- C. Parcel width; three hundred and fifty feet;
- D. Front yard; twenty-five feet;
- E. Rear yard; twenty feet;
- F. Side yard; twenty feet;
- G. Distance between buildings on the same parcel; ten feet;
- H. Parking spaces:
  1. Per dwelling unit; two;
  2. Per lodging unit; one;
  3. Per three hundred square feet of usable public floor space for all permitted and conditional uses; unless otherwise specified;
  4. Per each full-time employee; one.

**Chapter 18.56**  
**M-2 ZONE-LIGHT INDUSTRIAL**

**Sections:**

<b>18.56.010</b>	<b>Purpose.</b>
<b>18.56.020</b>	<b>Principal permitted uses.</b>
<b>18.56.030</b>	<b>Accessory uses.</b>
<b>18.56.040</b>	<b>Conditional uses.</b>
<b>18.56.050</b>	<b>Development standards.</b>

**18.56.010 Purpose.**

The intent and purpose of this chapter is to provide a zone for suitable and appropriate areas for light, less intense, small scale manufacturing activities which normally take place within structures. Limited amount of outdoor storage or activities are acceptable, provided they are clearly accessory and incidental to the main use.

**18.56.020 Principal permitted uses.**

The following are the principal permitted uses of the M-2 zone:

- A. Agriculture uses of any kind; excluding feedlots, poultry ranches or slaughterhouses;
- B. All types of manufacture, processing, treatment or assembly of products other than those which may be obnoxious or offensive by reason of odor, dust, smoke, noise or other similar causes including mineral processing or ore stockpiling;
- C. Wholesale business, storage building and warehouses;
- D. Furniture manufacture;
- E. Trucking terminal;
- F. Laboratory, experimental or testing;
- G. Wood lot;
- H. Public and quasi-public buildings and uses of an administrative, recreational, educational, religious, cultural, or public utility or service nature;
- I. Any other use or service establishment determined by the Planning Commission to be of the same general character as the foregoing uses, and which will not impair the present or potential use of adjacent properties.

**18.56.030 Accessory uses.**

The following are accessory uses permitted in the M-2 zone:

- A. Accessory buildings and uses customarily incidental to any permitted use when located on the same parcel;
- B. One dwelling when occupied solely by a caretaker or watch-man and his family. Dwelling shall be limited to a mobile home;
- C. Emergency housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan;
- D. Signs and advertising for permitted, accessory or conditional uses in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.56.050.

**18.56.040 Conditional uses.**

The following are conditional uses in the M-2 zone:

- A. Petroleum products storage;
- B. Dismantling or junkyard;
- C. Race track;
- D. Bottling plant including retail and wholesale establishments for the distribution of bottled products manufactured or processed by the industry on the same site;

- E. Billboard, electronic sign, informational kiosk, off-site advertising sign, off-site directional sign, and three-dimensional sign in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.56.050.
- F. Floor Area Ratio increases.
- G. Commercial cannabis cultivation up to 10,000 square feet inclusive, of total canopy size on one premises.
- H. Non-volatile commercial cannabis manufacturing pursuant to commercial cannabis license classification 6.
- I. Commercial cannabis transportation or distribution facilities pursuant to commercial cannabis license classification 11.
- J. Commercial cannabis testing facilities pursuant to commercial cannabis license classification 8.
- K. Cannabis microbusinesses pursuant to commercial cannabis license classification 12.

**18.56.050 Development standards.**

The following are minimum standards for development in the M-2 zone except as otherwise provided in this title or as modified for conditional uses:

- A. Maximum height of buildings:
  - 1. Principal buildings; three stories or forty feet. Accessory buildings, two stories or twenty-five feet;
- B. Minimum parcel size; one-half acre, except when a greater minimum area is established pursuant to Section 18.78.055;
- C. Parcel width; seventy-five feet;
- D. Front yard; zero (twenty-five feet for mobile home);
- E. Rear yard; zero (ten feet if adjacent to a R district and for mobile home);
- F. Side yard; zero (five feet for each story if adjacent to a R district and for mobile home);
- G. Distance between buildings on the same parcel; ten feet;
- H. Parking spaces; one per each full-time employee plus customer parking and loading space as determined by the use and evaluation of the Planning Director.
- I. Floor Area Ratio, for properties with a General Plan Designation of Heavy Commercial/Commercial Service, the allowable floor area ratio is .4 without a conditional use permit and up to 1.0 with a conditional use permit. For properties with a General Plan Designation of Light Industrial or General Industrial, the allowable floor area ratio is .5 without a conditional use permit and up to 1.2 with a conditional use permit.

**Chapter 18.57**  
**M-1 DISTRICTS-GENERAL**  
**INDUSTRIAL AND EXTRACTIVE**

**Sections:**

- 18.57.010 Industrial and extractive districts--Generally.**
- 18.57.020 Intent.**
- 18.57.030 Permitted uses.**
- 18.57.040 Conditional uses.**
- 18.57.045 Accessory uses**
- 18.57.050 Accessory buildings.**
- 18.57.060 Similar uses.**
- 18.57.070 Abatement of fumes and odors.**
- 18.57.080 Parking and loading.**
- 18.57.090 Yards.**
- 18.57.100 Height limitations.**
- 18.57.110 Area of building site requirements.**

**18.57.010 Industrial and extractive districts--Generally.**

Certain classes of districts, designated herein by the primary symbol "M" and collectively referred to as "industrial" or "M" districts, are established to provide for the various types of manufacturing, warehousing, processing and mineral extraction activities of Inyo County, California.

**18.57.020 Intent.**

The general industrial and extractive M-1 district is intended to provide space in suitable locations in Inyo County for all types of manufacturing, warehousing, processing, mining, ore reduction, and mineral development activities, provided such activity does not cause pollution of any human or natural resource.

**18.57.030 Permitted uses.**

The following listed uses are permitted uses within the M-1 districts:

- A. Agricultural uses of any kind;
- B. Retail and wholesale establishment for the sale or distribution of products manufactured or produced by the industry on the same site;
- C. Commercial establishments provided as a service to employees of the plant or industry on the same site;
- D. Dwellings to be limited to lots or parcels on which permitted factories, manufacturing plants or industrial uses are located, such dwelling to be used exclusively by the caretaker or superintendent or bona fide employees of such enterprise, and their families. Dwellings shall be limited to mobilehomes and trailers when occupied as a dwelling, provided the factory, plant, or use, is located in a rural area;
- E. Railroad yards;
- F. Airports and landing fields;
- G. Manufacturing uses, as listed:
  - 1. Food and kindred products:
    - a. Sugar
    - b. All other types of food and kindred products
      - i. Felt goods
      - ii. Linen goods
      - iii. Jute goods
      - iv. Cordage and twine,
  - 2. Metal and nonmetallic molding,

3. Leather and leather products:
  - a. Industrial leather belting and packing
  - b. Boot and shoe cut stock and findings,
4. Miscellaneous manufacturing industries:
  - a. Candles
  - b. Mortician's goods
  - c. Beauty and barbershop equipment
  - d. Furs, dressed and dyed;

H. Storage facilities and warehouses.

**18.57.040 Conditional uses.**

The following are conditional uses of the M-1 zone:

- A. Other manufacturing and industrial uses not listed under permitted uses;
- B. Mining and processing of natural resources, including borrow pits, subject to the provisions of the California Surface Mining and Reclamation Act;
- C. Beverage industries including retail and wholesale establishments for the distribution of beverage products manufactured or produced by the industry on the same site;
- D. Billboard, electronic sign, informational kiosk, off-site advertising sign, off site directional sign, and three-dimensional sign in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.57.090 and 18.57.100.
- E. Floor Area Ratio increases.
- F. Public/quasi-public buildings and uses of recreational, religious, cultural or public service nature.
- G. [Commercial cannabis cultivation.](#)
- H. [Non-volatile commercial cannabis manufacturing pursuant to commercial cannabis license classification 6.](#)
- I. [Volatile commercial cannabis manufacturing pursuant to commercial cannabis license classification 7.](#)
- J. [Commercial cannabis transportation or distribution facilities pursuant to commercial cannabis license classification 11.](#)
- K. [Commercial cannabis testing facilities pursuant to commercial cannabis license classification 8.](#)
- L. [Cannabis microbusinesses pursuant to pursuant to commercial cannabis license classification 12.](#)

**18.57.045 Accessory uses**

- A. One dwelling when occupied solely by a caretaker or watch person and his or her family. Dwelling shall be limited to a mobilehome;
- B. Emergency housing, in conformance with the policies stated in the Housing Element of the Inyo County General Plan;
- C. Signs and advertising for any permitted, accessory or conditional use in compliance with the provisions of Chapter 18.75 and subject to the requirements of Sections 18.57.090 and 18.57.100.

**18.57.050 Accessory buildings.**

Any accessory customarily incident to any of the above uses when located on the same lot.

**18.57.060 Similar uses.**

Any use similar to those listed specifically for the M-1 district if the use, location and development plan is approved by the Planning Commission.

**18.57.070 Abatement of fumes and odors.**

Uses in the M-1 district shall be planned, developed, conducted and operated, so that smoke, fumes, dust, odors, liquids and other waste of any kind is confined and/or purified to control pollution of air, soil or water to meet the standards and requirements of the Planning Commission and in such manner as to provide no threat to public health and welfare, or aesthetic value of the County.

**18.57.080 Parking and loading.**

One parking space for each full-time employee shall be provided, plus guest parking and loading space as deemed appropriate by the building inspector as established by the policy of the Planning Commission.

**18.57.090 Yards.**

The minimum requirements for yards in the M-1 district shall be as follows:

- A. Front yard: Twenty-five feet;
- B. Rear yard: Fifteen feet;
- C. Side yards: Ten feet.

**18.57.100 Height limitations.**

Where the M-1 district abuts an R or C district, no building, structure, chimney or other facility within five hundred feet of an R or C district boundary shall exceed thirty-five feet or two and one-half stories in height. In all other cases, approval shall first be obtained from the Planning Commission in cases where a building, structure, chimney, or other facility exceeds forty feet or two and one-half stories in height.

**18.57.110 Area of building site requirements.**

Every lot or building site in an M-1 district shall have an area not less than twenty thousand square feet, and a width of not less than one hundred feet.

**18.57.120 Floor Area Ratio.**

Floor Area Ratio, for properties with a General Plan Designation of Heavy Commercial/Commercial Service, the allowable floor area ratio is .4 without a conditional use permit and up to 1.0 with a conditional use permit. For properties with a General Plan Designation of Light Industrial or General Industrial, the allowable floor area ratio is .5 without a conditional use permit and up to 1.2 with a conditional use permit.



**Chapter 18.61**  
**MH (MOBILEHOME) OVERLAY ZONE**

**Sections:**

**18.61.010 Purpose.**

**18.61.020 Principal permitted uses.**

**18.61.010 Purpose.**

It is the intent and purpose of this chapter to provide flexibility as to the use of mobilehomes as a single-family residential dwelling in various areas of Inyo County. The MH overlay zone is intended to enable the County to selectively permit mobilehomes depending on circumstances and the character of existing development, and planning studies indicating the appropriate type of mobilehome use in various areas of Inyo County. The MH overlay zone is expected to be applied in the rural communities, special service centers, and other residential areas of Inyo County.

**18.61.020 Principal permitted uses.**

The following are the principal permitted uses of the MH overlay zone which shall be in addition to those established by the zone which the MH overlay zone is combined with:

A mobilehome, complying with the provisions of Title 25 of the Administrative Code, may be used as a single-family dwelling.

**Chapter 18.62**  
**AH DISTRICTS - AIRPORT HAZARD OVERLAY**

**Sections:**

<b>18.62.010</b>	<b>Intent.</b>
<b>18.62.020</b>	<b>Surfaces and Zones.</b>
<b>18.62.030</b>	<b>Establishment.</b>
<b>18.62.040</b>	<b>Use restrictions generally.</b>
<b>18.62.050</b>	<b>Height restrictions.</b>
<b>18.62.060</b>	<b>Use restrictions in clear zone and under</b>
<b>18.62.070</b>	<b>Conditional use permit required.</b>
<b>18.62.080</b>	<b>Referral to Federal Aviation Administration.</b>
<b>18.62.090</b>	<b>Conflicting regulations.</b>

**18.62.010 Intent.**

- A. The airport hazard overlay district, designated AH, is established to prevent the creation of airport hazards, thereby protecting the lives and property of users of the various County airports and the occupants of the land in the vicinity of the County airports. The Board of Supervisors finds it necessary to provide height and land use regulations in the vicinity of County airports to protect and promote the health safety, and general welfare of the inhabitants of the County pursuant to the State law. The AH overlay zone district shall be in addition to the underlying zone district regulations with which it is established.
- B. The provisions of this ordinance have been revised to incorporate the "Policy Plan and Airport Comprehensive Land Use Plans" that were adopted by the Inyo County Airport Land Use Commission, in December 1991, pursuant to Section 21670 et seq. of the State of California - Public Utilities Code.

**18.62.020 Surfaces and zone.**

The AH district consists of five surfaces and one zone for the purpose of airport zoning. Each of the surfaces as defined in this section and as depicted on the zoning map the height limitations necessary to accomplish the intent of the AH overlay district. The surfaces and zone of the AH district are as follows:

- A. **Primary Surface.** The primary surface is a surface longitudinally centered on the runway. When the runway has a specifically prepared hard surface, the primary surface extends two hundred feet beyond each end of the runway; but when the runway has no specially prepared hard surface, the primary surface ends at each end of that runway. The elevation of any point of the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is 250 feet for all runways at all airports except for the non precision runways at Bishop and Lone Pine Airports where the width is 500 feet.
- B. **Approach Surface.** The approach surface is a surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. An approach surface is applied to each end of each runway based upon the type of approach available or planned for that runway end. The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of 1,250 feet, at 5,000 feet in length with an approach slope of 20:1, for that end of all runways at all public use airports in Inyo County except for those non precision instrument runways at Bishop and Lone Pine Airports where the approach surface expands uniformly, from the primary surface, to a width of 3,500 feet, at 10,000 feet in length with an approach slope of 34:1.
- C. **Transition Surface.** These surfaces extend outward and upward at right angles to the runway centerline and the runway center line extended at a slope of 7:1 from the sides of the primary

surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.

- D. Horizontal Surface. The horizontal surface is a horizontal plane 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of a specified radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is 5,000 feet for all runways in Inyo County except for those non precision runways at Bishop and Lone Pine Airports where the radius of each arc is 10,000 feet.
- E. Conical Surface. The conical surface is a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of 4,000 feet.
- F. Runway Protection Zone. The runway protection zone is the land area which lies under the approach surface from the end of the primary surface for a distance of 1,000 and feet for all runways at all public use airports in Inyo County except for those non precision runways at Bishop and Lone Pine Airports where the distance is 1,700 feet.

**18.62.030 Establishment.**

In order to implement the purposes of this chapter, the AH zone described by this chapter shall be shown and delineated on the zoning map. The airport hazard overlay zone shall be drawn to scale and is established on and around each of the following public use airports located within the County.

- A. Bishop Airport;
- B. Independence Airport;
- C. Lone Pine Airport;
- D. Shoshone Airport;
- E. Trona Airport;
- F. Death Valley National Monument Airport (Furnace Creek);
- G. Death Valley, Stovepipe Wells Airport.

**18.62.040 Use restrictions generally.**

No use may be made of land within the AH zone which would create electrical interference with radio communication, make it difficult for pilots to distinguish between airport lights and other lights, create glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, or otherwise endanger the landing, takeoff or maneuverability of the aircraft.

**18.62.050 Height restrictions.**

Except as otherwise provided in this chapter, no structure, manmade or natural, shall be erected, altered, or expanded in any portion of the AH zone to a height in excess of the height limit established by each surface, as defined in Section 18.62.020, and as shown on the zoning maps. The datum plane for measurement of such height limits shall be based on the airport elevation.

**18.62.060 Use restrictions in runway protection zone and under approach surfaces.**

Except as otherwise provided in this chapter, no use which would result in a manmade structure or natural object shall be permitted in that portion of the AH zone known as the runway protection zone, as defined in Section 18.62.020 and as shown on the zoning maps. Furthermore, except as otherwise provided in this chapter, no use which would result in a concentration of people, public or private, shall be permitted on property lying within that area outside of the runway protection zone and comprising of the balance of the approach surface as defined in Section 18.62.020 and as shown on the zoning maps. Additionally, residential development shall be limited to no more than four single family dwellings per acre within this area. An occupancy potential of twenty five or more persons shall be considered a concentration of people for the purposes of this chapter.

**18.62.070 Conditional use permit required.**

Before that portion of any nonconforming structure which exceeds height limitations established by this chapter may be structurally altered and before any nonconforming structure or natural growth may be replaced, reconstructed, allowed to grow higher, or replanted, a conditional use permit must be approved by the Planning Commission authorizing such structural alteration, replacement, reconstruction or change. Those portions of an existing nonconforming structure or natural growth below the height limitations established in this chapter shall not be affected by the provisions of this chapter. Minor repair or alteration of nonconforming structures pursuant to Section 18.78.270 shall not require a conditional use permit provided the repair or alteration does not exceed the applicable height limitations.

Pursuant to Section 18.62.050, no structure or manmade or natural object shall be permitted to exceed the established height limits of the AH zone surfaces without first securing a conditional use permit from the County Planning Commission. Except as otherwise provided in this chapter, the conditional use permit process and procedure shall be that contained in Section 18.81.100 et seq.

Pursuant to Section 18.62.060, no structure may be erected in the runway protection zone or use made of land lying within any portion of the approach surface which would result in a concentration of people without first securing a conditional use permit from the County Planning Commission. Except as otherwise provided in this chapter, the conditional use permit process and procedure shall be that contained in Section 18.81.100 et seq.

Issuance of any use or conditional use permit for development of any land use whatsoever, located within any area defined within Section 18.62.020, and as shown on the zoning maps, shall be subject to the grant of an Aviation Easement to the County.

**18.62.080 Referral to Federal Aviation Administration.**

In all cases where a conditional use permit is required pursuant to this chapter to permit a structure, manmade or natural object to exceed the height limitations established in this chapter, the applicant shall be referred to the Federal Aviation Administration for their review pursuant to the requirements of Part 77 of the Federal Aviation Regulations. The conditional use permit application shall include a copy of the Federal Aviation Administration's findings, conclusions, and conditions pursuant to the Part 77 review and this chapter. No action shall be taken by the County until evidence has been produced indicating the Federal Aviation Administration's Part 77 review requirements have been satisfied.

In all other cases where a conditional use permit is required pursuant to this chapter, the Planning Commission may, at its own discretion, refer the project to the Federal Aviation Administration and the California State Division of Aeronautics for their review and comment prior to action by the Planning Commission.

**18.62.090 Conflicting regulations.**

If there is conflict between this chapter and any other ordinances or regulation applicable to the same area or parcel of land, whether the conflict is with respect to the height of structures or trees, the use of land, or any other matter, and whether such other regulations were adopted by the County or by some other public agency, the more stringent regulations shall govern or prevail. Additionally, a collation between this chapter and standards contained within the Noise Element of the County's General Plan is required. In all cases, the standards and requirements of Part 77 of the Federal Aviation Regulations administered by the Federal Aviation Administration shall be held as the minimum necessary to prevent hazards to aviation.

**Chapter 18.63**  
**PP DISTRICTS--PRECISE PLANS**

**Sections:**

- 18.63.010 Establishment and purpose.**
- 18.63.020 Precise plan.**
- 18.63.030 Planning Commission approval of precise plan.**
- 18.63.040 Modification of approved precise plan.**
- 18.63.050 Uses permitted.**
- 18.63.060 Yard requirements.**
- 18.63.070 Lot requirements.**
- 18.63.080 Height limitations.**

**18.63.010 Establishment and purpose.**

There is established a combined land use district known as a precise plan district. The precise plan district consists of those regulations set forth in this chapter, together with the specific regulations in the district which is combined with the precise plan district as incorporated in this district.

The purpose of the precise plan district is to assure that yards, open space, structures, parking, loading facilities, landscaping, streets and similar uses and developments of land within the district will be located in accordance with an approved precise plan providing for compatible developments within the district and a compatible relationship with developments in adjoining districts.

**18.63.020 Precise plan.**

At the time of the application for rezoning, the applicant shall file eight copies of the proposed precise plan drawn to scale and prepared by a licensed architect, landscape architect, civil engineer, or land surveyor, which proposed precise plan shall precisely indicate:

- A. Parcel dimensions in distances and bearings;
- B. All existing and proposed buildings and structures (location);
- C. Yards and open spaces between buildings;
- D. Enclosures, walls, fences (location, height and materials);
- E. Off-street parking (location, number of spaces, dimensions of parking area and internal circulation pattern);
- F. Access (pedestrian, vehicular, service, points of ingress and egress, internal circulation, design and improvements);
- G. Signs (location, size and height, types of materials, text and lighting);
- H. Loading (location, dimensions, number of spaces and internal circulation);
- I. Open storage areas (location and use);
- J. Landscaping (location of all existing trees twenty feet or higher, proposed landscaping plan indicating location and type of trees, shrubs and ground covers);
- K. Lighting (location and general nature);
- L. Street dedications and improvements;
- M. Such other data as may be required under the circumstances of each application to permit the Planning Commission to properly consider the application.

**18.63.030 Planning Commission approval of precise plan.**

No person may build or construct in a precise planned district until the precise plan is approved by the Planning Commission.

**18.63.040 Modification of approved precise plan.**

The Planning Director may, with approval of the Planning Commission, administratively change the precise plan if the change is not contrary to the purpose and intent of the approved precise plan.

**18.63.050 Uses permitted.**

The uses permitted in the precise plan district are the uses authorized in the district which is combined with the precise plan district. If the proposed use requires the issuance of a land use permit, the approval of a precise plan is deemed approval of the land use permit.

**18.63.060 Yard requirements.**

The front, rear and side yard requirements in the precise plan district are those front, rear and side yard requirements which are shown upon the approved precise plan.

**18.63.070 Lot requirements.**

The area, width and depth requirements of the lot in a precise plan district are those area, width and depth requirements established for the land use district which is combined with the precise plan district.

**18.63.080 Height limitations.**

The height limit in the precise plan district is the height limit established for the land use district which is combined with the precise plan district.

**Chapter 18.64**  
**SAHO DISTRICTS--SNOW AVALANCHE**  
**HAZARD OVERLAY**

**Sections:**

- 18.64.010 Purpose.**
- 18.64.020 Principal, Accessory and Conditional Uses.**
- 18.64.030 Development standards.**
- 18.64.040 Implementation.**
- 18.64.050 Additional development standards.**
- 18.64.060 Amendment.**

**18.64.010 Purpose.**

The intent and purpose of this chapter is to provide a mechanism (overlay zone) to advise current and future property owners within officially designated snow-avalanche-hazard areas of the potential for snow avalanches.

**18.64.020 Principal, Accessory and Conditional Uses.**

The uses permitted in the SAHO district are the uses authorized in the district which is combined with SAHO district.

**18.64.030 Development standards.**

All of the listed development standards, as designated in the district with which the SAHO is combined, shall be the same as the underlying district except as specifically stated in Section 18.64.050.

**18.64.040 Implementation.**

- A. Upon completion and acceptance of a snow-avalanche hazard study prepared by a qualified and recognized snow avalanche specialist, the County shall apply this SAHO to those properties identified as within the potential snow avalanche area.
- B. The SAHO shall encompass those areas designated as historical snow-avalanche areas and potential snow avalanche areas (one hundred-year-frequency). Whenever possible, the SAHO shall conform to existing property lines, unless the subject property is of such size or configuration to warrant only a portion of the property to be so designated.
- C. Within sixty days of the application of any SAHO zone to property, the County Planning Department shall send by certified mail to the current property owner, as shown on the latest tax assessment roll, a notification of snow avalanche-hazard. The certified mail receipt shall be kept on file in the office of the Inyo County Planning Department.
- D. Within sixty days of the application of any SAHO zone to property, the County Planning Department shall record, in the office of the County Recorder, a notification of snow avalanche-hazard. The recorded notification of snow avalanche-hazard shall be deemed sufficient notification of future property owners within the designated SAHO zone.

**18.64.050 Additional development standards.**

The following additional development standards are imposed on those properties or those portions of properties located within an SAHO:

- A. Avalanche protective, deflective and preventive structures, devices or earthwork which threaten to deflect avalanches toward property of others, or otherwise threaten to increase the danger to persons or property are prohibited.

**18.64.060 Amendment.**

Any property owner within the SAHO may request a rezoning out of the SAHO. In so doing, the rezoning application must be accompanied with a report prepared by a County-approved recognized and qualified snow-avalanche-hazard expert that demonstrates that the SAHO currently mapped and zoned on the property either does not exist or should be adjusted. If approved, and the entire property is removed

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from the SAHO, the Planning Department shall record, within thirty days, a notice in the office of the County Recorder rescinding the recorded notification of snow-avalanche-hazard on the subject property.  
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**Chapter 18.65**  
**DB DISTRICTS--DENSITY BONUS OVERLAY**

**Sections:**

- 18.65.010 Purpose and intent.**
- 18.65.020 Definitions.**
- 18.65.030 Applicability.**
- 18.65.040 Principal, accessory and conditional uses.**
- 18.65.050 Density.**
- 18.65.060 Building site area/parcel size.**
- 18.65.070 Density bonus concessions--Generally.**
- 18.65.080 Density bonus concessions--Yards.**
- 18.65.090 Plot plan and development plan required.**
- 18.65.100 Management contract required.**
- 18.65.110 Approval required, subject to standards.**

**18.65.010 Purpose and intent.**

The density bonus or "DB" districts are established as overlay zones to provide for increases in housing densities to provide affordable and adequate housing for all residents of the County. The DB district consists of those regulations set forth in the underlying zoning district, except where modified in this chapter.

The intent and purpose of this chapter is to allow the County to work together with housing agencies and the private sector and offer appropriate incentives to encourage development of additional affordable housing as provided by Section 65915 et seq. of the Government Code.

Nothing in this chapter is intended to limit the authority of the County to exercise its police powers to protect the public health, safety and welfare of its citizens through any of the provision of the County subdivision and zoning ordinances (Titles 16 and 18 of this code), except as specifically required by Sections 65589.5 and 65915 of the Government Code.

**18.65.020 Definitions.**

For the purposes of this chapter, the following definitions shall apply:

- A. "Affordable housing development" means a housing development where either (1) a minimum of five dwelling units where twenty percent or more of the units are reserved for occupancy by lower-income households; or (2) a minimum of five dwelling units where ten percent or more of the units are reserved for occupancy by very-low-income households;
- B. "Area median income" means the median household income for the County as determined by the Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105;
- C. "Housing Agency" means an agency approved by the Planning Commission to administer agreements with the applicant/developer to ensure the availability of affordable housing units for target households;
- D. "Lower-income household" means a household whose total income does not exceed eighty percent of the area median income;
- E. "Very-Low-income household" means a household whose total income does not exceed fifty percent of the area median income;
- F. Senior citizen development means a housing development of either (1) a minimum of five dwelling units where fifty percent or more of the units are reserved for occupancy by at least one person sixty-two years of age or older, or (2) a of thirty-five units where fifty percent or more of the units are reserved for occupancy by at least one person fifty-five years of age or older.

**18.65.030 Applicability.**

The DB overlay may be applied to any residential development of five dwelling units or more in any residential zoning district except when there is substantial evidence that any of the following circumstances apply (see Section 65589.5(d)(1)-(6) of the Government Code):

- A. The affordable housing or senior citizen development as proposed would have a specific, adverse impact upon the public health and safety, and there is no feasible method to satisfactorily mitigate or avoid the impact without rendering the development un-affordable to lower-income or very-low income households;
- B. The denial of the affordable housing or senior citizen development or imposition of conditions is required in order to comply with specific State or Federal law, and there is no feasible method to comply without rendering the development un-affordable to lower-income or very-low-income households;
- C. Approval of the affordable housing development would increase the concentration of lower-income or very-low income households in a neighborhood that already has a disproportionately high number of such households and there is no feasible method of approving the development at a different site;
- D. The affordable housing or senior citizen development is proposed on land zoned for agriculture or resource preservation which is surrounded on at least two sides by land being used for such purposes;
- E. Water or wastewater facilities are inadequate to serve the needs of the affordable housing or senior citizen development;
- F. The affordable housing or senior citizen development is inconsistent with the general plan designation as specified in any element of the plan as it existed on the date the application was deemed to be complete.

**18.65.040 Principal, accessory and conditional uses.**

The principal, accessory and conditional uses in the density bonus overlay district are the same as the uses authorized in the zoning district which is combined with the DB district.

**18.65.050 Density.**

The maximum building density for any affordable housing development or senior citizen development shall be twenty-five percent above that permitted in the general plan land use element designation for the subject property. In determining the maximum building density for a development, the number of dwelling units permitted shall be rounded down to the nearest whole number.

**18.65.060 Building site area/parcel size.**

The minimum building site area/parcel size for any affordable housing or senior citizen development pursuant to this chapter shall be reduced to be consistent with the maximum building density under Section 18.65.050. The minimum required width of parcels shall remain as specified in the underlying zoning district.

**18.65.070 Density bonus concessions--Generally.**

Density bonus concessions granted in addition to the twenty-five percent increase above the general plan land use element designation shall be the minimum required to meet the affordability targets mandated by Section 65915 of Government Code. The plot and development plans submitted with the application for the density bonus overlay district shall indicate the density bonus concessions requested.

**18.65.080 Density bonus concessions--Yards.**

Where density bonus concessions are required to meet affordability targets mandated by Section 65915, the minimum yard requirements are as follows:

- A. In an R1, R-2 or RMH district the minimum yard requirements shall be as follows:
  - 1. Depth of front yard, twenty feet;
  - 2. Depth of rear yard, ten feet. In addition, extensions of dwellings into required rear yards pursuant to Sections 18.30.100 and 18.36.100 shall not be permitted;

3. Depth of side yards, three feet.
- B. In an R-3 district the minimum yard requirements shall be as follows:
1. Depth of front yard, five feet, except where the front yard is utilized to provide required parking pursuant to Section 18.34.050 (H);
  2. Depth of rear yard, five feet; zero feet for accessory buildings;
  3. Depth of side yard, five feet; zero feet for accessory buildings;
  4. Distance between buildings on the same property, ten feet.

**18.65.090 Plot plan and development plan required.**

Any application for the density bonus overlay zone shall be in the form and method prescribed by the Planning Director and accompanied by plot and development plans necessary to determine compliance with the purpose, intent and development standards prescribed by the DB overlay. The development plans shall contain sufficient cost and market data based upon the land cost per dwelling unit to assure any density bonus concessions granted are necessary to attain the affordability targets mandated by Section 65915 of the Government Code.

**18.65.100 Management contract required.**

- A. Before any permit to construct is issued in the DB overlay zone, project management plan, in the form of a written contract shall be executed by and between the applicant/developer, housing agency, and County. The contract shall be a recorded document approved by the County counsel as to form and content, and shall set forth sales, re-sales and rental restrictions to ensure that designated units remain available as affordable or senior citizen units, as applicable, for the term of the project under Section 65915(c) of the Government Code.
- B. The management plan shall provide for the housing agency to ensure the financial or age eligibility of applicants for purchase/rental of the affordable housing or senior citizen units for the term of the project. If requested by the housing agency, the management plan shall provide for reimbursement by the applicant/developer of the costs to the housing agency of administering the management plan.

**18.65.110 Approval required, subject to standards.**

As provided by Section 65915 of Government Code, when a developer submits a complete application for a DB overlay, the Planning Commission shall approve the application, unless it documents through findings that there is substantial evidence the project is subject to one or more of the exceptions in Section 18.65.030.

**Chapter 18.66**  
**PUD DISTRICTS - PLANNED UNIT**  
**DEVELOPMENTS**

**Sections:**

- 18.66.010**     **Planned unit developments.**
- 18.66.020**     **Intent.**
- 18.66.030**     **Limitation of application.**
- 18.66.040**     **Pre application conference.**
- 18.66.050**     **Stage development.**
- 18.66.060**     **Application.**
- 18.66.070**     **Findings required.**
- 18.66.080**     **Limitation of residential density.**
- 18.66.090**     **Commission action.**
- 18.66.100**     **Board action.**
- 18.66.110**     **Conformance required.**

**18.66.010**     **Planned unit developments.**

Provisions are made in this section and in Sections 18.66.020-18.66.110 for the adoption by ordinance of more specific plans for the regulation of building, structures and the uses of land, in certain areas herein designated as planned unit developments. When adopted by the Board of Supervisors in conformance to the procedures and subject to the limitations herein set forth, the zoning regulations governing the area included in a planned unit development shall be those contained directly or by reference in the ordinance adopting the same, in lieu of any differing regulations imposed by this chapter upon the district or districts in which the planned unit development is located.

**18.66.020**     **Intent.**

The objective of these provisions is to secure a fuller realization of the general plan of the County and of the purposes of this title than that which would result from the application of the district regulations. It is intended to be applied only to areas, under single or unified ownership or control, which are sufficiently large to allow for overall planning and design in detail so as to secure to the community, the future occupants and the developer, values and amenities greater than those likely to be achieved by the relatively inflexible provisions necessary to regulate the successive development of individual lots by numerous different owners.

**18.66.030**     **Limitation of application.**

The procedure set forth in this chapter for the adoption of a planned unit development shall not apply to any site having a gross area of less than four acres, being either in one ownership or the subject of a joint application filed by all the owners or agents of property therein. The procedure shall not be used unless the proposed development is properly related to the land use, open space, recreation and circulation elements of the general plan of the County for the subject areas. Where concurrent subdivision or subparceling into individual lots or the dedication of any streets is involved, conformity to related ordinances of the County is required, and this procedure shall be concurrent with and supplementary thereto.

**18.66.040**     **Pre application conference.**

Before filing any application for a planned unit development, the prospective applicant shall submit to the Director of Planning preliminary plans and sketches and basic site information for consideration and advice to the applicant as to the relation of the proposal to general developmental objectives to be attained in the area, and as to the policies of the Commission with reference thereto.

**18.66.050**     **Stage development.**

The pre application conferences shall be related to and include an exchange of information concerning the whole of the area owned or controlled and intended by the applicant to be developed under the planned unit development procedure, even though such development is intended to proceed by stages with separate sections being made the subject of separate and successive applications for adoption as planned unit developments.

**18.66.060 Application.**

Every application for a planned unit development shall be filed in conformance to this chapter and shall be accompanied by the following:

- A. A general development plan showing the proposed land ownerships, the uses, dimensions and locations of all proposed structures and of areas reserved for vehicular and pedestrian circulation, open spaces, landscaping, recreation, schools or other public uses;
- B. Architectural drawings and sketches showing the design and character of the proposed uses and their relation to one another;
- C. Tables showing the total number of acres and their distribution by use, and the percentage of the whole designated for dwellings of different types, nonresidential uses, streets, off-street parking, public uses, and usable open spaces;
- D. A time schedule for the proposed development, with evidence of the intent and the ability of the applicant to carry out the plan;
- E. Evidence of the concurrent submission of a tentative subdivision map or of filing for approval of lot cuts, where either is involved, as required by the County code;
- F. Such other pertinent information as the Commission may require to complete its evaluation of the intent and impact of the proposal.

**18.66.070 Findings required.**

After the conclusion of the hearing on an application for a planned unit development, the Planning Commission shall not recommend approval of the proposal unless it finds that the planned unit development as applied for is or may be conditioned to be, in full conformance to the general purposes of this title, and in particular that:

- A. The location, design and proposed uses are compatible with the character of existing development in the vicinity;
- B. The plan will produce internally an environment of stable and desirable character, and not tend to cause any traffic congestion on surrounding or access streets;
- C. The proposed development will be well integrated into its setting, without excessive earth moving or grading or the destruction of desirable natural features;
- D. Provision is made for both public and private open spaces, at least equivalent to that required by the superseded district regulations;
- E. Suitable provision is made, where appropriate, for schools, parks and playgrounds, and for the protection and maintenance of private areas reserved for common use; and
- F. There is reasonable assurance that the applicant intends, and will be able to proceed with the execution of the project without undue delay.

**18.66.080 Limitation of residential density.**

Any increase in the number of dwelling units beyond that which would be permitted under the superseded district regulations shall be limited to that which the Commission finds to be fully compensated for by the quality and distinction of various elements of the architecture and the site plan, including:

- A. The character and magnitude of the provision for both undeveloped and developed common open spaces;
- B. The reduction through efficient design of the total acreage needed for adequate vehicular circulation;
- C. Dedications for public use, if any;
- D. The general excellence of the design as a whole, including among other criteria, the provisions for landscaping, the treatment of pedestrian ways and areas for recreational use, optimum relation to topography and other natural features, and variety of building form and location.

**18.66.090 Commission action.**

At the public hearing on an application for a planned unit development, the Commission shall review the plan and supporting information and may disapprove the application or may make a report to the Board of Supervisors, recommending that the subject area be reclassified as submitted, or subject to additional conditions. The Commission may, before disapproving the application, take action permitting the applicant to revise and resubmit the plan for further review. A final order of disapproval by the Commission shall also be reported to the Board of Supervisors.

**18.66.100 Board action.**

The Board of Supervisors, upon receipt of a report from the Planning Commission relating to an application for a planned unit development, shall take action thereon pursuant to Chapters 18.60-18.69. The adoption of the planned unit development shall constitute a reclassification of the subject property, pursuant to this chapter. Concurrently with its adoption, the Board shall require of the applicant such guarantees as may be appropriate to insure the accomplishment of any public improvements, such grants of easement and development rights, and such arrangements for maintenance of common open spaces as are relevant in the case.

**18.66.110 Conformance required.**

After adoption, and prior to the issuance of any building permit, a final development plan shall be prepared, and a final subdivision map or lot split map recorded, if either is involved, as required by the Inyo County Code. The final development plan shall conform to the ordinance adopting the planned unit development and shall show to scale all buildings, off-street parking facilities, landscaping, finished grades and such other detail as will suffice to indicate conformance to all the features, conditions and characteristics upon which the approval was predicated. The final plan shall be recorded, and a notation of reference thereto shall be made forthwith upon the zoning map. No permit shall thereafter be issued for any building, structure or use except in full conformance to the said final plan. A violation of any part of the plan or of any condition of the approval shall constitute a violation of this title. The Board may, however, by resolution extend any specified time limit, for starting or completing the development of any stage thereof, upon the showing of good faith and effort to comply therewith and failure to so comply by reason of conditions beyond control of the applicant for such extension.

**Chapter 18.69**  
**D DISTRICTS - ARCHITECTURAL**  
**DESIGN CONTROL**

**Sections:**

- 18.69.010 Intent.**
- 18.69.020 Architectural design review Board.**
- 18.69.030 Approval of building plans required.**
- 18.69.040 Approval of building, site and operational plans.**
- 18.69.050 Form of submittal.**
- 18.69.060 Architectural Board not supplanted.**

**18.69.010 Intent.**

The architectural design or "D" district may be combined with any other land use district in order to assure a generally harmonious architectural design to all buildings, landscape features, and uses within certain designated districts of the County.

The Board of Supervisors finds that it is in the public interest for Inyo County to be beautiful, and to preserve and express architecturally and through the use of appropriate building materials, colors, and design the historical western high-desert, culture of the County. This Board finds further that such architectural expression is in the public interest in that it does and will enhance the tourism-based economy of the region. This district is not to be construed as a rigid means for controlling the style of buildings, but rather as a device for encouraging those property owners requesting to be within this design or D district to express the best architectural-landscape design interpretation of the climate, natural environment, regional identity, and way of life of the people of Inyo County. It is the intent of this chapter to preserve and enhance the historical western design and appearance of commercial buildings and structures in the County while providing to each owner and/or operator thereof in complying with this Chapter the freedom and flexibility to choose among a range of designs, materials, and colors.

**18.69.020 Architectural design review Board.**

- A. There is created by this chapter an architectural design review Board to be composed of five persons appointed by the chairman with the consent of a majority vote of the Board of Supervisors. Each appointee shall be a qualified person capable of exercising sound and fair design judgments.
- B. The members shall be:
  - 1. A qualified licensed architect;
  - 2. The Director of Department Public Works;
  - 3. A member of the Planning Commission or a professional city or regional planner.
  - 4. A member of the Chamber of Commerce representing the town or locale in which the D-District has been designated recommended jointly to the Board of Supervisors by that Chamber of Commerce and the Planning Commissioner representing the Supervisorial district in which the D District has been designated.
  - 5. A member of the public residing in the town or locale in which the D-District has been designated, recommended jointly to the Board of Supervisors by the Chamber of Commerce representing that town or locale and the Planning Commissioner representing the Supervisorial district in which the D-district has been designated.
  - 6. In the event the D-District is designated in an area which is not represented by a Chamber of Commerce, the Planning Commissioner representing the Supervisorial district in which the D-District has been designated shall select the members required to be appointed by subsection B.4 and B.5 hereof from the owners of businesses in and residents of that area, respectively, and shall recommend those persons to the Board of Supervisors.

- C. Each member shall serve a term of two years, without compensation, except that two of the original appointees shall serve one year and three others shall serve three-year terms.

**18.69.030 Approval of building plans required.**

- A. Prior to the issuance of a building permit for any new construction or development, or for major modifications to the exterior of existing structures, in an area within a designated D-District building plans, including accurate elevations of each facade and sufficient detailing of exterior materials, shall be submitted by the building inspector to the architectural review Board to enable said Board to determine whether the proposed construction, development, or modification is architecturally acceptable.
- B. The Board, in making its decision, shall be governed by the following criteria:
1. No building shall be permitted the design or exterior appearance which is of such unorthodox or abnormal character in relation to the surroundings as to be unsightly or offensive to generally accepted taste;
  2. No individual building shall be permitted the design or exterior appearance of which is so identical with those adjoining as to create excessive monotony and drabness. In applying this standard to attached or row buildings, to apartment groupings, or commercial and industrial centers, the over-all composition and aesthetic effect shall be considered;
  3. No building shall be permitted where any exposed facade is not constructed or faced with a finished material which is aesthetically compatible with the other facades and presents an attractive appearance to the public and to surrounding properties;
  4. No building shall be permitted to be sited on the property in a manner which would unnecessarily destroy or substantially damage the natural beauty of the area, particularly insofar as it would adversely affect values incident to ownership of land in that area; or which would unreasonably affect adversely the beauty and general enjoyment of existing residences on adjoining properties.
  5. As used above, the terms "exterior appearance" and exposed façade" include the color(s) of the building, structure, development, or modification under consideration by the board.

**18.69.040 Approval of building, site and operational plans.**

- A. Where Required. In the case of certain uses, the character of which could have substantial adverse effect upon the surrounding environment and general character of the County, by reason of the appearance of the structures, arrangement or use of the land, such uses may be required as a qualifying condition to their permissibility for approval of the Planning Commission, building, site and operational plans.
- B. Use by Right not Infringed: Such required approval shall be limited solely to reasonable compliance with design, location, color, and operational requirements and shall not involve the basic permissibility of the use where such use is permitted by right.
- C. Criteria: In determining the acceptability of the building, site or operational plans, the Planning Commission shall take into consideration the following factors as well as any others they deem appropriate:
1. The general design and appearance of any structures in terms of generally accepted standards of good taste and particularly in terms of the relationship and effect upon surrounding properties;
  2. The relationship of structures and uses to each other and to the site, with particular consideration of traffic flow, access, screening of parking and storage areas, and general appearance;
  3. The character of the operation in terms of its impact upon traffic facilities, sewage disposal, water supply, and environmental character with particular consideration of the control of any possible noise, dust, odor or other undesirable operating characteristic.



**18.69.050 Form of submittal.**

Before issuing a building or occupancy and zoning use permit, the building inspector shall submit the necessary building, site and operational plans to the Planning Commission for their consideration. Such plans shall be in reasonable detail to enable the Commission to properly evaluate them and shall specifically include the following:

- A. A site plan of the property accurately dimensioned showing the location of all existing and proposed structures and uses;
- B. General building plans including either elevations or perspective drawings showing the exterior appearance;
- C. A statement describing the basic operational characteristics of the proposed use.

**18.69.060 Architectural Board not supplanted.**

The approval required by this chapter is prerequisite to the determination by the Planning Commission as to the acceptability of the use proposed, but does not supplant the requirement for specific approval by the architectural Board as to appearance of any proposed structures.

**Chapter 18.72**  
**P DISTRICTS--PUBLIC DISTRICTS**

**Sections:**

- 18.72.010 Public districts--Generally.**
- 18.72.020 Intent.**
- 18.72.030 Permitted uses.**
- 18.72.040 Conditional uses.**

**18.72.010 Public districts--Generally.**

Public districts are created to apply to land that is owned by a governmental agency and is in some form of public use, including open space, parks, schools, and other public buildings and facilities. The purpose of designating such land as a "P" district on the zoning map is to relate the zoning map to major elements of actual land use and the County-wide general plan.

**18.72.020 Intent.**

The public use district is intended to provide zoning regulation for such land and buildings as may be used for public purposes, but which may in the future be released for private purposes or which may be developed for more intensive public purposes.

**18.72.030 Permitted uses.**

The following principal uses are permitted in the P district:

- A. Buildings and uses of governmental agencies not subject to regulation by this code;
- B. Public buildings and uses of the County and other governmental agencies that are subject to regulation by this code, when in conformity with the general plan and the provisions of other applicable laws.

**18.72.040 Conditional uses.**

The following are conditional uses in the P district, permitted only when authorized by the Planning Commission:

- A. One dwelling on a lot or parcel where there exists an otherwise permitted use, when such dwelling is to be used exclusively by a caretaker, superintendent, or manager for the existing permitted use; such dwelling may be a mobilehome.

## Chapter 18.75 SIGNS

### Sections:

<b>18.75.010</b>	<b>Purpose and application.</b>
<b>18.75.020</b>	<b>Temporary political signs.</b>
<b>18.75.030</b>	<b>Signs creating traffic hazards prohibited.</b>
<b>18.75.040</b>	<b>Signs defacing natural features prohibited.</b>
<b>18.75.050</b>	<b>Signs maintained in safe condition.</b>
<b>18.75.060</b>	<b>Nonconforming signs.</b>
<b>18.75.070</b>	<b>Abandoned signs.</b>
<b>18.75.080</b>	<b>Summary abatement of signs threatening public safety.</b>
<b>18.75.090</b>	<b>Illumination of signs.</b>
<b>18.75.100</b>	<b>Sign area.</b>
<b>18.75.110</b>	<b>Height of signs.</b>
<b>18.75.120</b>	<b>Permitted signs by zone district.</b>
<b>18.75.130</b>	<b>Planning Director's review.</b>

### **18.75.010 Purpose and application.**

The purpose of this chapter is to control and regulate the construction, location and maintenance of all signs within the unincorporated areas of the County. The regulations in this chapter are intended to encourage the effective use of signs as a means of communication; to maintain and enhance the aesthetic environment and the County's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign restrictions. These general provisions serve as specific development standards to be applied in addition to the basic sign provisions within each zoning district. The regulation and control of signs by this chapter is undertaken to accomplish the above objectives and not to control or regulate the content of signs.

### **18.75.020 Temporary political signs.**

No temporary political sign shall be displayed earlier than ninety days prior to, or later than ten days after, the date of an election.

### **18.75.030 Signs creating traffic hazards prohibited.**

- A. No sign shall be located at or near any road intersection, or any road and driveway intersection, so as to create a traffic hazard by obstructing vision.
- B. No sign shall be located, constructed or lighted so as to interfere with, obstruct the view of, simulate, or be confused, with any official traffic control device. (Reference: Business and Professions Code Section 5403).
- C. No lighted sign shall exceed the illumination standard specified in Section 21466.5 of the California Vehicle Code.

### **18.75.040 Signs defacing natural features prohibited.**

No sign shall be placed upon any tree or painted or drawn upon any rock or other natural feature. (Reference: Business and Professions Code Section 5403).

### **18.75.050 Signs maintained in safe condition.**

No sign shall be erected or maintained in a condition hazardous to persons or property. All signs containing electrical components shall be constructed and maintained to comply with the applicable electrical code and building code. (Reference: Business and Professions Code Section 5403.)

### **18.75.060 Nonconforming signs.**

- A. Any sign lawfully erected and maintained prior to the effective date of this chapter (January 14, 1999), but which does not conform to the provisions of this chapter, or because of a zone change

after the effective date of this chapter affecting the property upon which the sign is located ceases to comply with the applicable zone district regulations, is a nonconforming sign. A sign exceeding the area or height regulations by five percent or less shall not be deemed nonconforming.

- B. No nonconforming sign shall be altered, replaced, enlarged or reconstructed, except in such a manner as to cause the sign to conform fully to this chapter. A nonconforming sign may be maintained or the advertising copy changed without affecting its nonconforming status.
- C. A nonconforming sign destroyed or damaged to the extent of fifty percent or greater of its value as of the date of such destruction or damage ceases to be nonconforming and shall be replaced, removed or repaired in full conformance the provisions of this Title.
- D. Each nonconforming sign, except off-premises signs as discussed in Section 18.75.060 E., shall be removed or altered to conform to this chapter within twelve months from the effective date of this chapter (January 14, 1999) or from the date the sign becomes nonconforming.
- E. No off-premises sign (off-site advertising sign, off-site advertising sign, or billboard) need be removed or altered to conform to this Chapter if said sign was lawfully erected in compliance with state laws and local ordinances and was in existence on January 14, 1999, or was lawfully erected after January 14, 1999. If the County requires such removal, the County shall pay just compensation to the owner of the sign and the owner of the parcel upon which the sign is located. However, nonconforming off-premises advertising signs and billboards located within residential zone districts (RR, RR-Starlite, R-1, R-2, R-3 and RMH) shall be removed or altered to conform to this chapter within the time period set forth in Sections 5412.1 and 5412.3 of the California Business and Professions Code.
- F. The sign owner, or owner of the parcel upon which the sign is located, may request the Planning Director to establish an amortization period in excess of those set forth in subsections D. and E. above if such period is insufficient to reasonably amortize the investment in the sign. Such person may also request an extension of time in which to remove or bring the sign into conformance with the requirements of this Title. The procedure for filing such requests, notice and hearing shall be as prescribed in Section. The Planning Director shall base his/her decision as to the amortization period solely on the following factors for which the applicant has submitted information prior to the Director's review:
  - 1. Original cost of sign;
  - 2. Date of construction and installation;
  - 3. Amortization date for tax purposes;
  - 4. Whether the sign would have a useful value to the owner or lessee if permitted in another location;
  - 5. Residual economic value;
  - 6. Cost of removal;
  - 7. The degree of nonconformance;
  - 8. Whether the owner or lessee is a public agency.Any person dissatisfied with the decision of the Planning Director has the right of appeal pursuant to the procedure set forth in Section 18.81.270 of this Title.
- G. The Planning Director shall give written notice to the sign owner and owner or lessee of the real property of the requirement for removal or alterations upon which the sign is located under this section.

**18.75.070 Abandoned signs.**

- A. Any sign, other than a billboard or off-premises advertising sign, which is not functional, abandoned or which is not used for advertising purposes for a period of one hundred eighty consecutive days, shall be removed from the parcel upon which it is located by the owner of said sign, or the owner or lessee of the parcel upon which the sign is located.

- B. All signs which are not nonconforming signs and which do not conform with the provisions of this chapter, are public nuisances and shall be removed at the expense of the sign owner, and the owner and lessee of the parcel upon which the sign is located.
- C. Any sign that exists as described in subsections A. or B. above, may be abated as rubbish and the costs of abatement recovered pursuant to the procedure set forth in Chapter 7.60 of this Code. The enforcement provisions contained in this subsection shall be in addition to any other remedy provided by law.

**18.75.080 Summary abatement of signs threatening public safety.**

The County planning director, director of public works, building inspector, sheriff or their designees may abate, including by removal, without prior notice and hearing, any sign which poses an immediate threat to the safety of persons or property. Within ten days of summary abatement, the abating official shall make a good faith effort to give written notice of the abatement to the owner of such sign and the owner and lessee of the parcel upon which such sign was located. The sign owner or parcel owner or lessee shall have the right to a hearing pursuant to Section 7.60.090 of this Code to determine the nature of the threat and the appropriateness of the abatement action taken.

**18.75.090 Illumination of signs.**

- A. No sign may be illuminated by intermittent light (flashing sign).
- B. Only billboards, monument signs and wall signs may be externally illuminated.
- C. Business signs may be illuminated only during the hours of operation of the business to which the sign refers.
- D. Only signs displaying a property address may be illuminated in any residential zone district (RR, RR-Starlite, R-1, R-2, R-3 and RMH).

**18.75.100 Sign area.**

In addition to the limits on sign area imposed on various types of sign under Chapter 18.06 of this Title, the following limitations on sign area shall apply in the zones designated:

- A. The amount of signage on any lot zoned Open Space (OS) is permitted as follows:
  1. Advertising or business signs collectively totaling not more than 300 square feet in area are permitted to be placed or erected on each lot for permitted, accessory or conditional uses; no individual sign, however, shall exceed 50 square feet in area.
  2. No more than one monument sign is permitted on each lot.
- B. The amount of signage on any residentially zoned lot (RR, RR-Starlite, R-1, R-2, R-3 and RMH) is permitted as follows:
  1. In any residential zone, no nameplate shall have a sign area in excess of four inches by sixteen inches.
  2. No real estate and/or rider sign shall have a sign area in excess of nine square feet. No more than two such signs shall be placed on any lot.
  3. In the R-3 zone, no channel letter or internally illuminated wall sign shall have a sign area in excess of 25 square feet. No directory sign shall have a sign area in excess of 12 square feet.
- C. The amount of signage on any commercially zoned (C-1, C-2, C-3, C-4 and C-5 districts) lot is permitted as follows:
  1. Advertising or business signs collectively totaling not more than 300 square feet in area are permitted to be placed or erected on each lot containing 10,000 square feet or less; no individual sign, however, shall exceed 50 square feet in area.
  2. Advertising or business signs collectively totaling not more than 300 square feet in area are permitted to be placed or erected on each lot exceeding 10,000 square feet in area at a density ratio of 300 square feet of total collective sign area per 10,000 square feet of lot area, e.g., signs having a collective total area of 450 square feet may be erected or placed on a lot 15,000

square feet in area; no individual sign, however, shall exceed 50 square feet in area and the total collective area of signs upon any such a lot shall not exceed 600 square feet.

3. No more than one pole sign or monument sign is permitted on each lot.
4. Billboards approved as a conditional use in the C-4 zone shall be allowed in addition to the amount of signage authorized under C. 1. and 2., above.

- D. The amount of signage on any industrially zoned (M-1 and M-2) property is permitted as follows:
1. Advertising or business signs collectively totaling not more than 500 square feet in area are permitted to be placed or erected on each lot containing 10,000 square feet or less; no individual sign, however, shall exceed 100 square feet in area.
  2. Advertising or business signs collectively totaling not more than 500 square feet in area are permitted to be placed or erected on each lot exceeding 10,000 square feet in area at a density ratio of 500 square feet of total collective sign area per 10,000 square feet of lot area, e.g., on a lot 15,000 square feet in area signs having a collective total area of 750 square feet may be erected or placed; no individual sign, however, shall exceed 100 square feet in area and the total collective area of signs upon any such a lot shall not exceed 1000 square feet.
  3. Billboards approved as a conditional use shall be allowed in addition to the amount of signage authorized under D. 1. and 2., above.

**18.75.110 Height of signs.**

- A. In the RR, RR- Starlite Estates, R-1, R-1, R-3, and RMH zoned, no sign shall exceed six feet in height.
- B. In the OS, C-1, C-2, C-3, C-4, C-5, M-2, M-1 and P zones, no sign shall exceed 25 feet in height, except billboards under an approved conditional use permit.
- C. In any zone where permitted, monument signs shall not exceed six feet (6') in height.
- D. In any zone where permitted, no roof sign shall extend more than four feet (4') above the roof or cornice line of any main building on the site.

**18.75.120 Permitted signs by zone district.**

The types of signs allowed either as permitted, permitted subject to the Planning Director's review or conditional uses are listed under the specified zoning district in the following table:

## PERMITTED SIGNS BY ZONING DESIGNATION

### Zoning Designation

Type of Sign	OS	RR	RR-Starlite	R-1	RMH	R-2	R-3	C-1	C-2	C-3	C-4	C-5	M-1	M-2	P
Animated Sign	NA	NA	NA	NA	NA	NA	NA	P	P	NA	P	NA	P	P	NA
Awning or Canopy Sign	PDR	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Billboard	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	CUP	NA	CUP	CUP	NA
Blade/bracket Sign	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Business Identification Sign	P	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Cabinet/can Sign	PDR	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Changeable Copy Sign	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Channel Letter Sign	PDR	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P	P
Civic Event Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Combination Sign	NA	NA	NA	NA	NA	NA	NA	CUP	CUP	NA	CUP	NA	CUP	NA	NA
Community and Historical Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Contractor/construction Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Convenience Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Directory Sign	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P	P
Electronic Sign	NA	NA	NA	NA	NA	NA	NA	CUP	CUP	NA	CUP	NA	CUP	CUP	NA
Flashing Sign	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Future Tenant Sign	P	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Governmental Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Grand Opening Sign	PDR	NA	NA	NA	NA	NA	NA	PDR	PDR	PDR	PDR	PDR	PDR	PDR	P
Informational Kiosk	CUP	NA	NA	NA	NA	NA	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	P
Internally Illuminated Sign	P	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P	P
Memorial Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Monument Sign	P	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Nameplate Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Neon Sign	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Off-site Advertising Sign	NA	NA	NA	NA	NA	NA	NA	CUP	CUP	NA	CUP	NA	CUP	CUP	NA
Off-site Directional Sign	CUP	NA	NA	NA	NA	NA	NA	CUP	CUP	NA	CUP	NA	CUP	CUP	NA
On-Site Directional Sign	P	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P	P
Pole Sign	NA	NA	NA	NA	NA	NA	NA	P	P	NA	P	P	P	P	P
Political Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Portable Sign	PDR	NA	NA	NA	NA	NA	NA	PDR	PDR	NA	PDR	NA	NA	NA	NA
Projecting Sign	NA	NA	NA	NA	NA	NA	NA	P	P	NA	NA	NA	NA	NA	NA
Promotional Sign	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	NA
Real Estate Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Rider Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Roof Sign	NA	NA	NA	NA	NA	NA	NA	P	P	NA	P	P	P	P	NA
Special Event Sign	PDR	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Tall Wall Sign	NA	NA	NA	NA	NA	NA	NA	CUP	CUP	NA	CUP	NA	PDR	PDR	NA
Temporary Sign	PDR	NA	NA	NA	NA	NA	PDR	PDR	PDR	PDR	PDR	PDR	PDR	PDR	PDR
Three-dimensional Sign	NA	NA	NA	NA	NA	NA	NA	CUP	CUP	NA	CUP	NA	CUP	CUP	NA
Time/temperature sign	P	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Vehicle Sign	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Type of Sign	OS	RR	RR-Starlite	R-1	RMH	R-2	R-3	C-1	C-2	C-3	C-4	C-5	M-1	M-2	P
Wall Sign	P	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P
Window Sign	P	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	P	P

**Key:** P=Permitted Use PDR=Planning Director Review Required CUP=Conditional Use Permit Required NA=Not Allowed in Zone

**18.75.130 Planning Director's review.**

Certain types of signs are subject to the review of the Planning Director as provided in Section 18.75.120:

- A. Prior to the issuance of a building permit for any sign subject to the review of the Planning Director, building plans, including accurate elevations of the proposed sign and sufficient detailing of exterior materials, shall be submitted by the Building Inspector to the Planning Director to enable the director to determine whether the proposed sign is consistent with the requirements of this chapter and this section.
- B. The Planning Director, in making his/her decision, shall be governed by the following criteria:
  - 1. Sign copy is not subject to the Planning Director's review.
  - 2. No sign shall be permitted the design or appearance which is of such unorthodox or abnormal character in relation to the surrounding properties as to be unsightly or offensive to generally accepted taste;
  - 3. No illuminated sign shall be permitted which would result in light or glare to roads and properties in the vicinity that would result in a significant adverse effect on public safety or a nuisance to surrounding residences;
  - 4. Approval of grand opening and special events signs shall be reserved for the bona-fide establishment of new businesses and events which occur no more than twice in any twelve month period;
  - 5. No sign shall be permitted to be sited on any property in a manner which would unnecessarily destroy or substantially damage the natural beauty of the area, particularly insofar as it would adversely affect values incident to ownership of land in that area; or which would unreasonably affect adversely the beauty and general enjoyment of existing residences on adjoining properties.
  - 5. The Planning Director shall approve, disapprove, or conditionally approve issuance of the building permit for the sign. If a permit is disapproved or conditions imposed as part of the approval, a new building permit application may be submitted at any time, or the decision of the Planning Director may be appealed pursuant to Section 18.81.270 of this Title.
- C. The Planning Director's review is not required to change copy or to repair, maintain, or clean any existing sign.



**Chapter 18.76**  
**REGULATION OF WIRELESS COMMUNICATIONS FACILITIES**

**Sections:**

- 18.76.010 Findings.**
- 18.76.020 Purpose and Authority.**
- 18.76.030 Scope and Applicability.**
- 18.76.040 Definition of Terms.**
- 18.76.050 Wireless Communications Plans and Subsequent Applications.**
- 18.76.060 Conditional Use Permits.**
- 18.76.070 Application Requirements.**
- 18.76.080 Review and Approval Factors - Conditional Use Permits.**
- 18.76.090 Term, Expiration, and Renewal of Conditional Use Permits.**
- 18.76.100 General Requirements.**
- 18.76.110 Financial Assurances.**
- 18.76.120 Notification of Transfer of Ownership.**
- 18.76.130 Abandoned Facilities.**
- 18.76.140 Modification and Revocation of Permits.**
- 18.76.150 Responsibility for Inspection Costs.**

**18.76.010 Findings.**

In enacting this ordinance the Board of Supervisors finds that:

- A. The scenic beauty of Inyo County is a resource that benefits both those who reside in the County as well as those who visit it, and that aesthetic beauty and the benefits it provides can and will be diminished by the unregulated placement of wireless communications facilities in the County.
- B. The unregulated placement of wireless communications facilities in the unincorporated part of the County may result in incompatible land uses and may cause a threat to the health, safety, and welfare of County residents.
- C. The unregulated placement of wireless communications facilities in the unincorporated part of Inyo County may impede and pose a hazard to general aviation airports in the County as well as to the missions of the various U. S. Department of Defense facilities within and adjacent to the County; specifically, the United State Air Force's Flight Test Center at Edwards Air Force Base, the Department of the Navy's Naval Air Warfare Center Weapons Division at China Lake, and the Army's Bicycle Lake Army Airfield at Fort Irwin, as well as to those of the California Institute of Technology's Owens Valley Radio Observatory.
- D. County-wide wireless communications coverage and capability is and will be beneficial to the health, welfare, safety, and convenience of Inyo County residents as well as to those who visit or do business in the County.
- E. For these reasons, the addition of this chapter to the Inyo County Code is necessary to establish and provide County policies, procedures, and standards to govern the location, construction, appearance, modification, and removal of wireless communications facilities and their ancillary facilities in the unincorporated part of Inyo County.

**18.76.020 Purpose and Authority.**

- A. The purpose of this chapter is to facilitate the provision of County-wide wireless communications while addressing the concerns set forth in Section 18.76.010; specifically, to:
  - 1. Ensure that sufficient wireless communications facilities are established to allow for County-wide wireless communications for the safety and convenience of the public;
  - 2. Implement Inyo County's goals of supporting and expanding tourism while maintaining the County's natural environment and rural quality of life;

3. Require that those who intend to construct or operate wireless communications facilities in Inyo County to submit plans concerning those facilities to the County prior to the construction thereof;
  4. Avoid the over-concentration of wireless communications facilities on the limited amount of privately-owned open space, residential, and commercial land in Inyo County;
  5. Enhance the ability of wireless communications services to provide such services in an efficient manner, with minimal adverse impact to the visual and economic character of the County;
  6. Protect residential areas and residential land uses from any adverse impacts of wireless communications facilities and the other structures and construction that support those facilities;
  7. Avoid damage and injury to persons and property that could result from the structural failure of wireless communications facilities and/or supporting structures, through the careful engineering and siting of such facilities and structures;
  8. Minimize the number of wireless communications facilities, support structures, and ancillary facilities in the County;
  9. Ensure that, to the extent feasible, all wireless communications facilities and ancillary facilities in Inyo County are located and designed in a manner that minimizes their visual impact through careful design, siting, landscaping, and the use of alternative designs and camouflaging;
  10. Encourage the placement and joint use or "co-location" of wireless communications facilities on existing structures, as opposed to the construction of new structures and facilities;
  11. Avoid any incompatibility between wireless communication facility-generated radio emissions and the United States military's operations and test programs at Edwards Air Force Base, China Lake Naval Air Weapons Station, and the Fort Irwin National Training Center and the civilian radio astronomy operations of the California Institute of Technology at the Owens Valley Radio Observatory;
  12. Avoid the blight of abandoned wireless communications facilities by ensuring that those who construct or install such facilities post adequate financial mechanisms to assure that such facilities, if abandoned, can be removed and the affected sites reclaimed;
  13. Minimize light pollution from wireless communications facilities.
- B. This chapter is enacted pursuant to the authority given the Board of Supervisors by section 7 of article XI of the California Constitution, section 704 of the Telecommunications Act of 1996 (47 U.S.C. § 332(c)(7)), the Planning and Zoning Law of California (Government Code § 65000 et seq.), and, with respect to lands owned by the United States, by the authority of local governments to apply and enforce environmental laws thereon as recognized by the U.S. Supreme Court in *California Coastal Commission v Granite Rock Company*, 480 U.S. 572 (1987).

**18.76.030 Scope and Applicability.**

- A. Any person who proposes to construct, install, establish, modify, or expand a wireless communications facility in the unincorporated part of Inyo County shall be subject to and comply with all applicable provisions of this chapter.
- B. Any telecommunications facility existing in the unincorporated part of Inyo County on the effective date of the ordinance enacting this chapter shall, to the extent it is not in compliance with the provisions of this chapter, be a considered and treated as a nonconforming use; and on that date the owner or operator of, and any other person responsible for, any such facility shall be subject to and comply with this chapter including, without limit, the requirement for submission and approval of a wireless communications plan in accordance with Section 18.76.050.
- C. The provisions of this chapter shall apply to, and be met by the proponent of, any application or proposal for the modification, expansion, installation, or construction of a wireless communications facility submitted to the Inyo County Planning Department during the time that the interim urgency ordinances enacted by Inyo County concerning such facilities were in effect.

- D. The provisions of this chapter shall apply to, and be met by the proponent of, any application or proposal for the modification, expansion, installation, or construction of a wireless communications facility on land in the unincorporated part of the County owned by the United States but, by such declaration of applicability, the County of Inyo asserts only environmental-review authority, and not land-use authority, over such lands.
- E. Exemptions. Persons who own, operate, or are responsible for the communications facilities listed below shall be exempt from the provisions of this chapter:
  1. Any facility used, exclusively, for public safety purposes by a Public Safety Network or for non-commercial governmental purposes by a public entity;
  2. Any facility used exclusively for the transmission of television and/or radio broadcasts;
  3. Any tower antenna that is owned and operated by a federally-licensed amateur radio station operator or is used exclusively for receive-only antennas;
  4. Any parabolic dish antenna used exclusively for transmission or reception of radio signals associated with satellites.

**18.76.040 Definition of Terms.**

The following terms have the following meanings in this chapter:

- A. "Alternative Design" means the design or configuration of a wireless communications facility such that it is not readily recognizable as communications equipment.
- B. "Ancillary facilities" means all of the buildings, structures, cabinets, vaults, and equipment associated with or required for operation of wireless communications facilities and systems including, without limit, repeaters, equipment housing, fencing, ventilation, and other mechanical equipment; this term shall be interpreted broadly in the administration of this chapter.
- C. "Antenna" means any exterior apparatus designed or intended for telephonic, radio, or television communications through the sending and/or receiving of electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless communications signals, or other communication signals; a parabolic dish antenna used for satellite communications is not included within this definition.
- D. "Applicant" means any person who seeks or who has applied for issuance of any permit or approval required by this chapter, regardless of whether that person has already received a permit or approval pursuant to this chapter.
- E. "CEQA" means the California Environmental Quality Act (Public Resources Code § 21000 et seq.) and the regulatory Guidelines promulgated thereunder.
- F. "Co-location" means the placement of two or more wireless communications facilities in the same or proximate location or on the same support structure.
- G. "Height" means, when referring to ground-mounted wireless communications facilities, the distance between the lowest natural undisturbed ground surface at the base of the facility and the top of the facility or the top of the highest antenna or piece of equipment attached thereto, whichever is greater; for building-mounted wireless communications facilities, "height" means the distance between the top of the building on which the facility is mounted and the top of the facility or any or screening structure, whichever is higher. In determining whether a building-mounted facility exceeds or will exceed the height limitations of the zoning district in which it is or will be located, the height of the facility is the combined height of the building and the facility and/or screening structure.
- H. "Monopole" means a type of tower or structure supporting a wireless communications facility or facilities that is self-supporting and made of a single shaft of wood, steel, concrete, or other material and a platform or racks for the placement of panel antennas.
- I. "Mount" means the structure or surface upon which a wireless communications facility is mounted, and includes the following types of mounts:
  1. Building-mount: A mount in which the facility is placed on the roof or side of a building.
  2. Ground-mounted: A mount in which the facility is mounted on the ground.
  3. Structure-mounted: A mount in which the facility is mounted on or in a structure other than a building.

- J. "Personal wireless service facility" means a facility for the provision of personal wireless services (PCS) as that term is defined in the Telecommunications Act of 1996.
- K. "Wireless communications" means any personal wireless services, as that term is defined in the Federal Telecommunications Act of 1996, including FCC-licensed commercial wireless telecommunications services such as cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, and similar services that currently exist or that may in the future be developed to provide wireless communications services; the term does not include services of any amateur radio facility owned and operated by a federally-licensed amateur radio station operator or used exclusively for "receive-only" antennas, nor does it include non-cellular telephone service.
- L. "Wireless communications facility" means a facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices and includes any transmission tower, antenna, or other facility designed or used for that purpose. For purposes of this chapter, amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not "wireless communications facilities."

**18.76.050 Wireless Communications Plans and Subsequent Applications.**

- A. Any person wishing to construct, install, expand, or modify any wireless telecommunications facility in the unincorporated part of Inyo County shall, prior to such activity, apply for and gain approval by the Inyo County Planning Commission of a wireless communications plan in accordance with this section.
- B. To be considered by the Planning Commission, a proposed wireless service plan shall include, at a minimum, the following:
  - 1. A detailed description of the applicant's existing wireless communications facilities in Inyo County, by size, type, frequency range, configuration/design, coverage area, and relationship to other such facilities.
  - 2. A detailed description of the applicant's plans with respect to wireless communications facilities in Inyo County including the types, configurations, locations, and coverage areas of the facilities it intends to modify, expand, install, construct, operate, lease, or deploy, and the present or anticipated commitments received by the applicant from wireless communications service providers with respect to the use of such facilities.
  - 3. The applicant's commitment to and its methods for meeting, to the maximum extent feasible, the standards and measures in this chapter concerning the design, location, configuration, deployment, and removal of wireless communications facilities in Inyo County, as well as the remediation of former facility sites, and a description of its policies and practices for doing so, all on both a County-wide and facility-specific basis.
  - 4. The applicant's certification that it has provided a copy of its proposed plan to the Department of Defense installations listed below, to the Owens Valley Radio Observatory, and to the operator of every general aviation airport in Inyo County, and a description or copy of any response:
    - a. Air Force Flight Center at Edwards Air Force Base;
    - b. China Lake Naval Air Weapons Station;
    - c. Bicycle Lake Army Airfield at Fort Irwin.
  - 5. The name and address of the applicant's agent for the receipt of correspondence and notices from Inyo County pursuant to this chapter.
- C. Information in an applicant's proposed or approved wireless communications service plan that is either proprietary or a trade secret shall be clearly designated as such by the applicant and shall not be disclosed by the County to third parties unless authorized in writing by the applicant or required by law.
- D. Upon a determination by the Planning Director that an applicant's proposed wireless communications plan is complete, the Planning Commission shall hold a public hearing to consider

whether to approve the plan; the Planning Commission shall be the decision-making body with respect to that act, and its consideration of the plan shall be a discretionary act under CEQA.

- E. After discharging its duties as the environmental review board in accordance with section 15.12.040, the Planning Commission shall approve the wireless communications plan if it finds:
1. That the plan is in substantial compliance with the requirements of this chapter;
  2. That the applicant has made a good faith effort and commitment to meeting the standards and goals of this chapter;
  3. That none of the entities listed in subsection B.4. have interposed an objection to the plan; and
  4. That execution of the plan will not pose or create a threat to the health, safety, or welfare of the public.
- F. Following approval by the Planning Commission of an applicant's wireless communications facilities plan, the applicant may submit to the Inyo County Planning Director applications for the modification, expansion, installation, or construction of wireless communications facilities in the unincorporated part of Inyo County in accordance with section 18.76.070.
- G. The Planning Director shall review the application and determine whether the activity proposed will require a conditional use permit pursuant to this chapter and/or a variance pursuant to chapter 18.81; if it does, the application will be processed accordingly, unless the applicant modifies the application to eliminate that requirement.
- H. If the Planning Director determines that the activity proposed does not require a conditional use permit or a variance and that it is or will be in substantial conformance with the applicant's approved wireless communications plan, the Director shall, except as provided in subsection J., approve and issue a permit for that activity; otherwise the Director shall deny the application; in either case the Director's decision shall be a ministerial act under CEQA.
- I. In order to provide notice to the public and to commence the period for filing any appeal, the Planning Director shall post notice of his/her approval of any application pursuant to this section in a manner similar to that followed with respect to the notice of exemption filed under CEQA.
- J. If the Planning Director determines that extraordinary or unique circumstances attend an application for an activity not requiring a conditional use permit or variance, the Director shall forward the application for consideration by the Planning Commission at a public hearing; in that case the Planning Commission's consideration of the application shall be a discretionary act under CEQA and, in making its decision on the application, the Commission shall apply the standards and be guided by the factors set forth in section 18.76.060 concerning conditional use permits; for purposes of this section, any application which proposes the construction of a road or substantial new construction shall be considered to be an application to which extraordinary circumstances attend.
- K. Once approved, a wireless communications plan may be amended only upon application to, and approval by, the Planning Commission; in considering whether to approve such an amendment, the Planning Commission shall be guided by the relevant portions of this section.

#### **18.76.060 Conditional Use Permits.**

Any person desiring to modify, expand, install, or construct a wireless communications facility in the unincorporated portion of Inyo County that will be either:

- A. Located within, or within 300 feet of, any residential zoning district, i.e. R-1, R-2, R-3, RR, RR-0.5, or RMH; or
- B. Located within an OS, C-1, C-2, C-3, C-4, C-5, M-1, or M-2 zoning district and which, if constructed, will exceed the maximum height allowed in that district for principal permitted uses, shall first procure a conditional use permit in accordance with this chapter and chapter 18.81; no conditional use permit may be sought unless the applicant has a Planning Commission-approved wireless communications plan on file with the Planning Department.

**18.76.070 Application Requirements.**

- A. Any person wishing to modify, expand, install, or construct a wireless communications facility in the unincorporated portion of Inyo County shall, pursuant to section 18.76.050 F. and regardless of the type of approval sought, provide the following to the Inyo County Planning Department:
1. A reference to the portion of the applicant's approved wireless communications plan in which the proposed activity is described and a statement as to how the desired activity or facility is consistent with that plan, as well as a map showing how the proposed facility relates to the applicant's network, if any, of existing and/or proposed facilities sites as described in that plan;
  2. Site plans for the proposed activity or facility, drawn to scale, including any landscaping plans;
  3. A statement that the applicant owns the site or has permission from the landowner to engage in the activity or construct the facility applied for;
  4. A description of all easements on the affected property;
  5. A U.S. Geological Survey topographic map or other similarly-detailed survey, showing topographic contours, the proposed facility and any existing at the site, and all existing and proposed ancillary facilities, roads, fencing, etc.; the map shall depict the site upon which the construction or activity is proposed to be located or occur and the area within a minimum of 300 feet in all directions thereof;
  6. A description of the number, type, dimensions, and radio frequencies of all antennas and equipment cabinets/structures present or proposed for use by the applicant at or near the site;
  7. A map depicting all existing wireless communications facilities within two miles of the proposed facility or site;
  8. A statement as to whether the proposed wireless communications facility is intended to increase the quality or capacity of wireless communications service in an area to which such service has already been extended, or to extend wireless communication service to an unserved area and, in the case of an application for approval of a new wireless communications facility, a certification or other proof that the facility will forthwith be utilized to provide wireless communications service; such other proof shall consist of a lease for the use of the facility, or a letter of intent to enter into such a lease, executed by a provider of wireless communications services;
  9. A statement as to whether and if so how the facility is or will be designed to allow for co-location, as well as a description of how or to what extent the facility and the site upon which it is proposed to be located will meet the General Requirements set forth in section 18.76.100 including, to the extent relevant:
    - a. A description of how the proposed facility has been designed and/or will be installed or constructed so as to be as inconspicuous as possible, including landscaping plans;
    - b. Sample exterior materials and colors of the proposed facility and any ancillary facilities and associated structures such as equipment cabinets and fences;
    - c. Visual impact demonstrations including before and after photo-simulations showing the height, location, and appearance of the proposed facility, as viewed from residences and public thoroughfares and places in the vicinity;
  10. A statement describing the applicant's site selection process and explaining why the applicant is seeking to locate the facility on the site proposed;
  11. For applications for facilities intended to extend wireless communications services to an unserved area, a map based on either radio frequency propagation or similar engineering data, or drive tests at the proposed site and its vicinity, showing estimated coverage of the proposed facility;

12. A statement verifying that the radio-frequency radiation and electromagnetic field emissions of or associated with the proposed facility will, when operating at full strength and capacity, fall within the applicable standards adopted by the Federal Communications Commission and, if the proposed facility is to be co-located with other wireless communications facilities, a similar verification with respect to the cumulative emissions from those facilities;
  13. The applicant's certification that it has provided notice of the application to the Department of Defense installations listed below, to the Owens Valley Radio Observatory, and to the operators of all general aviation airports within five miles of the site of the proposed facility or activity and a description or copy of any response:
    - a. Air Force Flight Test Center at Edwards Air Force Base;
    - b. China Lake Naval Air Weapons Station;
    - c. Bicycle Lake Army Airfield at Fort Irwin.
  14. A plan for the removal of the facility and reclamation of the site upon which it is or will be located, including a time frame for doing so;
  15. In the case of a facility proposed to be located on land owned by the United States, either written approval of the facility from an authorized representative of the federal agency that administers that land, or a statement from that agency stating that it will not consider the proposal until the applicant has first obtained approval thereof from Inyo County pursuant to this chapter.
- B. An applicant may combine or consolidate the maps, data, statements, and other items required by this section as long as that information is fully and clearly provided.
- C. In addition to the above requirements, if an applicant is proposing to place or construct a wireless communications facility on or within 300 feet of a residentially-zoned parcel of land, the Planning Department may, prior to formal acceptance of the application for the facility, convene a "Pre-Development Meeting" concerning the proposed facility among the applicant, members of the Planning Department and other affected County departments, and representatives of other interested public agencies to address any special or unique concerns posed by the application.

**18.76.080 Review and Approval Factors - Conditional Use Permits.**

- A. In addition to the considerations in section 18.81.100, the Inyo County Planning Commission shall consider the following factors in determining whether to approve an application for a conditional use permit for a wireless communications facility:
1. The height of the proposed wireless communications facility, and its proportionality to and compatibility with existing structures;
  2. The proximity of the proposed facility to any residences and/or residential district boundaries;
  3. The zoning and the nature of existing uses on adjacent and nearby properties;
  4. The nature, type, and extent of surrounding tree coverage, foliage, and other landscape features;
  5. The design of the facility, with particular regard for design characteristics that will reduce or eliminate its conspicuousness and/or obtrusiveness;
  6. The proposed ingress and egress to the site of the facility;
  7. The availability and suitability of existing facilities and structures, especially whether suitable alternative sites, for which a conditional use permit would not be required, are available to the applicant.
- B. The Planning Commission shall not approve a conditional use permit for the modification, expansion, installation, or construction of a wireless communications facility unless it finds, in addition to the determinations required by section 18.81.100, that the applicant has, to the maximum extent feasible, designed and configured the facility to meet the requirements and standards set forth in section 18.76.100 and, in the case of a facility to be installed or constructed in

a residential zoning district, that the location of the facility in that district is necessary to provide wireless communications services in that area.

**18.76.090 Term, Expiration, and Renewal of Conditional Use Permits.**

- A. Conditional use permits for wireless communications facilities issued pursuant to this chapter shall expire ten years after their issuance unless the Planning Commission specifies a lesser period when it approves the permit.
- B. Conditional use permits for such facilities may be renewed by the Planning Commission for additional periods if it finds either that:
  - 1. The facility has not had and will not have a significant adverse effect on surrounding land uses or the public; or
  - 2. Despite its adverse effects, replacement or modification of the facility to remove its deleterious effects is not reasonably feasible and removal of the facility would result in a significant and irreplaceable loss of wireless communication coverage.
- C. Notwithstanding the forgoing in this section, the Planning Commission shall renew a conditional use permit when it is shown to the satisfaction of the Commission that failure to do so would deprive the owner, operator, or other responsible person of a reasonable return on the investment made by that person in the permitted facility and in reliance on the conditional use permit; however, any such renewal shall be for the minimum period necessary for the owner, operator, or other responsible person to recoup that investment.

**18.76.100 General Requirements.**

- A. Regardless of the type of County approval required, the following standards, as they may be deemed applicable by the Planning Department, shall be met with respect to any wireless communications facility that is modified, expanded, installed, operated, or constructed in the unincorporated part of Inyo County, and shall be conditions of approval in any permit issued by the County with respect to any such facility:
  - 1. Separation from Residential Use: No wireless communications facility that is designed to be taller than the maximum height allowed for principal permitted uses in the zoning district in which the facility is to be located shall be placed or erected closer than a distance equal to 110% of the height of the facility from any residence.
  - 2. Minimization of Visual Impact: All wireless communications facilities governed by this chapter shall be designed, configured, installed, and constructed so as to minimize their visibility. To this end, the applicant for a County permit for any such activity and the owner or operator of, or other person responsible for, any such facility shall, to the maximum extent reasonably feasible, observe and implement the following measures with respect thereto:
    - a. Co-location/Alternative Design of Facilities: The applicant shall co-locate facilities when it is feasible to do so and when it will mitigate or minimize the adverse effects of the facility on land use compatibility, visual resources, public safety, and/or other environmental factors. Co-location is not required when it will create or increase such adverse effects or technical evidence demonstrates to the satisfaction of the Planning Director or the Planning Commission, as the case may be, that it is not feasible due to physical, spatial, or technological limitations. Fiscal constraints or competitive conflicts are not considered justifiable reasons for not co-locating a new facility.  
No new wireless communications facility may be installed on an undeveloped site unless the facility will blend in with the surrounding natural and/or manmade environment in such a manner so as to be effectively unnoticeable, unless reliable



evidence demonstrating all of the following is provided to the Planning Director or the Planning Commission, as the case may be:

- i. A clear and convincing need for the facility;
  - ii. The infeasibility or undesirability of co-locating the facility; and
  - iii. The inability to develop an alternative design for the facility.
- b. **Ridgeline Sites:** Wireless communications facilities shall be sited below ridgeline and be designed to minimize their profile e.g. screened, depressed, or located behind berms that match the landscape at the site.
  - c. **Alternative-Design/Use of Camouflage:** Wireless communications facilities and all ancillary facilities shall be designed and constructed or installed using such alternative-design techniques, architectural treatments, and/or camouflaging or screening as will, to the greatest extent possible, minimize their visual impact and allow them to blend in with the existing landscape.
  - d. **Colors/painting:** The paint or other finish applied to wireless communications facilities and ancillary facilities, and to all buildings, poles, towers, antenna supports, antennas, fencing, equipment, gates, and other components associated with a wireless communications facility and/or the site upon which it is located and/or the materials out of which they are made, shall be of such non-reflective colors as will, to the greatest extent possible, minimize their visual impact and allow them to blend in with the existing landscape.
  - e. **Support Facilities:** Freestanding, above-ground wireless communications support facilities including equipment shelters shall be no taller than one story and shall be designed and constructed to resemble a structure or facility typically found in the area, or to otherwise blend in with the surroundings; the design must be approved by the Inyo County Planning Director before a building permit for the structure may be issued.
  - f. **Lighting:** Outside lighting is prohibited on wireless communications facilities, ancillary facilities, and supporting structures, and at the site upon which those facilities and structures are located except, and only, to the extent required by the Federal Aviation Administration, the Federal Communications Commission, the Department of Defense, or the Uniform Building Code; to the extent such lighting is required by any of these entities or by the Uniform Building Code, it shall, to the maximum extent feasible, be directed towards the ground and neither cast glare onto adjacent properties, nor disperse into the night sky, nor be a hazard to birds. If necessary, any such required lighting shall be shielded or placed within cowling to prevent it from causing these effects.
  - g. **Dish Design:** Open-mesh design shall be utilized for microwave dishes whenever possible.
  - h. **Area Disturbance/Landscaping:** Disturbance of/to the landscape and terrain shall be avoided, minimized, and mitigated to the degree feasible in the construction, installation, use, and maintenance of any facility governed by this chapter. All applicants and permit holders shall reclaim disturbed landscape areas immediately following construction of the facility. Disturbance of areas surrounding the site shall be avoided or minimized by utilizing existing disturbed areas for the storage of construction materials and equipment, flagging boundaries of the construction area, and notifying workers of these boundaries and other limits of construction and the need to minimize site damage and disturbance.
  - i. **Vegetation:** Wireless communications facilities shall be constructed and installed in such a manner as to maintain and enhance vegetation at the site and existing vegetation shall, to the degree reasonably feasible, be used to screen the facilities.

Native and/or fire-resistant, noninvasive adapted vegetation shall be planted and maintained around the facility, in the vicinity of the project site, and along access roads in appropriate situations, when necessary or desirable to provide screening for the facilities and/or to prevent erosion.

- j. Façade-Mounted Facilities: Façade-mounted wireless communications facilities shall be camouflaged or incorporated into the building upon which it is placed as part of the dominant design element of the building.
  - k. Building-Mounted Facilities: Facilities attached to buildings or structures shall be painted to match the existing structure, unless they are used as a design element consistently throughout the building and will add visual interest to the building. When used as a design element, dummy elements may be required to be installed in order to retain the architectural continuity of the building.
3. Compatibility with Military Operations. Any applicant proposing to install or construct a wireless communications facility that will exceed 85 feet in height and shall, before submitting an application for approval of such facility to Inyo County, notify the Air Force Flight Test Center at Edwards Air Force Base, the Frequency Management Office at the China Lake Naval Air Weapons Station, and the National Training Center and Aviation Air Traffic Control Office at the Bicycle Lake Army Airfield at Fort Irwin of the application and receive written approval thereof from each of those installations. If an applicant provides such notification but receives no response within 45 days thereof, Inyo County shall deem the application approved by the military installation failing to respond.
  4. Harm to Animals: All wireless communications facilities, and all ancillary facilities and other structures associated with or auxiliary to such facilities shall be designed, configured, located, installed, and constructed so as to minimize their deleterious effects on birds and other animals to the greatest extent possible.
  5. Security. Ground-mounted wireless communications facilities shall have appropriate security fencing, gates, and locks. In the instance of a proposed siting on school grounds, day care facility grounds, or in a park or recreational facility, the wireless communications facility, including vehicular ingress and egress, shall be as isolated from, and as minimally intrusive on, those facilities as possible.
  6. Roads: Existing roads shall be utilized for the construction of wireless communications facilities and, once a facility is constructed, for access to the facility for any reason; if no roads exist, they shall be designed and constructed so as to minimize their visibility and erosion-causing effects.
  7. County Zoning Preferences: The County has determined that wireless communications facilities are more compatible with certain land uses than with others, and therefore establishes the following preferential hierarchy to be followed by an applicant, to the extent feasible, when selecting sites for the location of such facilities: the applicant shall attempt first to select sites in the public zoning district, then those in an industrial/manufacturing zoning district, then those in a commercial zoning district, and lastly those in the open space zoning district; sites within a residential zoning district are disfavored.
  8. County Mounting-Style Preferences: The County as determined that certain types of wireless communications facility mountings have less visual impact than others, and therefore establishes the following preferential hierarchy to be followed by an applicant, to the extent feasible, when designing or selecting among mounts for such facilities: the applicant shall attempt first to use a façade mount, then a roof mount, then a ground mount, and lastly a free-standing monopole.
  9. Construction Standards: The design, construction, modification, installation, and expansion of any wireless communication facility or ancillary facility governed by this chapter shall be in conformance with the Uniform Building Code.
  10. Conflict with Federal Law: An applicant need not comply with the requirements of this section to the extent they are preempted by federal law.

**18.76.110 Financial Assurances.**

- A. The Planning Director or the Planning Commission, as the case may be, shall, as a condition of approval of any permit issued pursuant to this chapter for the installation or construction of any wireless communications facility, require the applicant to post a financial assurance mechanism to assure the removal of the facility and reclamation of the site upon which it is located in the event the facility becomes abandoned.
- B. The financial assurance mechanism shall be held until the wireless communications facility is removed, and shall be made payable to the Inyo County Planning Department, which shall use the mechanism solely for the purposes described in subsection A.
- C. The financial assurance may take the form of a surety bond, an irrevocable letter of credit, a certificate of deposit, cash, or such other form as the Planning Department determines is adequate; in any event, the mechanism shall meet the applicable financial assurance guidelines and regulations developed and promulgated under the Surface Mining and Reclamation Act of 1975 (Public Resources Code section 2710 et seq.).
- D. The amount of the financial assurance mechanism shall be calculated based on the reasonably-anticipated cost to remove the facility and to reclaim the site upon which it is located; the amount of the mechanism may be adjusted in the event the facility is modified, a portion of thereof is removed, the site upon which it is located is partially reclaimed, or for any other legitimate reason.
- E. No wireless communications facility shall be installed, constructed, or operated unless the financial assurance mechanism required to be posted in connection with that facility is in full force and effect.

**18.76.120 Notification of Transfer of Ownership.**

Any person to whom a permit has been issued pursuant to this chapter shall notify the Planning Department in writing of the particulars of any purchase, sale, transfer, merger, acquisition, or other event affecting ownership of the entitlements and privileges associated with or arising from that permit; such notification shall be provided within six months of the ownership-affecting event.

**18.76.130 Abandoned Facilities.**

Any wireless communications facility that is not operated on a functional basis for a period of twelve (12) consecutive months shall be deemed abandoned, and the owner or operator of, or other person responsible for, the facility shall remove same within ninety (90) days of its receipt of notification of the Planning Department's determination that the facility has been abandoned. Failure of owner, operator, or other responsible person to timely remove the facility following its receipt of such notice of abandonment shall result in the institution of proceedings for forfeiture the financial assurance mechanism posted in connection with the facility.

**18.76.140 Modification and Revocation of Permits.**

If the Inyo County Planning Commission finds, following a public hearing, that the conditions of approval of any conditional use permit or other permit or authorization issued pursuant to this chapter have not been fulfilled, or that the use or uses allowed by any such permit has or have resulted in a substantial adverse effect on the general welfare of the public or any persons owning, occupying, or using property adjacent or proximate to the site of the permitted activity, or is detrimental to the provision of public facilities or services, the Commission may modify or revoke the permit. If the permit is revoked, the owner or operator of, or other person responsible for, the subject facility shall promptly remove same and reclaim the site upon which it was located to the satisfaction of the Inyo County Planning Director.

**18.76.150 Responsibility for Inspection Costs.**

The owner or operator of, or other person responsible for, a wireless communications facility authorized by a permit issued pursuant to this chapter shall be responsible to the County of Inyo for the

payment of all reasonable costs associated with the necessary inspections of the conditions of approval associated with the permit, including costs incurred by the Inyo County Planning Department, the Inyo County Public Works Department, and any other department of Inyo County.

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## Chapter 18.77

# REGULATION OF WATER TRANSFERS UNDERTAKEN PURSUANT TO WATER CODE SECTION 1810, SALES OF SURFACE WATER OR GROUNDWATER TO THE CITY OF LOS ANGELES, AND THE TRANSFER OR TRANSPORT OF WATER FROM GROUNDWATER BASINS LOCATED IN WHOLE OR IN PART WITHIN THE BOUNDARIES OF INYO COUNTY.

### Sections:

- 18.77.000 **Declarations and Findings.**
- 18.77.050 **Purpose and Intent.**
- 18.77.010 **Scope.**
- 18.77.011 **Definition of Terms Used in this Chapter.**
- 18.77.015 **Conditional Use Permit Requirement.**
- 18.77.020 **Applications.**
- 18.77.025 **Application Processing and Fees.**
- 18.77.030 **Required Findings.**
- 18.77.035 **Monitoring, Groundwater Management and Reporting.**
- 18.77.040 **Procedures.**
- 18.77.045 **Modifications and Revocation.**
- 18.77.050 **Term of Permit.**
- 18.77.055 **Challenge to Water Transfers and Transport.**

### 18.77.000 **Declarations and Findings**

- A. Importance of Water. Adequate supplies of water are vital to the economy and environment of Inyo County and the health, safety and welfare of its citizens.
- B. Water Exports. The City of Los Angeles, with significant environmental, economic and social consequences, has exported substantial amounts of surface water and groundwater from Inyo County.
- C. Proposed Water Transfers. In addition to water exports by Los Angeles, proposals have been made that involve the export of groundwater from Inyo County via the Los Angeles Aqueduct under Water Code Section 1810, the sale of groundwater extracted from Inyo County to the City of Los Angeles, the extraction and export of groundwater from a groundwater basin located in whole or in part in Inyo County, and the transfer or transport of groundwater extracted from within Inyo County from a groundwater basin located in part in Inyo County for use in an area within the same basin, but outside the boundaries of the county.
- D. Importance of Groundwater. Groundwater underlying Inyo County has been and will continue to be an important source of water for agricultural, domestic, municipal, environmental and other purposes.
- E. Water Code Section 1810 Transfers. It is the policy of the State of California to facilitate the voluntary transfer of water and water rights where consistent with the public welfare of the place of export and the place of import. Under California Water Code (hereafter Water Code) Section 1810 et seq., neither the state, nor any regional or local public agency may deny a bonafide transferor of water, as defined, the use of a water conveyance facility which has unused capacity, as defined, for the period of time for which that capacity is available, if fair compensation, as specified, is paid for that use, subject to conditions specified in Water Code Section 1810 (a), (b), (c), and (d). Water Code Section 1810(d) provides that such a transfer of water may be denied if the use of a water conveyance facility will injure any legal user of water, or will unreasonably affect fish, wildlife, or other instream beneficial uses or will unreasonably affect the overall economy or the environment of the county from which the water is being transferred. Transfers of

water from Inyo County undertaken pursuant to Water Code Section 1810 et seq., have the potential to affect the overall economy and/or the environment of Inyo County.

- F. Inyo County/Los Angeles Water Agreement. In 1997, an agreement between the County of Inyo and the City of Los Angeles, which provides for management of the City of Los Angeles' water gathering activities (including groundwater extraction and surface water diversion) within Inyo County, was entered as a final order in Inyo County Superior Court, Case Number 12908. (Hereinafter, "Inyo/Los Angeles Water Agreement.") The Inyo/Los Angeles Water Agreement provides for cooperative management of Los Angeles' water gathering activities by the County of Inyo and the City of Los Angeles in a manner that protects the environment of Inyo County.
- G. Water Sales to Los Angeles. In January 1998, the City of Los Angeles and the County of Inyo (through the Inyo County/Los Angeles Standing Committee) agreed that "[T]he City of Los Angeles will not enter into any agreement to purchase or otherwise acquire water extracted or diverted from within Inyo County unless it has been first informed by the County that the County and the seller have entered into an agreement which provides for the management of the extraction or diversion of the water in a manner that insures the protection of the County's environment and economy. If after such notification, the City of Los Angeles enters into an agreement with the seller to purchase water, the purchase agreement will specifically require, as a continuing condition of the purchase of any water, that the seller be in full compliance with the provisions of the agreement with the County."
- H. Groundwater Transfers. A transfer or transport of groundwater from a groundwater basin located in whole or in part within Inyo County to an area outside of the groundwater basin, and a transfer or transport of groundwater extracted from within Inyo County from a groundwater basin located partially within Inyo County for use in an area within the same basin, but outside the boundaries of Inyo County, have the potential to adversely affect the economy and environment of Inyo County.
- I. Authority to Regulate. Existing law provides the County of Inyo with authority to protect the health, safety and welfare of its citizens, through the regulation of the extraction of groundwater from groundwater basins within Inyo County.
- J. Need for Regulation. It is essential for the protection of the health, safety and welfare of the citizens of Inyo County, and the public benefit of the state, that a transfer of water undertaken pursuant to Water Code 1810, a sale of surface or groundwater to the City of Los Angeles, a transfer or transport of groundwater extracted and exported from a groundwater basin located in whole or in part within the boundaries of Inyo County, and a transfer or transport of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County be regulated in a manner that provides for the protection of the overall environment and economy of Inyo County.

### **18.77.005 Purpose and Intent**

It is the purpose and intent of this chapter to establish an effective county policy that will assure that the overall economy and the environment of Inyo County are protected from the impacts of:

- (1) a water transfer from the unincorporated area of Inyo County undertaken pursuant to Water Code Section 1810 et seq.;
- (2) a sale to the City of Los Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County;
- (3) a transfer or transport of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County, for use in an area outside of the groundwater basin; and
- (4) a transfer or transport of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County.

### **18.77.010 Scope**

- A. Application. Any person who proposes a transfer or transport of water described in 1 through 4 below shall be subject to the provisions of this chapter:
1. A water transfer from the unincorporated area of Inyo County undertaken pursuant to Water Code Section 1810 et seq.
  2. As set forth in the agreement described in Section 18.77.000. G., a sale to the City of Los Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County.
  3. A transfer or transport of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County, for use in an area outside of the groundwater basin.
  4. A transfer or transport of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County, for use in an area within the same basin, but outside the boundaries of Inyo County.
- B. Exemptions. Water transferred or transported as described below shall be exempt from the application of this chapter (Chapter 18.77):
1. A transfer or transport of water by the City of Los Angeles from Inyo County, and an extraction of groundwater or a diversion of surface water from within Inyo County by the City of Los Angeles, that is not a purchase or acquisition of water subject to the agreement described in Section 18.77.000. G.
  2. A transfer or transport of water during periods of emergency declared pursuant to California Government Code Section 8558 that is directly related to the reason or basis for the declaration of the emergency, and that is undertaken in order to prevent or mitigate injury to people, or the flooding or damaging of property.
  3. A transfer or transport of water in the form of manufactured or processed goods or products, agricultural products, or in bottles or any other portable containers including tanker trucks, provided the total transfer or transport via tanker truck or trucks does not exceed one acre foot during a one year period.
  4. A transfer or transport of water over which the County of Inyo lacks the legal authority or jurisdiction to regulate, including a transfer or transport of water extracted or diverted from outside of the boundaries of Inyo County.
- C. Nonconforming Uses. A transfer or transport of water which occurs after the effective date of this ordinance shall be considered a "Nonconforming Use" as set forth in Section 18.78.230 to 18.78.300 of this Code if the transfer or transport meets all of the following criteria:

1. the transfer or transport is substantially similar to a transfer or transport that occurred during the one year period immediately prior to the effective date of this ordinance;
2. the transfer or transport is accomplished by means of substantially the same conveyance facility as was used during the one year period immediately prior to the effective date of this ordinance;
3. the transfer or transport is from substantially the same geographical area of the groundwater basin as during the one year period immediately prior to the effective date of this ordinance;
4. the transfer or transport does not exceed either the highest instantaneous rate, or the highest annual total quantity, of water that was transferred or transported within the twenty year period immediately prior to the effective date of this ordinance; and
5. the transfer or transport will result in the use of the transferred or transported water in substantially the same manner and in substantially the same area as it was used during the one-year period immediately prior to the effective date of this ordinance.

A transfer or transport of water which does not meet all of the criteria described in (1) through (4) above (including a water transfer or transport which once met, but no longer meets all of the criteria) shall not be considered a “Nonconforming Use,” and shall be subject to the provisions of this chapter.

**18.77.011 Definition of Terms Used in this Chapter**

- A. “Extraction” means the process of withdrawing groundwater by pumping or other controlled means.
- B. “Groundwater” means all water below the surface of the earth within the zone below the water table, in which the soil is completely saturated with water, excluding subsurface water that flows in known and definite channels.
- C. “Groundwater Basin” means a groundwater reservoir, defined on the basis of geological and hydrological conditions.
- D. “Groundwater Basin Located in Whole or in Part within Inyo County” means the following groundwater basins identified in California Department of Water Resources Bulletin 118-80, “Ground Water Basins in California:”

<u>Name of Basin</u>	<u>Number of Basin</u>
Owens Valley	6-12
Black Springs Valley	6-13
Fish Lake Valley	6-14
Deep Springs Valley	6-15
Eureka Valley	6-16
Saline Valley	6-17
Death Valley	6-18
Wingate Valley	6-19
Middle Amargosa Valley	6-20
Pahrump Valley	6-28
Mesquite Valley	6-29
Searles Valley	6-52
Indian Wells Valley	6-54
Coso Valley	6-55
Rose Valley	6-56
Darwin Valley	6-57



Panamint Valley	6-58
Fish Slough Valley	6-60
Cameo Area	6-61
Race Track Valley	6-62
Hidden Valley	6-63
Marble Canyon Area	6-64
Cottonwood Spring Area	6-65
Lee Flat	6-66
Santa Rosa Flat	6-68
Cactus Flat	6-70
Coles Flat	6-72
Wild Horse Mesa Area	6-73
Harrisburg Flats	6-74
Wildrose Canyon	6-75
California Valley	6-79
Middle Park Canyon Valley	6-80
Butte Valley	6-81
Spring Canyon Valley	6-82
Furnace Creek Area	6-83
Greenwater Valley	6-84
Gold Valley	6-85
Rhodes Hill Area	6-86

- E. “Overdraft” means the withdrawal of groundwater from a groundwater basin in an amount in excess of the amount of water that recharges the basin over a period of years during which water supply conditions approximate average, and which, if continued over time, could eventually cause the groundwater supply to be exhausted, cause subsidence, cause the water table to drop to a level below where groundwater pumping is no longer economically feasible, or cause a detrimental change in water quality.
- F. “Person” means any natural person, and any corporation, partnership, association, public entity, municipality, and any other entity with legal existence under California law.
- G. “Recharge” means flow of water to groundwater storage from precipitation, infiltration from streams, irrigation, spreading basins, and other sources.
- H. “Surface Water” means water in lakes, streams, ponds, rivers or reservoirs.
- I. “Water Table” means the surface or interface between the zone where the soil is completely saturated with water and the zone where the soil is not completely saturated with water.
- J. “Water Transfer or Transport” means the conveyance of water via aqueduct, ditch, pipeline, flume, natural water course or tanker truck from one area to another: (1) pursuant to Water Code Section 1810 et seq., or (2) pursuant to a sale to the City of Los Angeles, or an acquisition by the City of Los Angeles by means other than a sale, of surface water or groundwater extracted or diverted from within Inyo County, or (3) that involves movement of groundwater extracted from a groundwater basin located in whole or in part within the boundaries of Inyo County for use in an area outside of the groundwater basin, or (4) that involves movement of groundwater extracted from within Inyo County from a groundwater basin partially located within Inyo County for use in an area within the same basin, but outside the boundaries of Inyo County.

### **18.77.015 Conditional Use Permit Requirement**

Any person who proposes a transfer or transport of water described in Section 18.77.010. A. shall, prior to the commencement of the water transfer or transport, first apply for and obtain from the county planning commission a conditional use permit as provided in Chapter 18.81 of this Code.

### **18.77.020 Applications.**

An application for a conditional use permit shall be made on forms, provided by the County Planning Department. The application shall be filed in accord with this chapter, Chapter 18.81, other relevant chapters of this code, and with procedures established by the County Planning Commission.

### **18.77.025 Application Processing and Fees**

- A. Applications. An application for a conditional use permit for a water transfer described in Section 18.77.010. A. shall be processed in the same manner as other conditional use permit applications submitted to the county; however, the Inyo County Water Department and the Inyo County Water Commission (water commission) shall evaluate the hydrogeological and related environmental impacts, and based on its evaluation, shall identify and develop associated mitigation measures, proposed project conditions, the monitoring, groundwater management and/or reporting program, and proposed findings. The water commission shall submit its recommendations to the county planning commission.
- B. Fees. At the time of the filing of the application for a water transfer pursuant to this Chapter, a fee, as established by Section 18.81.190 of this Code, shall be paid to the county planning department.

### **18.77.030 Required Findings**

- A. Findings. A conditional use permit for a transfer or transport of water described in Section 18.77.010.A. shall be approved only if the county planning commission, in consideration of the recommendations submitted by the water commission, finds that the proposed water transfer to be undertaken (subject to proposed conditions to be placed upon the transfer) will not unreasonably affect the overall economy of Inyo County and will not unreasonably affect the environment of Inyo County.
- B. Adverse Effect on the Economy or Environment. A proposed water transfer shall be found by the planning commission to unreasonably affect the overall economy of Inyo County or to unreasonably affect the environment of Inyo County if the commission finds, based on the relevant recommendations submitted by the water commission, that the proposed water transfer including all proposed conditions and mitigation measures, will cause a significant adverse effect or effects on the overall economy or the environment of the county. A determination of whether or not the proposed water transfer will have a significant adverse effect, or whether a mitigation measure or measures will reduce such a significant effect to a less than a significant level, shall be made by reference to the analytical model of the California Environmental Quality Act (California Public Resources Code Section 21,000 et seq.), its guidelines and relevant case law.
- C. Economy. In determining whether a proposed water transfer will unreasonably affect the overall economy of Inyo County, all relevant factors shall be considered, including, but not limited to, potential injuries to legal users of water in the groundwater basin and the county, direct or indirect economic impacts to suppliers, service providers and others in the county, impacts to the tax base of the county, and the cumulative effects of the proposed water transfer when considered together with the effects of past water transfers, past surface and groundwater exports, proposed economic mitigation measures, as well as the effects of approved or anticipated future water transfers and exports, on the county's overall economy.

- D. Environment. In determining whether a proposed water transfer will unreasonably affect the environment of Inyo County, all relevant factors shall be considered, including, but not limited to, effects on fish, wildlife, and other instream uses, effects on water levels in wells, effects on springs and seeps, effects on riparian and groundwater dependent vegetation, effects on rare or endangered plant or animal species, effects on surface water features, recharge to the groundwater basin, effects on the groundwater storage capacity of the basin, potential for overdraft, potential for subsidence, effects on water quality, the capability of the proposed monitoring, groundwater management and/or reporting program to detect and avoid significant adverse impacts and the cumulative effects of the proposed water transfer within the affected groundwater basin, when considered together with the effects of past water transfers, past transfers and water exports, as well as approved and anticipated future water transfers, and water exports from the affected groundwater basin, on the environment.
- E. Evidence. Each finding required to be made by the county planning commission pursuant to this chapter shall be based upon substantial evidence and shall contain a description of the evidence that supports the finding.

#### **18.77.035 Monitoring, Groundwater Management and Reporting**

The county planning commission, in consideration of the relevant recommendations submitted by the water commission, shall approve and incorporate, as appropriate, a monitoring, groundwater management and/or reporting program into each conditional use permit it grants for a transfer or transport of water described in Section 18.77.010.A. The monitoring, groundwater management and/or reporting program shall be of such scope and extent as the commission finds to be necessary to ensure that the proposed water transfer will not unreasonably affect the overall economy or the environment of the county. In determining the scope of a monitoring, groundwater management and/or reporting program, the ability of the proposed program to detect and avoid potential significant adverse effects before such effects occur shall be considered. The monitoring and/or reporting portion of the program shall be in compliance with Chapter 15.44 of this Code. The groundwater management and/or reporting program may include, but shall not be limited to, instream flow measurements, reports of the amounts of surface water diverted and/or amounts of groundwater pumped, monitoring of wells, monitoring of groundwater levels, monitoring of spring and seeps, monitoring of vegetation, wildlife, fish and economic effects and thresholds and/or trigger points which, if reached, will control the extraction of groundwater.

#### **18.77.040 Procedures**

Upon completion of the environmental review process and the filing of all required documents, a noticed public hearing will be scheduled and conducted by the county planning commission to consider issuance of any conditional use permit for a water transfer or transport described in Section 18.77.010. A. Such a hearing will be scheduled and conducted in accordance with this Chapter and Chapter 18.81 of this Code.

#### **18.77.045 Modifications and Revocation**

- A. Modification by Request. Any person who has been granted a conditional use permit for a water transfer or transport pursuant to this Chapter may submit an application for a modification of the permit. Any such application shall be submitted and processed as provided in Section 18.81.140 et seq. of this Code.
- B. Modification for Cause. In the event that evidence obtained through the monitoring and/or reporting program, or other evidence, indicates that a water transfer subject to a conditional use permit has unreasonably affected, or has the potential to unreasonably affect, the overall economy or the environment of the county, or that there has been a failure to comply with the provisions of

the permit, the county planning commission shall conduct a noticed public hearing into the matter. If at the conclusion of the hearing, the commission finds that an existing water transfer, if continued, would cause an unreasonable effect on the overall economy or the environment of the county, the commission shall modify the provisions of the conditional use permit to the extent that it finds to be necessary to avoid the occurrence of such an effect. If the commission finds that a water transfer, subject to a conditional use permit has unreasonably affected the overall economy or the environment of the county, the commission shall order the implementation of such mitigation measures as it finds to be necessary to reduce the level of the effect to less than significant; in addition, the commission may modify the conditional use permit to the extent that it finds to be necessary to avoid the occurrence of such unreasonable effects in the future.

- C. **Revocation.** At the conclusion of the public hearing described in subsection B. above, the commission may revoke a conditional use permit granted pursuant to this Chapter if it finds that the water transfer cannot be continued without causing an unreasonable effect on the overall economy or environment of Inyo County, or if the commission finds that there has been a failure to reasonably comply with the terms of the permit. In the event that the commission revokes a permit, the commission may order the former permittee to implement such work as the commission finds is necessary to mitigate any significant adverse effects caused by the water transfer or transport undertaken by the former permittee.

#### **18.77.050 Term of Permit**

Each applicant for a conditional use permit pursuant to this chapter shall specify in the application the duration or term of the permit requested. The county planning commission, in consideration of the relationship of the term of the permit to the potential for the water transfer to unreasonably affect the overall economy or environment of Inyo County, shall, in accordance with Section 18.81.130 of this Code, determine the term of the permit.

#### **18.77.055 Challenge to Water Transfers and Transport**

- A. Existing Conditional Use Permit. Any interested party may challenge the ongoing transfer or transport of water subject to an approved permit during the term of the permit based on allegations that one or more of the following circumstances exists:
1. there has been or is an ongoing violation of one or more conditions of an approved permit; or
  2. the transfer or transport of water pursuant subject to a conditional use permit has unreasonably affected the overall economy or the environment of the county.
- B. No Existing Conditional Use Permit. Any interested party may challenge a transfer or transport of water that is not being undertaken pursuant to an approved conditional use permit based on an allegation that a conditional use permit for the transfer or transport of water is required pursuant to this chapter.
- C. Process. A challenge pursuant to this section shall be commenced by filing with the planning commission a signed written statement setting forth the challenge on a form prescribed by the commission. The statement shall allege circumstances specified in subsections A. or B. above, and shall generally describe facts in support of those alleged circumstances. Within 10 days of receipt of a challenge in compliance with the foregoing requirements, the planning department shall give notice of the challenge to the person undertaking the transfer or transport of water, the challenging party, all affected agencies, and any interested party that has requested such notice. Within 45 days of the receipt of the challenge, the planning department shall complete a review of the facts alleged in the challenge, and based upon this review, shall make a determination whether sufficient evidence has been presented to warrant a hearing by the commission on the challenge. A

notice of this determination, together with the date and time of public hearing by the commission on the challenge, if applicable, shall be provided to the person undertaking the transfer or transport of water, the challenging party, all affected agencies, and any interested party that has requested such notice. Any public hearing on the challenge shall be conducted as provided in this Title.

1. If the challenge pertains to a transfer or transport of water undertaken pursuant to a conditional use permit, the commission's review shall be as set forth in Section 18.77.045.
2. If the challenge pertains to a transfer or transport of water that is not undertaken pursuant to this chapter, the commission shall determine whether such a permit is required. If the commission finds that the transfer or transport requires, and/or previously required, a conditional use permit, and if the commission finds that the transfer or transport of water caused an unreasonable effect on the overall economy or environment of Inyo County, in addition to any other penalties that may be imposed for violation of this Code, the commission may order the person who undertook the transfer or transport to implement such work as the commission finds is necessary to mitigate any significant adverse effects caused by the water transfer or transport undertaken by the person.

D. Standard of Proof. The standard for proof in any such challenge proceeding shall be substantial evidence. The burden of proof shall be upon the person undertaking the transfer or transport of water.

E. Appeals. Appeals of a determination by the planning department or of a planning commission decision may be made as provided in this Title.

**Chapter 18.78**  
**GENERAL REGULATIONS**

**Sections:**

<b>18.78.010</b>	<b>General regulations.</b>
<b>18.78.020</b>	<b>State and Federal laws.</b>
<b>18.78.030</b>	<b>Voting places.</b>
<b>18.78.040</b>	<b>Height limitations--Exceptions.</b>
<b>18.78.050</b>	<b>Prior use permits.</b>
<b>18.78.055</b>	<b>Minimum lot size--Generally.</b>
<b>18.78.057</b>	<b>Minimum lot size--Rezone non applicability.</b>
<b>18.78.060</b>	<b>Yards--Generally.</b>
<b>18.78.070</b>	<b>Rear and side yards.</b>
<b>18.78.080</b>	<b>Front yards.</b>
<b>18.78.090</b>	<b>Yards--Mapped streets.</b>
<b>18.78.100</b>	<b>Front yard exceptions.</b>
<b>18.78.110</b>	<b>Permitted projections into yards.</b>
<b>18.78.120</b>	<b>Accessory uses.</b>
<b>18.78.130</b>	<b>Home occupations.</b>
<b>18.78.140</b>	<b>Swimming pools.</b>
<b>18.78.150</b>	<b>Accessory buildings.</b>
<b>18.78.160</b>	<b>Fences, walls and hedges--Generally.</b>
<b>18.78.170</b>	<b>Fences, walls and hedges--Exceptions to height limitations.</b>
<b>18.78.180</b>	<b>Fences, walls and hedges--Measurement of height.</b>
<b>18.78.190</b>	<b>Temporary uses.</b>
<b>18.78.200</b>	<b>Conditional temporary uses.</b>
<b>18.78.230</b>	<b>Nonconforming uses and buildings.</b>
<b>18.78.240</b>	<b>Nonconforming uses--Changes.</b>
<b>18.78.250</b>	<b>Nonconforming buildings--Changes.</b>
<b>18.78.260</b>	<b>Nonconforming dwelling--Exception.</b>
<b>18.78.270</b>	<b>Nonconforming buildings--Maintenance.</b>
<b>18.78.280</b>	<b>Nonconforming buildings--Restoration.</b>
<b>18.78.290</b>	<b>Nonconforming uses--Termination.</b>
<b>18.78.300</b>	<b>Nonconforming structure Mobilehomes Substitution.</b>
<b>18.78.310</b>	<b>Maintenance of animals.</b>
<b>18.78.320</b>	<b>Pollution prohibited.</b>
<b>18.78.330</b>	<b>Hydroelectric facilities.</b>
<b>18.78.340</b>	<b>Second dwelling units.</b>
<b>18.78.350</b>	<b>Design review approval for mobilehomes.</b>
<b>18.78.360</b>	<b><u>Commercial Cannabis</u></b>

**18.78.010 General regulations.**

The provisions of this title shall be subject to the general regulations, special requirements and exceptions contained in Sections 18.78.020 through 18.78.320.

**18.78.020 State and Federal laws.**

Nothing in this title shall establish rules and regulations where in conflict with State or Federal law.

**18.78.030 Voting places.**

Nothing in this title shall limit or interfere with the temporary use of any property as a public voting place.

**18.78.040 Height limitations-Exceptions.**

The height limitations of this title shall not apply to such features as chimneys, church spires or flag poles.

**18.78.050 Prior use permits.**

A use lawfully established in conformance to the conditions of a use permit issued prior to May 20, 1970, may be continued in conformance to said conditions, subject to any applicable provisions of this title.

**18.78.055 Minimum lot size-Generally.**

Notwithstanding any other provision of this title, any zoning classification of this title may be coupled with a minimum lot size limitation figure which is then an inherent part of that zoning classification. Each of the zoning classifications in this title contains a minimum lot size. That designated minimum size shall control over the provisions of this section, except that a larger minimum size may be substituted.

**18.78.057 Minimum lot size--Rezone non applicability.**

Minimum lot size provisions contained in this title shall not be construed to prohibit rezoning of existing lots which would be of substandard size under the proposed classification where the Planning Commission and the Board of Supervisors find the rezoning to be in the public interest.

**18.78.060 Yards--Generally.**

In order to secure minimum basic provision for light, air, privacy, and safety from fire hazards, every building hereafter constructed shall be upon a lot which provides for the yards specified for the district in which it is located; and Sections 18.78.070 through 18.78.110 shall control.

**18.78.070 Rear and side yards.**

Every required rear yard shall extend across the full width of the lot adjacent to the rear lot line. Every required side yard shall extend along the side lot line from the front yard or, if there is no front yard, shall extend from the front lot line to the rear lot line. The depth of the required rear yard and the width of the required side yard shall be measured inward from and at right angles to the lot line.

**18.78.080 Front yards.**

Every required front yard shall extend across the full width of the lot adjacent to the front lot line. The depth of the required front yard shall be measured inward from and at right angles to the front lot line.

**18.78.090 Yards--Mapped streets.**

Wherever a future width line, established in accordance with the general plan of the County to indicate the proposed opening or widening of any thoroughfare traverses any property, the required depth of a front yard or of an exterior side yard shall be measured inward from such established future street line. Where a street or portion thereof has been established but not dedicated, and the street is generally held open for public use, even though not shown upon the general plan, the Planning Commission shall establish the street lot lines, based on the existing use of such street, and the required yards shall be measured inward therefrom.

**18.78.100 Front yard exceptions.**

The depth of front yard may be reduced as specified in this section; provided, that the exceptions shall not be construed to permit any building to extend over an established future street line or an established front lot line:

- A. A building on a lot between two lots in which existing buildings extend into the required front yard, shall be provided with a front yard not less in depth than the average of that provided on the adjacent lots;
- B. Where the nonconforming front yard exists on only one side of a lot, the building thereon may project into the required front yard by one-half the distance of the extended portion of the building on the adjacent lot;
- C. Where five or more contiguous lots fronting on the same street are developed under concurrent building permits issued to the same builder, the required depth of front may be met by yards of varying depth whose average depth is not less than the minimum specified for the district; provided, that the maximum reduction so allowed shall not exceed twenty percent of the requirements and further that any increased front yard depth over and above twenty percent of the requirement shall not be included in the calculation of the average.

**18.78.110 Permitted projections into yards.**

The following features of a building may project into a required yard to the extent specified:

- A. Cornices, eaves or other architectural features which do not increase the volume enclosed by the building may project but not to exceed two feet;
- B. An uncovered stair, landing or porch which does not extend above the level of the ground floor, except for a protective railing, may project not more than six feet into a front or rear yard, and not more than three feet into a required side yard, but shall not be less than thirty inches from any side lot line.

**18.78.120 Accessory uses.**

An accessory use is permitted in any district, subject to the limitations set forth in this title, when located on the same lot as a lawfully existing principal use to which it is incidental and subordinate. No use shall be deemed to be an accessory use which increases the number of dwelling units on any lot beyond that permitted in the district.

**18.78.130 Home occupations.**

No home occupation shall be deemed to be or be permitted as an accessory use in any R district which involves or requires any of the following:

- A. The employment of help other than members of the resident family;
- B. Any alteration in the residential character of the premises;
- C. Any outdoor storage or display of equipment, appliances, materials or supplies;
- D. Maintenance on the premises of any stock of goods for sale or rental which are not home-made;
- E. Generation of pedestrian or vehicular traffic greater than that normal to the district, or of offensive or objectionable noise, glare, vibration, odor or electrical disturbance;
- F. The use of more than one room in a dwelling unit, or the maintenance of an office open to the general public;
- G. Advertisement of the address of the property to attract customers, clients or the public to the premises.

**18.78.140 Swimming pools.**



A swimming pool is a permitted accessory use in any district; provided, however, that no swimming pool shall be located in a required front yard, or be nearer than three feet to any fence or building wall.

**18.78.150 Accessory buildings.**

No detached accessory building shall be located within ten feet of any building. No detached accessory building shall be located within five feet of the rear or side lot line or have a height in excess of twenty feet except as otherwise specifically provided in the regulations of the specific zoning district. No accessory building shall occupy any part of a required front yard. On a corner lot which abuts a key lot, no accessory building shall be nearer the street than a distance equal to one-half the depth of front yard required on the key lot. Where an accessory garage is accessible to vehicles from an alley, it shall be located not less than thirty feet from the opposite side of the alley and in no case closer than five feet to the rear lot line.

**18.78.160 Fences, walls and hedges-Generally.**

Fences, walls and hedges as regulated in this chapter may occupy any yard area. Except as otherwise provided, no fence, wall or hedge shall have a height in excess of six feet. No fence, wall or hedge in a required front yard, in the required street side yard of a corner lot, or in that part of the rear yard of a corner lot which abuts the required front yard of a key lot, shall have a height in excess of three and one-half feet. The term "wall" as used in this section shall not be deemed to apply to the wall of a building or to the supporting portion of a retaining wall.

**18.78.170 Fences, walls and hedges-Exceptions to height limitations.**

The limitations of this chapter shall not apply where a greater height is required by any other ordinance, or is allowed by a variance or specified in connection with the authorization of a conditional use. A protective fence enclosing any public property or an open area for games or a swimming pool shall not be subject to said limitations, if constructed of wire or steel mesh capable of transmitting at least ninety percent light.

**18.78.180 Fences, walls and hedges-Measurement of height.**

The height of a fence, wall or hedge shall be measured from the finished level of the ground beneath it on the premises required to provide it. Where the fence or hedge rises directly above a retaining wall along a lot line, or above, parallel with and within four feet of such a wall, the permitted height of a fence not required by this title shall be reduced by one-half the height of the supporting portion of the retaining wall, but in no case to less than three feet.

**18.78.190 Temporary uses.**

This title shall not be construed to prohibit the following temporary uses in any district:

- A. A temporary building or use necessary and incidental to the construction of a building or group of buildings, when located in the same or abutting property and only during the period of construction;
- B. A temporary sign placed upon the premises prior to an election by the owner or occupant for the sole purpose of advocating the election of a declared candidate for public office or relating to an election proposition on the ballot;
- C. The open air sale of Christmas trees during the Christmas season, in any C, OS, or M district.

**18.78.200 Conditional temporary uses.**

The following temporary uses are conditional uses in the specified districts, and shall be permitted only if approved by the Planning Commission:

- A. In any R district, a tract and sales office during the period of construction and original sale of the lots or buildings in a new subdivision; provided, that the office and accessory signs allowed by the conditions of the approval shall be removed and all the district regulations applied within ten days after the expiration of a time limitation which shall be specified in each instance;
- B. In any district, a directional sign, which shall consist solely of the name and location of a new tract or subdivision and directions for reaching same; provided that every such sign shall be removed within ten days after the expiration of a time limitation of one year from the date of time approval.

**18.78.210 Signs-General regulations.**

The following regulations shall apply to the various types of signs as defined in this title, subject to any special regulations as to size, location or lighting specified for the district in which the sign is located:

- A. A nameplate, a sale or lease sign, a business sign, or an identifying sign is permitted in any district, when properly qualified as accessory to a principal use on the same premises;
- B. Where the aggregate area of signs is limited, all faces of a sign shall be included in the calculation.

**18.78.220 Signs-Exceptions.**

Nothing in this title shall prevent the display on any premises of any of the following:

- A. Official public signs or notices, house numbers, mailbox identification, street names or signs warning of danger or trespass;
- B. A bulletin board displaying announcements relative to meetings held on the premises of a church or auditorium;
- C. A directory or other exclusively informational listing of tenants' names at the entrance of a building.

**18.78.230 Nonconforming uses and buildings.**

Any use lawfully occupying a building or land, at the time of adoption of the ordinance codified in this title or of any subsequent amendment thereto, which does not conform to the regulations of the district in which it is located is a nonconforming use, and may continue except as otherwise provided herein. Any building lawfully existing, at the time of adoption of the ordinance codified in this title or of any subsequent amendment thereto, which is wholly or partially used for or designed for use contrary to the regulations of the district in which it is located, or which is by reason of its height or bulk, or with respect to the yards or parking spaces about it or in any other manner deficient with respect to such regulations, is a nonconforming building, and may continue except as otherwise provided herein.

**18.78.240 Nonconforming uses-Changes.**

No nonconforming use shall be enlarged or extended so as to occupy a greater area of land or of a building than that occupied at the time it became a nonconforming use.

**18.78.250 Nonconforming buildings-Changes.**

A nonconforming building shall not be enlarged, extended or structurally altered without submission of, and approval by the Planning Commission of a conditional use permit application. No nonconforming use of a building shall be changed to a different nonconforming use, except upon application to and approval by the Planning Commission as provided for a conditional use.

**18.78.260 Nonconforming dwelling-Exception.**

A dwelling in any R district which is nonconforming only with respect to a deficiency in yard dimensions or in parking spaces, may be structurally altered or enlarged; provided that any addition or

enlargement shall itself be fully conforming, and that the number of dwelling units in the structure shall not be increased.

**18.78.270 Nonconforming buildings-Maintenance.**

Ordinary maintenance and minor repair of a nonconforming building is permitted; provided that the aggregate cost of the work done in any period of twelve months on minor alterations or replacement of interior walls, fixtures or plumbing shall not exceed twenty-five percent of the assessed value of the building for the first year in which the work was done.

**18.78.280 Nonconforming buildings - Restoration.**

The restoration of a nonconforming building that is damaged or partially destroyed by fire, explosion, act of God, or of the public enemy to the extent of fifty percent or less shall be permitted; provided that such restoration is permitted by the building code of the County and is started within one year and diligently prosecuted to completion. A nonconforming building that is completely destroyed, or partially destroyed to a greater extent than above specified, shall not be restored except in full conformity with all the regulations of this title. The proportion of damage or partial destruction shall be based upon the ratio of the estimated cost of duplicating the entire structure as it existed prior thereto.

**18.78.290 Nonconforming uses-Termination.**

Whenever a nonconforming use of a building in any district is changed to a conforming use, or is abandoned, such use shall not thereafter be re-established. Where no enclosed building is involved, a nonconforming use shall not be re-established after discontinuance thereof for a period of six months. If the nonconforming use is an advertising sign, it shall be terminated within three years after the date at which it became nonconforming. If the nonconforming use constitutes pollution causing a threat to the health, welfare and aesthetics of the land and people of Inyo County, thereby constituting a nuisance, it shall be terminated within ninety days.

**18.78.300 Nonconforming structure-Mobilehomes-Substitution.**

The substitution of a nonconforming mobilehome structure for another such structure will be permitted if such substitution is made within six months of the removal of the nonconforming structure, and if the substitute structure utilizes the same site and utility facilities.

**18.78.310 Maintenance of Animals**

- A. The maintenance of animals in the Residential and Mobilehome Combined (RMH), One Family Residential (R-1), Two Family Residential (R-2), and Multiple Residential (R-3) zones on lots of less than one-half (1/2) acre are permitted as an accessory use subject to the following conditions:
1. Domestic pets such as dogs and cats are permitted.
  2. No animals of any kind shall be bred, raised, maintained, or slaughtered for any commercial purpose.
  3. No large livestock or large farm animals such as horses, mules, donkeys, cattle, shall be bred, raised, maintained or slaughtered for any purpose.
  4. Small livestock or small farm animals such as pigs, goats, sheep, pigeons, poultry, and rabbits may be bred, raised, or maintained for domestic or educational purposes subject to the following restrictions:
    - (a) Pigs, goats, sheep, and similar animals shall not exceed (2) in number;
    - (b) Pigeons, poultry, rabbits, and similar animals shall not exceed twenty-five (25) in number;
    - (c) No structure or shelter for animals shall be located closer than five feet (5') to any property line;

- (d) Maximum height of any structure, or shelter for animals shall be twenty feet (20');
- 5. The breeding, raising, maintenance of animals allowed by paragraph A. of this section, shall comply with all other State and County requirements and ordinances.
- B. The maintenance of animals in the Residential and Mobilehome Combined (RMH), One Family Residential (R-1), Two Family Residential (R-2), and Multiple Residential (R-3) zones on lots of one-half (1/2) acre or more, and in all other zones regardless of lot size, shall be permitted as an accessory use so long as such use complies with all other State and County requirements and ordinances.

**18.78.320 Pollution prohibited.**

Any use which pollutes any human or natural resource is prohibited in all zoning designations.

**18.78.330 Hydroelectric facilities.**

The construction and operation of hydroelectric facilities shall be a conditional use in all zones. Hydroelectric facilities shall include but not be limited to diversion structures, penstocks, generating facilities and electrical distribution lines. Hydroelectric facilities located on Federal lands or on privately owned lands which generate electricity which is utilized solely on that property for domestic purposes shall be exempted from this provision.

**18.78.340 Second Dwelling Units.**

Second dwelling units are permitted in areas within the OS-40, RR, RR-0.5-Starlite Estates, R-1, and RMH zones in accordance with the following:

- A. No second dwelling unit may be constructed or established in any of the above described zones unless the owner of the property concerned has first obtained a conditional use permit pursuant to the procedures set forth in Chapter 18.81 and this Section 18.78.340.
- B. No conditional use permit shall be issued for a second dwelling unit in any of the above described zones unless the Planning Commission finds that:
  - 1. The lot upon which the second dwelling unit is to be constructed or established contains an existing single-family dwelling.
  - 2. The second dwelling unit is or will be constructed or established such that it is or will be attached to the existing dwelling and located within the living area of that dwelling or is or will be detached from the existing dwelling, but located entirely on the same lot as the existing dwelling.
  - 3. In the case of a second dwelling unit to be served by a private well and/or sewage system, the applicant has obtained written approval of the construction or establishment of the second dwelling unit from the Inyo County Department of Environmental Health Services.
- C. Except as provided in paragraph D hereof, should the Planning Commission make all of the findings described in paragraph B hereof, it shall grant the application for the second dwelling unit conditional use permit, but shall place the following conditions on that use:
  - 1. The second dwelling unit shall not be offered for sale; rental of the unit shall be permitted.
  - 2. In the case of a second unit attached, or to be attached, to an existing single family residence, the increase in the floor area occasioned by the construction or establishment of the second unit shall not exceed thirty percent (30%) of the existing living area of the single family residence.
  - 3. In the case of a second dwelling unit detached, or to be detached, from an existing single family residence, the total area of the floor space of the second dwelling unit shall not exceed twelve hundred (1,200) square feet.
  - 4. The second dwelling unit, and any construction associated with the second dwelling unit, shall conform to the height, set-back, lot coverage, architectural review, and site-plan review requirements, and all other zoning requirements, applicable generally to residential construction in

the zone in which the property is located and that all fees and charges associated with those reviews and requirements shall be paid by the applicant.

5. The second dwelling unit, and any construction associated with the second dwelling unit, shall meet all applicable building code requirements.
  6. At least two on-site, off-street parking spaces shall be designated and provided, in addition to any parking spaces required due to the presence of the existing single family dwelling.
  7. Any other conditions or requirements determined by the Planning Commission necessary to ensure that the second dwelling unit will neither adversely affect the health or safety of persons living or working in the vicinity nor be materially detrimental to public welfare.
- D. The Planning Commission shall deny an application for a conditional use permit to construct or establish a second dwelling unit if it determines that construction or establishment of the second dwelling unit will, even as it may be conditioned, not be properly related to other uses in the area and to transportation and service facilities in the area or that, under all of the attendant circumstances, the second dwelling unit will adversely affect the health or safety of persons living or working in the vicinity or be materially detrimental to the public welfare.

#### **18.78.350 Design review approval for mobilehomes.**

Prior to the issuance of any building permits for the installation of a mobilehome or for any structural addition to an existing mobilehome in any residential zone which requires compliance with this section and is not subject to the MH (mobilehome) overlay zone, a plot plan and architectural elevations drawn to scale with sufficient detailing of exterior materials shall be submitted to the Planning Director for review and approval. In approving the plans, the Planning Director shall insure that the mobilehome or structural addition complies with the following minimum standards to ensure architectural compatibility with other residential structures in the area:

- A. The mobilehome shall be installed on a permanent foundation and satisfy all requirements of the Inyo County Department of Building and Safety;
- B. The mobilehome shall comply with all requirements of Chapter 14.12 of this code, the Mobilehome Code;
- C. The mobilehome shall have a minimum 3:12 pitch roof and a minimum eaves overhang of twelve inches. A six-inch minimum width fascia board shall run along the top of all roof gables;
- D. Roof materials shall consist of either composite shingles, pressure-treated wood shake shingles, clay tile, or an equivalent material as determined by the Planning Director;
- E. Siding materials of all exposed facades shall consist of a textured material such as stucco, brick, or wood or an equivalent material as determined by the Planning Director.

#### **18.78.360 Commercial Cannabis.**

- A. Conditional use permits are required in all instances of land use involving commercial cannabis activities. Issuance of any conditional use permit for commercial cannabis activities shall be contingent upon the commercial cannabis activity being conducted in compliance with all applicable State and local laws, including but not limited to Inyo County Code Chapters 3.50 (taxes) and 5.40 (business license). The business license required by Chapter 5.40 shall be obtained prior to the planning commission holding a hearing on an application for a conditional use permit pursuant to this section.
- B. Conditional use permits for commercial cannabis activities are potentially available as follows:
  1. Cultivation - in the Open Space, Rural Residential, Heavy Industrial and Extractive, and Light Industrial zones;
  2. Manufacturer Level 1 - in the Heavy Commercial, Light Industrial and Heavy Industrial and Extractive zones;

3. Manufacturer Level 2 - in the General- Industrial and Extractive zone;
  4. Retailer - in the Central Business, General Commercial and Retail, Highway Service and Tourist Commercial; Distributor – in the Heavy Commercial, General Industrial and Extractive and Light Industrial zones; and,
  5. Microbusiness – in the Heavy Commercial, General Industrial and Extractive and Light Industrial zones so long as the authorized microbusiness does not otherwise expand the types of land uses within said zones.
- C. Consistent with California Business and Professions Code section 26054(b), no commercial cannabis activities shall be conditionally permitted on a parcel within a 600-foot radius of a park, or library in existence at the time the conditional use permit application is deemed complete by the Inyo County Planning Department. This section shall not include the area commonly known as “Laws”, provided that any cultivation in Laws shall be indoors and subject to odor mitigation requirements.
- D. Consistent with California Health and Safety Code section 11362.3, no conditional use permit authorizing the smoking of cannabis or cannabis products shall be issued for a parcel within 1000 feet of a park or library while children are present at any such facility.
- E. Additional conditions beyond the minimum standards may be required to mitigate potential impacts identified in the County’s consideration of an application for a conditional use permit for commercial cannabis activity, including, but not limited to, measures to eliminate unnatural light pollution and odors.
- F. In addition to any requirements set forth in Inyo County Code Chapter 18.81, notice shall be provided to all properties located within 1,000-feet of the property the commercial cannabis activity is proposed on.

**Chapter 18.81**  
**PROCEDURES-ENFORCEMENT**

**Sections:**

- 18.81.010 Zoning approval.**
- 18.81.020 Uses not listed.**
- 18.81.030 Administrative orders--Appeal.**
- 18.81.040 Variance--Generally.**
- 18.81.050 Variance Procedure.**
- 18.81.060 Variance--Findings required.**
- 18.81.070 Variance--Conditions.**
- 18.81.080 Variance--Effective date.**
- 18.81.090 Variance--Action by Planning Commission.**
- 18.81.100 Conditional uses--Generally.**
- 18.81.110 Conditional uses--Procedure.**
- 18.81.120 Conditional uses--Action by Planning Commission.**
- 18.81.130 Conditional uses--Limited approval.**
- 18.81.140 Conditional uses--Lapse of approval.**
- 18.81.160 Applications--Generally.**
- 18.81.170 Applications--Where filed.**
- 18.81.180 Applications--Verification.**
- 18.81.190 Applications--Fees.**
- 18.81.195 Applications--Double permit fees.**
- 18.81.200 Applications--Exceptions to fee requirement.**
- 18.81.210 Applications--Effect of denial.**
- 18.81.220 Applications--Address lists required.**
- 18.81.230 Hearings--Generally.**
- 18.81.240 Hearings--Mailed notice.**
- 18.81.250 Hearings--Failure to notify.**
- 18.81.260 Hearings--Continuance.**
- 18.81.270 Appeals--Generally.**
- 18.81.280 Appeals--Transmittal of record.**
- 18.81.290 Appeals--Notice of hearing.**
- 18.81.300 Appeals--Action of Board of Supervisors.**
- 18.81.310 Amendments--Generally.**
- 18.81.320 Amendments--Initiation.**
- 18.81.330 Amendments--Notice of hearing.**
- 18.81.350 Amendments--Action of Board of Supervisors.**
- 18.81.360 Duty of Planning Commission.**
- 18.81.370 Violations--Planning Department action.**
- 18.81.380 Violations--Declared nuisance.**
- 18.81.390 Zoning map of the County.**

**18.81.010 Zoning approval.**

Before issuing a building permit, the building inspector shall require that the proposal be approved as to zoning by the Planning Commission. "Approved as to zoning" means an official notation by the Planning Commission or authorized deputy, upon a building permit or a license, certifying that the proposed building or use is in conformance with the regulations of this title, subject to the conditions, if any, included in the notation.

**18.81.020 Uses not listed.**

Whenever there is doubt as to the district classification of a use not listed in this title, the Planning Commission Department shall make such investigations as are necessary to compare the characteristics of the use in question with those of the listed uses in the various districts. If the use is found to be, in all essentials pertinent to the intent of this title, of the same character as a permitted or as a conditional use in any district or districts, the Department shall so determine. The determination shall be a public record and the Planning Commission shall be informed of such determination.

**18.81.030 Administrative orders--Appeal.**

Any interested person alleging error in any order, requirement or determination made by any employee of the County in the administration of this title may appeal in writing to the Planning Commission within fifteen calendar days of the date thereof. The decision of the Planning Commission in such matters shall be final unless a notice of appeal to the County Board of Supervisors is filed within fifteen calendar days after the date of such decision. Such appeal is subject to an application fee payable to the Clerk of the Board.

**18.81.040 Variances - Generally.**

Upon application in proper form, the terms of this title may be modified, and such variances granted as will not be contrary to its general intent or the public interest, where due to special conditions or exceptional characteristics of the property or its location or surroundings, a literal enforcement would result in practical difficulties or unnecessary hardships.

**18.81.050 Variance - Procedure.**

The Planning Commission shall receive, consider and take action upon every application which is concurrent with an application for a conditional use on the same property, and upon all other variances where a public hearing is required.

**18.81.060 Variance - Findings required.**

A variance shall be granted, in whole or in part, only upon affirmative findings as hereinafter set forth, and otherwise it shall be denied. The following findings are required:

- A. That there are exceptional circumstances applicable to the property involved, or to the intended use, which do not generally apply to other property in the same district;
- B. That the result would not be detrimental to the public welfare, or injurious to property in the vicinity;
- C. That the strict application of the regulation sought to be modified would result in practical difficulties or hardships inconsistent with, and not necessary for the attainment of, the general purpose of this title.

**18.81.070 Variance - Conditions.**

In granting any variance, the character and extent thereof shall be specified, and the variance shall be made subject to such written conditions as may be necessary to secure the intent of the grant. A variance may be made valid only for a specified term. Unless a different period of time is specified, the authorization of any variance shall lapse and be void unless the variance has been used within one year after the date of its approval. Once any portion of a variance is utilized, all of its conditions and limitations shall be operative, and the violation of any part shall constitute a violation of the variance and this title. The Planning Commission may, without a hearing, extend the life of any variance issued for one year, for an additional year only, upon application filed before the expiration of the first year.



**18.81.080 Variance - Effective date.**

The order granting or denying a variance shall become effective ten days after the date of the order, unless a written notice of appeal is filed within such period of fifteen days.

**18.81.090 Variance - Action by Planning Commission.**

A public hearing before the Planning Commission shall be held upon every application for a variance. The Commission shall act upon every variance brought before it within a reasonable time.

**18.81.100 Conditional uses - Generally.**

Certain uses, referred to in this title as conditional uses, are declared to possess characteristics which require special appraisal by the Planning Commission in each instance, to determine whether or not the use is necessary or desirable and will be properly related to other uses and to transportation and service facilities in the vicinity, and whether or not the use would, under all the circumstances of the particular case, affect adversely the health or safety of persons living or working in the vicinity or be materially detrimental to the public welfare

**18.81.110 Conditional uses - Procedure.**

Any use of property which is listed as or specified in this title to be, a conditional use, shall be approved or disapproved as to zoning only upon filing an application in proper form and in accordance with the procedure hereinafter set forth.

**18.81.120 Conditional uses - Action by Planning Commission.**

The Planning Commission shall receive, hear and decide every application for a conditional use, and after the hearing may authorize approval as to zoning if it finds that the use is properly located as specified and otherwise it shall disapprove the same. Notice of the hearing shall be given pursuant to the requirements for hearings.

**18.81.130 Conditional uses - Limited approval.**

- A. The approval of a conditional use may be made valid only for a specified term. The approval may be made contingent upon the written acceptance and continued observance of specified conditions, including, but not limited to any of the following:
  - 1. Substantial conformity to approved plans and drawings;
  - 2. Time period within which the use authorized shall be brought into existence, failing which the approval shall lapse and be void;
  - 3. Guarantees as to compliance with the terms of approval;
  - 4. Dedication of and improvement of streets and other public facilities;
  - 5. Special yards, planting, fences or walls;
  - 6. Limitations on signs;
  - 7. Limitations as to the time of day during which specified activities may be conducted.
- B. Once a conditional use is established, all of the conditions specified in the approval shall become operative, and the violation of any of them shall constitute a violation of this title.

**18.81.140 Conditional uses - Lapse of approval.**

Unless a different period of time is specified among the conditions of approval, the authorization of a conditional use shall lapse and be void unless the use is established or construction necessary and incident to its establishment is started within one year of the date of its approval. Once any portion of the conditional use is utilized, all of its conditions and limitations shall be operative, and the violation of any part shall constitute a violation of the conditional use permit and this title. The Planning Commission may, without a hearing, extend the life of any conditional use permit for additional one year periods upon application filed prior to expiration of the permit. In the event approval of a conditional use permit is conditioned upon the filing of a map pursuant to Title 16 of County Code (the Inyo County Subdivision Ordinance), the expiration date of the use permit shall be concurrent with that of the map.

**18.81.160 Applications - Generally.**

The Planning Commission Director shall establish the form and scope of all applications and appeals required by this title, and may specify the accompanying data to be furnished to assure the proper consideration of the matter involved and for the permanent record.

**18.81.170 Applications-Where filed.**

Every application shall be addressed to the Planning Commission. Department.

**18.81.180 Applications-Verification.**

Every such application shall include a verification by at least one owner of the property affected or by the holder of a contract to purchase the same or by a duly authorized agent, attesting to the truth and correctness of all the facts and drawings presented.

**18.81.190 Application - Fees.**

No application shall be accepted unless it is in full compliance with all requirements of this title and accompanied by filing fees as established in Chapter 3.60, Planning Department Service Fee Schedule. No part of any required fee shall be returnable and every such fee shall be deposited with the county treasurer.

**18.81.195 Applications - Double permit fees.**

Applications for conditional use permits, variances or zone reclassifications, for a use or uses which are presently illegally in operation or under construction, shall require a fee of double the amount normally charged for the application.

**18.81.200 Applications - Exceptions to fee requirement.**

The requirements of a fee to accompany an application or an appeal may be waived in the following cases:

- A. When the application or appeal is filed by a public agency of the County, a city or of the State or the Federal government, subject to determination by the Planning Commission or Board of Supervisors.
- B. When the application is for a variance to permit the relocation of a building on the same lot; if such relocation is necessary solely because of the condemnation for a public use or the sale to a public agency of a portion of such lot.

**18.81.210 Applications - Effect of denial.**

No application for a variance, a conditional use, or a change in the district boundaries which has been denied shall be resubmitted within one year from the date of the final order of denial, except on the grounds of new evidence or proof of changed conditions found to be valid by the Planning Commission.

**18.81.220 Applications - Address list required.**

Every application upon which a public hearing is required by this title shall be accompanied by a verified list of the names and addresses of the owners of all property within three hundred feet of the exterior boundaries of the property affected, as shown on the last adopted tax role of the County.

**18.81.230 Hearings - Generally.**

Upon receipt in proper form of any application filed pursuant to this title upon which a public hearing is required, the date for such public hearing shall be set by the Planning Department. Notice shall be given to the time and place of such public hearing by at least one publication in a newspaper of general circulation in the County. The applicant, and the appellant in the case of appeal, shall be notified in writing of the time and place of the hearing.

**18.81.240 Hearings - Mailed notice.**

When the public hearing is held on an application for a conditional use or for the proposed reclassification of any property by a change in the zoning map, notice of the time and place of the hearing shall be given not less than ten days prior to the date thereof, by mailing such notice to all the persons whose names and addresses appear on the list of property owners submitted, and further notice as provided by law.

**18.81.250 Hearings - Failure to notify.**

Any failure to give notice as required by this title or any irregularity in connection therewith or in any procedure required by this title, shall not invalidate the proceedings if there shall have been compliance with minimum requirements of California State law.

**18.81.260 Hearings - Continuance.**

At any public hearing held pursuant to this title, the Planning Commission may order the hearing to be continued by publicly announcing the time and place of continuance, and no further notice thereof shall be required.

**18.81.270 Appeals - Generally.**

An appeal may be taken to the County Planning Commission as a result of a Planning Department decision, or to the County Board of Supervisors within fifteen calendar days as a result of a Planning Commission decision after the date of action by either the Planning Department or the Planning Commission on any application filed pursuant to this title. The appeal may be taken by any person aggrieved, or by any public officer, Board or agency affected, by filing with the County Clerk a written notice specifying the grounds for the appeal. Any member of the County Supervisors may within the same period call for a review of any such action by notice to the County Clerk and such notice shall have the same effect as an appeal, but shall require no fee. Filing of an appeal shall stay all proceedings in furtherance of the action appealed.

**18.81.280 Appeals - Transmittal of record.**

Upon notice by the County Clerk that an appeal has been filed, the Planning Commission shall make available for the Board of Supervisors all documents constituting the record upon which the action

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appealed was taken. The Commission shall be represented at the hearing on the appeal, in order to make known the reasons for its decision.

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**18.81.290 Appeals - Notice of hearing.**

The County Planning Commission or Board of Supervisors shall give notice of the time and place at which the hearing will be held on any appeal filed pursuant to this title to the applicant, to the appellant, to the Planning Commission and to any other person requesting such notice and depositing with the County Clerk a self-addressed, stamped envelope for that purpose, in addition to the requirements of State law. Any such public hearing will be subject to public notification as defined by Sections 18.81.230 through 18.81.260, inclusive, of this Ordinance.

**18.81.300 Appeals - Action of the Planning Commission or Board of Supervisors.**

The Planning Commission or Board of Supervisors, at the conclusion of the hearing on any appeal filed pursuant to this title, may sustain, modify or overrule the action of the Planning Director or Planning Commission in the matter, or may refer any such matter back to the Planning Director or Planning Commission. The final order of the Board of Supervisors on any such appeal shall be effective forthwith.

**18.81.310 Amendments - Generally.**

Whenever the County Board of Supervisors deems it to be for the public interest, this title may be amended by changing the boundaries of the districts or by changing any of its provisions.

**18.81.320 Amendments - Initiation.**

An amendment may be initiated by a resolution of the County Board of Supervisors or of the Planning Commission, or, in the case of a change in the district boundaries, by an application of one or more property owners.

**18.81.330 Amendments - Notice of hearing.**

Upon passage of a resolution or upon receipt of an application in proper form for a change in district boundaries, the proposal shall be set for public hearing before the Planning Commission. Notice of the time and place of the hearing shall be given as required by the law of the State. The notice shall make known the nature and the extent of the proposed amendment.

**18.81.340 Amendments--Action of Planning Commission.**

After the conclusion of the hearing on a proposed amendment, the Planning Commission shall make a report and recommendation to the County Board of Supervisors with respect to the same.

**18.81.350 Amendments - Action of Board of Supervisors.**

Upon receipt of the report of the Planning Commission on a proposed amendment, the Board shall set the matter for public hearing after notice thereof is given as required by law. After the conclusion of the hearing, the Board may adopt the amendment proposed, or any part thereof, in such form as the Board may deem to be in the public interest.

**18.81.360 Duty of Planning Commission.**

It is the duty of the County Planning Commission to assure the proper administration of this title, and the Commission shall have the power to establish such policies, rules and regulations not in conflict with the State law as are necessary for that purpose.

**18.81.370 Violations--Planning Department Action.**

The Planning Department shall investigate the matter, and if it is of the opinion that a violation does exist, shall notify the owner of the property involved to show cause why the violation should not

cease. If the violation should continue beyond a reasonable period of time required for abatement, the violation shall then be forwarded to the County District Attorney for further action.

**18.81.380 Violations - Declared nuisance.**

Any building or structure, or any use of property contrary to or in violation of this title is unlawful and is a public nuisance. The District Attorney may commence proceedings for the abatement and enjoinder thereof in the manner provided by law.

**18.81.390 Zoning map of the County.**

The "Zoning Map of the County of Inyo" referred to in Section 18.03.070 is adopted and is incorporated by reference in this title and it assumes full force and effect on May 20, 1970.

**TITLE 18 FOOTNOTES**

1. For the provisions pertaining to the adoption and administration of zoning laws and ordinances and the implementation of such laws and ordinances, see Gov. Code Title 7, Chapter 4, Section 65850 et seq.; for provisions relating to the creation, modification and membership of district planning agencies and to the powers and duties of such agencies, see Gov. Code Title 7, Chapter 5, Section 66100 et seq.; for the provisions relating to highway interchange districts, see Gov. Code Section 66400 et seq.
2. For the statutory provision describing the scope of the County power to regulate zoning matters by ordinance, see Gov. Code Section 65850.
3. The provisions of Division 13, Part 2 and Part 2.1 of the Health and Safety Code of the State or amendments thereto control, wherein such law relates to mobilehomes.
4. For the statutory provisions regulating the conduct of County zoning hearings, see Gov. Code Section 65804.

# **Attachment 4**

**Attachment 4**  
**Expedited Abatement Procedure for Nuisances Caused by Cannabis Cultivation**

Commercial cannabis cultivation activities have the potential to be both controversial and to carry a higher than usual likelihood for impacts to their surroundings. Because of this, staff prepared proposed Chapter 18.82 - Expedited Abatement Procedure for Nuisances Caused by Cannabis Cultivation to Title 18 the County's Zoning Code. It provides for additional abatement procedures to Title 22, the County's Code Enforcement Chapter and includes a faster process than is found in Title 22.



**CHAPTER 18.82**  
**EXPEDITED ABATEMENT PROCEDURE FOR NUISANCES CAUSED BY CANNABIS**  
**CULTIVATION**

- 18.82.010 - Findings, Purpose and Authority**
- 18.82.020 - Consistency with Title 22**
- 18.82.030 - Scope of Chapter**
- 18.82.040 - Summary Abatement**
- 18.82.050 - Standard Abatement**
- 18.82.060 - Administrative Order to Show Cause**
- 18.82.070 - Service of Notice and Order to Show Cause**
- 18.82.080 - Automatic Hearing Procedures**
- 18.82.090 - Enforcement**
- 18.82.100 - Liability for Costs**
- 18.82.110 - General Penalty**
- 18.82.120 - Severance**

**18.82.010 - Findings, Purpose and Authority.**

The Board of Supervisors of Inyo County finds that effective abatement of nuisances caused by cultivation of cannabis requires a more expedient set of procedures than those otherwise appropriate for other types of nuisances as laid out in Inyo County Code Title 22. This chapter is enacted pursuant to Government Code Sections 25843 and 53069.4 to address the unique circumstances related to abatement of nuisances caused by cannabis cultivation.

**18.82.020 – Consistency with Title 22.**

To the extent they are not inconsistent, this Chapter shall incorporate the provisions of Title 22.

**18.82.030 - Scope of Chapter.**

Any cannabis cultivation activity not in compliance with all applicable provisions of the Inyo County Code is hereby declared to be a nuisance. When such a public nuisance is declared the procedures in this Chapter may be applied.

**18.82.040 - Summary Abatement.**

After a public nuisance is declared, the nuisance may be summarily abated by any reasonable means and without notice or hearing when immediate action is necessary to preserve or protect the public health or safety.

**18.82.050 - Standard Abatement.**

Whenever the County Administrator finds that a public nuisance caused by cultivation of cannabis exists within the unincorporated area of Inyo County, he or she may utilize the abatement procedures provided by Title 22 of this Code.

### **18.82.060 - Administrative Order to Show Cause.**

As an alternative to the uniform abatement procedures provided in Title 22, the County Administrator may instead utilize the provisions of this Chapter, starting with the issuance of a notice and administrative order to show cause. The notice and order to show cause shall:

- A. Identify the owner(s) of the property upon which the nuisance exists, as named in the records of the county assessor, and identify the occupant(s), if other than the owner(s), and if known or reasonably identifiable.
- B. Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property.
- C. Identify such property by reference to the assessor's parcel number.
- D. Contain a statement describing the unlawful conditions existing on the premises that caused the declaration of a public nuisance, and that also describes the actions required to abate it.
- E. Contain a statement that the owner or occupant is required to abate the unlawful conditions caused by cannabis cultivation within five (5) calendar days after the date that said notice was served.
- F. Notify the recipient(s) that, unless the owner or occupant abates the conditions, a hearing will be held before a hearing officer appointed in accordance with this Chapter to determine whether there is any good cause why these conditions should not be abated.
- G. Specify the date, time, and location of the hearing to be held before a hearing officer, or state that the date, time and location of the hearing will be specified in a subsequent notice.
- H. State that the owner or occupant will be given an opportunity at the hearing to present and elicit testimony and other evidence regarding whether the conditions existing on the property constitute a nuisance under this chapter, or whether there is any other good cause why those conditions should not be abated.
- I. Contain a statement that, unless the owner or occupant abates the conditions, or shows good cause before the Hearing Officer why the conditions should not be abated, the enforcing officer, his or her Department, or other authorized designee will cause to be done whatever work is necessary to abate the nuisance.
- J. State that the abatement costs, including administrative costs and any general penalties imposed pursuant to Chapter 1.20, may be made a special assessment added to the county assessment roll and become a lien on the real property, or be placed on the unsecured tax roll.

### **18.82.070 - Service of Notice and Order to Show Cause.**

The notice and order to show cause shall be served on each Owner and on each Occupant, if known to the County Administrator, of the subject property, in the following manner:

- A. By posting a copy of the notice in a conspicuous place in front of or on the real property on which, or in front of which, the nuisance exists, or if the property has no frontage upon any street, highway, or road, then upon the portion of the property nearest to a street, highway, or road, or most likely to give actual notice to the owner and any person known by the County Administrator to be in possession of the property; and
- B. By either personal service, or by United States mail, first class or overnight, or by overnight courier service. If by mail or courier service, then postage shall be prepaid with a certificate of mailing requested, and shall be addressed to each Owner at the address shown on the last equalized assessment roll or last known address according to the County Assessor, and addressed to each Occupant known to the County Administrator at the street address of the subject property.
- C. Date of service shall be deemed to be the date of personal service, or five (5) days after delivery by United States first class mail, or one (1) day after overnight delivery by either the United States mail or courier service.
- D. If the notice and order are properly and timely served, the failure of any owner or occupant to receive such notice shall not affect the validity of the proceedings conducted herein.

**18.82.080 - Automatic Hearing Procedures.**

- A. In order to hear cases brought by the County Administrator under this Chapter, the Board of Supervisors authorizes the use of a Hearing Officer consistent with Inyo County Code section 22.12.050. The County Administrator shall coordinate with County Counsel, prior to the issuance of any notice and order to abate, to ensure that a Hearing Officer is appointed for the purpose of presiding at the administrative hearings provided for by this Chapter.
- B. The Hearing Officer shall hold an administrative hearing to determine whether the conditions existing on the property subject to the notice constitute a nuisance under this Chapter, or whether there is any other good cause why those conditions should not be abated. This hearing shall be held no less than five (5) calendar days after service of the notice and order to show cause.
- C. Parties may choose to be represented by an attorney; however, formal rules of evidence or procedure shall not apply. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Nonetheless, any failure to make a timely objection to offered evidence constitutes a waiver of the objection. The Hearing Officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
- D. The hearing shall be conducted in the English language. The proponent of any testimony by a witness who does not proficiently speak the English language shall provide an interpreter who has been certified as an interpreter by either the State of California or the County of Inyo.
- E. The County Administrator shall first describe the acts or conditions constituting a nuisance. Thereafter, the Owner or Occupant of the property shall be given an opportunity at the hearing to present and elicit testimony and other evidence regarding whether the conditions

existing on the property constitute a nuisance under this Chapter, or whether there is any other good cause why those conditions should not be abated.

- F. In the event that the Owner or Occupant does not appear and present evidence at the hearing, the Hearing Officer may base their decision solely upon the evidence submitted by the Enforcement Officer. Failure of the Owner or Occupant to appear and present evidence at the hearing shall constitute a failure to exhaust administrative remedies.
- G. The Hearing Officer shall consider the evidence presented by the parties, and shall issue a written decision and order that either affirms, reverses, or modifies the determination contained in the administrative order to show cause issued by the Enforcement Officer, and may include findings relating to the existence or non-existence the alleged nuisance caused by cannabis cultivation, as well as findings concerning the propriety and means of abatement of the conditions set forth in the notice and order to show cause. If the notice and order to show cause has been combined with the administrative citation and penalties set forth in Inyo County Code Chapter 1.20, then the decision shall also include said matters. Such decision shall be served on the parties upon whom the notice and order to show cause was served and posted on the subject property at the same or at a similar place as utilized for the posting of the notice and order to show cause.

#### **18.82.090 - Enforcement.**

If the owner or occupant fails to abate any nuisance caused by the cultivation of cannabis within two (2) calendar days of the date of service of the decision of the Hearing Officer under this Chapter requiring such abatement, the County Administrator or other authorized designee may cause to be done whatever work is necessary to abate the nuisance. If necessary, the County Administrator may apply to a court of competent jurisdiction for a warrant authorizing entry upon the property for purposes of inspecting the property to determine if the nuisance remains and also for undertaking the work to abate the nuisance if the nuisance had not already been abated.

#### **18.82.100 - Liability for Costs.**

- A. In any enforcement action brought pursuant to this Chapter, each person who causes, permits, suffers, or maintains the nuisance caused by the cultivation of cannabis shall be liable for all costs incurred by the County, including, but not limited to, administrative costs, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this chapter, whether those costs are incurred prior to, during, or following enactment of this chapter.
- B. The costs of abatement incurred as a result of enforcement pursuant to this Chapter may be recovered.

#### **18.82.110 – General Penalty.**

The general penalty set forth in Inyo County Code Chapter 1.20 may be imposed in conjunction with and pursuant to the procedures set forth in this Chapter.

#### **18.82.120 - Severance.**

The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be unconstitutional or invalid, the Board declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be unconstitutional or invalid. Such unconstitutionality or invalidity shall therefore not affect the remaining provisions of this Ordinance, or the validity of its application to other persons or circumstances.

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# **Attachment 5**

**Attachment 5**  
**Commercial Cannabis Business License**

A Commercial Cannabis Business License is necessary for taxing and regulatory purposes. Staff prepared Chapter 5.40 to the Title 5 Business Licenses and Regulations to set forth proposed regulations guiding the possible establishment of commercial cannabis businesses. DRAFT Chapter 5.40 in its proposed form, has purposely left sections highlighted and open for discussions on the possibility of limiting the number of allowed license types and what the duration of the licenses should be.

## Chapter 5.40

### COMMERCIAL CANNABIS BUSINESS LICENSE

#### Sections:

- 5.40.010 - Purpose**
- 5.40.020 - Definitions**
- 5.40.030 – Applicability & Limitation**
- 5.40.040 – Commercial Cannabis Business License required**
- 5.40.050 - Separate license required for each place of business**
- 5.40.060 - Time of procurement and term**
- 5.40.070 - Limitation on number of licenses available**
- 5.40.080 - Form of application**
- 5.40.090 - License review and issuance process**
- 5.40.100 - Required fee payments**
- 5.40.110 - Reserved**
- 5.40.120 - Reserved**
- 5.40.130 - Licenses nontransferable**
- 5.40.140 - Grounds for revocation**
- 5.40.150 - Appeal**
- 5.40.160 - Enforcement of chapter**
- 5.40.170 - Penalty for violation**

#### **5.40.010 - Purpose.**

The purpose of this Chapter is to regulate the cultivation, processing, manufacturing testing, sale, delivery, distribution and transportation of medicinal and adult-use cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of Inyo County and to enforce rules and regulations consistent with state law. It is the further purpose of intent of this Title to require all commercial cannabis operators to obtain and renew annually a license to operate within Inyo County. Nothing in this Title is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or federal law. The provisions of this Title are in addition to any other permits, licenses and approvals which may be required to conduct business in the County, and are in addition to any permits, licenses and approvals required under state, county, or other law.

#### **5.40.020 - Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings set forth below when used in this chapter:

"Applicant" means the individual, partnership, association, limited liability company, or corporation that has applied for, but not yet obtained a Commercial Cannabis Business License to operate and conduct a business for which a Commercial Cannabis Business License is required pursuant to the provisions of this chapter.



"Application" means a written request submitted to the County Commercial Cannabis Permit Office for any license required by this chapter.

"Business" means all activities engaged in or caused to be engaged within the unincorporated area of the County, and includes professions, trades, vocations, enterprises, establishments, occupations, and all and every kind of calling, any of which are conducted or carried on for the purpose of earning in whole or in part a profit or livelihood, whether or not a profit of livelihood actually is earned thereby, whether paid in money, goods, labor, or otherwise. A business shall also include a person as herein defined, but shall not include the services rendered by an employee to his or her employer. "Business" also means the soliciting of orders and the delivery of goods at either a fixed physical location and/or those that are operated on a mobile basis.

"Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant; its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code and is not limited to medical cannabis.

"Cannabis product" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product. "Cannabis product" also means marijuana products as defined by Section 11018.1 of the California Health and Safety Code and is not limited to medical cannabis products.

"Canopy" means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or noncontiguous on any one site. The plant canopy does not need to be continuous on any premise in determining the total square footage.

"Commercial cannabis business" means any business activity relating to cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the County, whether or not carried on for gain or profit.

"Commercial cannabis business license" means the license issued pursuant to this chapter, which is required for all commercial cannabis business that is taxed pursuant to Inyo County Code Chapter 3.50 and California Revenue and Taxation Section 7284, and independent of any Conditional Use Permit that may be required to conduct a commercial cannabis business at a specific location.

"County Commercial Cannabis Permit Office" or "C3PO" means the Office of the Agricultural Commissioner of the County of Inyo, his or her deputies, or any other County officer charged with the administration of the provisions of this chapter unless otherwise designated by resolution of the Inyo County Board of Supervisors.

"Fixed place of business" means any establishment, store, office or central place for carrying on regular activities.

"Operator" means any person who is operating and conducting, or intends to operate and conduct, a commercial cannabis business for which a license is required pursuant to the provisions of this chapter.

"Premises" means the designated structure or structures and/or land specified in the application for a commercial cannabis business license that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis business will be or is conducted. A premises is not necessarily a parcel and one or more licenses may be required or issued per parcel.

"Person" means and includes an individual, partnership, corporation, limited liability company, firm, joint-venture, estate, trust, business trust, receiver, syndicate, association, cooperative or any other group or combination acting as a unit; when the terms used in this Section designate the principal, the same means and includes the clerk, agents, servants, representatives, and employees or such principals, it being the intent of this Chapter to license the business and not separate or individual acts or activities which constitute integral or related parts of the business except as otherwise provided in this Chapter.

#### **5.40.030 – Applicability & Limitation.**

This chapter applies in the unincorporated area of the County of Inyo. A Commercial Cannabis Business License granted pursuant to this chapter does not authorize any occupation or activity of any kind which is prohibited by any other County regulation, including zoning ordinances, or by any State statute, law, rule, order or regulation.

#### **5.40.040 – Commercial Cannabis Business License required.**

It is unlawful for any person to maintain, conduct, operate, or carry on within the unincorporated area of the County any commercial cannabis business, unless such person is issued a commercial cannabis business license pursuant to this chapter for such business, and such person is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial cannabis business and the commercial cannabis activities, including the duty to obtain any required local land use approvals and state licenses.

#### **5.40.050 - Separate license required for each class and place of business.**

- A. A separate Commercial Cannabis Business License is required for each class of commercial cannabis land-use activity permitted by the County as set forth in Inyo County Code Section 18.06.182. Except for Type 8 licenses (testing laboratory) all license classes may be distinguished based on whether the business is for commercial adult-use cannabis activity ("A") or for commercial medicinal cannabis activity ("M").
- B. A separate Commercial Cannabis Business License shall be required for each premises where commercial cannabis activity is carried on, at, or out of, regardless of ownership.
- C. A licensee may conduct its commercial cannabis business only at the location and in the manner specified in the Commercial Cannabis Business License.

#### **5.40.060 - Time of procurement and term.**

- A. The Commercial Cannabis Business License required by this chapter shall be procured prior to the commencement of business or, if the business is in operation and a license possessed, shall be renewed annually and prior to the expiration of such license in order for the license to remain valid.
- B. Operators who fail to annually renew their Commercial Cannabis Business License prior to the anniversary date on which the license was issued will be required to submit a new application, obtain all appropriate approvals, and pay the application and license fees in addition to any previous penalties due.
- C. Unless terminated pursuant to the terms of this chapter, the Commercial Cannabis Business License required by this chapter may only be annually renewed a maximum of 7 times. After that, the business must re-apply for a Commercial Cannabis Business License pursuant to section 5.40.090 below.

**5.40.070 – Limitation on number of licenses available.**

A. The number of Commercial Cannabis Business Licenses available for each class of commercial cannabis activity, as set forth in Inyo County Code Section 18.06.182, shall be limited by supervisorial district as those supervisorial districts exist at the time of enactment of this Ordinance. Any amendment of this Ordinance further limiting the number of Commercial Cannabis Business Licenses available shall not result in the revocation of any Commercial Cannabis Business License existing and in good standing at the time of such a reduction. The number of available licenses shall be as set forth below, provided however that only one license-type per parcel shall count toward the applicable limit:

- 1. Within the First Supervisorial District as follows:
  - a. Cultivation Licenses:
    - 1. ## for all cultivation activities of 5,000 square feet or less; and
    - 2. ##### for all cultivation activities greater than 5,000 square feet.
  - b. Type 6 Manufacturing Level 1: #####
  - c. Type 7 Manufacturing Level 2: #####
  - d. Type 8 Testing Laboratory: #####
  - e. Type 10 Retailer: ###
  - f. Type 11 Distributor: ###
  - g. Type 12 Microbusiness: ###
- 2. Within the Second Supervisorial District as follows:
  - a. Cultivation Licenses:
    - 1. ## for all cultivation activities of 5,000 square feet or less; and
    - 2. ##### for all cultivation activities greater than 5,000 square feet.
  - b. Type 6 Manufacturing Level 1: #####
  - c. Type 7 Manufacturing Level 2: #####

- d. Type 8 Testing Laboratory: #####
  - e. Type 10 Retailer: ###
  - f. Type 11 Distributor: ###
  - g. Type 12 Microbusiness: ###
3. Within the Third Supervisorial District as follows:
- a. Cultivation Licenses:
    - 1. ## for all cultivation activities of 5,000 square feet or less; and
    - 2. ##### for all cultivation activities greater than 5,000 square feet.
  - b. Type 6 Manufacturing Level 1: #####
  - c. Type 7 Manufacturing Level 2: #####
  - d. Type 8 Testing Laboratory: #####
  - e. Type 10 Retailer: ###
  - f. Type 11 Distributor: ###
  - g. Type 12 Microbusiness: ###
4. Within the Fourth Supervisorial District as follows:
- a. Cultivation Licenses:
    - 1. ## for all cultivation activities of 5,000 square feet or less; and
    - 2. ##### for all cultivation activities greater than 5,000 square feet.
  - b. Type 6 Manufacturing Level 1: #####
  - c. Type 7 Manufacturing Level 2: #####
  - d. Type 8 Testing Laboratory: #####
  - e. Type 10 Retailer: ###
  - f. Type 11 Distributor: ###
  - g. Type 12 Microbusiness: ###
5. Within the Fifth Supervisorial District as follows:
- a. Cultivation Licenses:
    - 1. ## for all cultivation activities of 5,000 square feet or less; and
    - 2. ##### for all cultivation activities greater than 5,000 square feet.
  - b. Type 6 Manufacturing Level 1: #####
  - c. Type 7 Manufacturing Level 2: #####
  - d. Type 8 Testing Laboratory: #####
  - e. Type 10 Retailer: ###

f. Type 11 Distributor: ###

g. Type 12 Microbusiness: ###

- B. Issuance of Commercial Cannabis Business Licenses for commercial cannabis business activities subject to the provisions of this Chapter but not subject to the County's land use regulations or definitions set forth in Inyo County Code Section 18.06.182, may be considered on an individual basis unless limited by amendments to this Chapter.

**5.40.080- Form of application.**

- A. The C3PO shall create a standard application consistent with requirements of this section. The application shall become part of the record for any directly related hearing subsequently conducted to consider an application for a Conditional Use Permit required by Title 18 of this Code.
- B. The applicant for the Commercial Cannabis Business License required by this chapter shall be the operator of the business.
- C. Every application for a Commercial Cannabis Business License and/or renewal required by this chapter shall be signed by the applicant under penalty of perjury on a form required for such application and shall include, but is not limited to, the following information:
1. The name and mailing address of the applicant and the names of all other persons having an ownership interest in the applicant applying for a license. If the applicant is not a natural person: the entity's address for its principal place of business and the name and mailing address of an officer who is duly authorized to accept the service of legal process;
  2. Contact information for the operator, including telephone number, e-mail address, and mailing address where the operator can be reached at any time if an emergency or code compliance issue arises;
  3. The name under which the operator will be doing business;
  4. The exact nature of the commercial cannabis business;
  5. The exact location of the commercial cannabis business including the Assessor's Parcel Number(s) and street address or the route or territory to be covered if no fixed place of business;
  6. The name and address of the owner of the property where the commercial cannabis business is located;
  7. The name and address of the lessor and/or lessees, if different from the owner of the property where the commercial cannabis business is located, if the location of the business is based on a lease or option to lease the location;
  8. A copy of all applicable permits or licenses required by the State of California. If required licenses or permits have not been issued by the State of California pending issuance of a Commercial Cannabis Business License required by this chapter, a copy of the draft or actual application(s) for all permits or licenses required by the State of California.

9. Such other information as the C3PO may request in order to evaluate and process the application for a business license.

#### **5.40.090– License review and issuance process**

- A. It is the intent of the County to consider applications for Commercial Cannabis Business Licenses required by this chapter pursuant to a competitive process.
- B. All applications for a Commercial Cannabis Business License shall be filed with the C3PO concurrently with payment of any required fees established by Resolution of the Board.
- C. Whenever there exists an available Commercial Cannabis Business License(s), but no sooner than January 1, 2018, the C3PO shall issue a notice of available Commercial Cannabis Business License(s) and a request for applications therefor. Said notice shall specify how applications shall be submitted, the deadline for submitting applications, and the scoring criteria utilized for ranking the applications. The C3PO shall allow at least 60 days for applications to be submitted after issuance of the notice of availability.
- D. Initial Application Evaluation.
  1. The C3PO shall conduct an initial review of all Applications and reject any Application that meets any of the following criteria:
    - a. The Application is incomplete.
    - b. The required fees have not been paid.
    - c. The applicant has knowingly made a false statement of material fact or has knowingly omitted a material fact from the Application.
    - d. The proposed commercial cannabis business at the proposed location is not allowed as a conditional use or is otherwise prohibited by any state or local law or regulation.
    - e. Any person who is listed in the Application as required by this chapter has been convicted of a felony within the past three (3) years. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
    - f. Any person who is listed in the Application as required by this chapter is delinquent in the payment of any applicable County taxes or fees.
    - g. Any person who is listed in the Application as required by this chapter is then in violation of any County Code.
  2. First Rejection.
    - a. If the C3PO rejects an Application, the Office shall specify in writing the reasons for the decision and, except for an Application that was previously rejected for any of the same reason(s), notify the applicant that the decision shall become final unless the applicant files an amended application within fourteen (14) days of the date the C3PO mailed notice of the rejection notice. Only one amended application shall be allowed per review period
  3. Second Rejection.

a.If the C3PO rejects an Application for a second time for any of the same reasons forming the basis of a prior rejection, the notice of rejection shall specify in writing the reasons for the decision and the right of the applicant to file an appeal pursuant to section 5.40.150.

4. Upon close of the initial review period, all Applications that are not rejected shall proceed to the Application Scoring Evaluation.

E. Application Scoring Evaluation.

1. The C3PO shall develop detailed objective review criteria for evaluation of competing Applications, which shall be scored on a point system or equivalent quantitative evaluation scale tied to each set of review criteria (“Review Criteria”). At a minimum, said Review Criteria shall include but may not be limited to the following considerations or combinations thereof:

a.Adequacy of the security plan taking into consideration the Sheriff’s evaluation of said plan;

b.Adequacy of the operating plan;

c.Appropriateness of site location;

d.Proposed measures to mitigate potential negative impacts to the community including but not limited to odor control and community safety considerations;

e.Environmental considerations including water sources;

f.Residency consideration, including: operator residing within the County and commitment to hiring employees residing in unincorporated Inyo County at 200% above the Federal Poverty Level for a family of two.

g.Community Benefit Plan, including identification of a designated community liaison; and

h.Any prior or existing operation of a commercial cannabis business subject to this chapter, with those conducted in good standing to receive a ten percent increase in total score and those not conducted in good standing to receive a ten percent decrease in total score.

2. The C3PO may conduct the Application Scoring Evaluation through a committee of County staff representing appropriate departments, other local agencies, and/or through use of a third party consultant.

3. After Applications are scored, the C3PO shall provide the results of Application Scoring Evaluation to the Board of Supervisors for its consideration along with any recommendations for which Application(s) to approve, and the reasons therefor.

F. The Board of Supervisors’ consideration of applications for a Commercial Cannabis Business License, and any approval of such license will occur at a public hearing for which a public notice had been published 14-days in advance.

G. The Board of Supervisors shall have the authority to determine, in its sole discretion, the competing applications that will be approved for a Commercial Cannabis Business License.

In making its decision, the Board may adjust the results of the Application Scoring Evaluation. The decision of the Board of Supervisors is final and not subject to further administrative appeal.

- H. Upon the Board of Supervisors approving issuance of a Commercial Cannabis Business License, the C3PO shall provide the license to the applicant with 30 days of any conditions that may apply being met, and will be responsible for administering and enforcing the license terms and conditions. The Commercial Cannabis Business License shall be in the form prescribed by the Commercial Cannabis Business Permit Office and must contain, at a minimum, the licensee's name, the business name, the license classification, the location of the business operation, and the commencement and expiration dates of the license.
- I. Commercial Cannabis Business Licenses shall be conditionally issued contingent on applicant obtaining all applicable permits and licenses required by the County and/or State of California, and presenting same to the C3PO, within six (6) months of issuance of a Commercial Cannabis Business Licenses. Commercial Cannabis Business Licenses shall be void if the applicable State license(s) or permit(s), or local land use approvals, are not presented to the C3PO within six (6) months unless the C3PO agrees, in writing, to extend to deadline for obtaining and submitting the State permit(s) or license(s) for a period not to exceed an additional six (6) months. Any additional extension shall require the approval of the Board of Supervisors.
- J. Every licensee having a fixed place of business shall display the valid license in a conspicuous place in such place of business. Every licensee not having a fixed place of business shall carry such license on their person at all times during any actions related to the conduct of carrying on the licensed commercial cannabis business activity, and shall exhibit it, whenever requested, to any person.

**5.40.100 - Required fee payments.**

- A. Each Licensee shall pay an annual license fee, in such amount as adopted by the Board of Supervisors by Resolution, for the administration of the Commercial Cannabis Business License chapter, including monitoring and enforcing compliance with terms of the license.
- B. The Board of Supervisors may enact fees as may be necessary to recover the County's costs of inspection, enforcement, and corrective actions in relation to the Commercial Cannabis Business License.

**5.40.110 – Reserved.**

**5.40.120 – Reserved.**

**5.40.130 - Licenses nontransferable.**

Absent approval of the Board of Supervisors, no license granted under the provisions of this Chapter shall be transferable or removable to another location, operator, person, or entity. For purposes of this section, a transfer shall include, but is not limited to, the change in corporate control of a Licensee as set forth in the California Revenue and Taxation Code Division 1 Part 0.5 Chapter 2, as may be amended.

**5.40.140 - Grounds for revocation.**



- A. Any of the following shall be grounds for revocation of a Commercial Cannabis Business License:
  - 1. Violation of any conditions of the license;
  - 2. Violation of any provisions of this chapter;
  - 3. Failure to pay business property taxes or business license taxes, including those imposed by Chapter 3.50, or fines or penalties associated with said business when due and payable;
  - 4. Failure to obtain any other license or permit required by State law or County regulation to conduct the business, or such other required licenses or permits have been suspended or revoked.
- B. Notwithstanding any provision in the Inyo County Code to the contrary, if the C3PO intends to revoke a Commercial Cannabis Business License, the C3PO or any other County officer charged with the administration of the provisions of this Chapter shall specify in writing the reasons for the decision and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to Section 5.40.150 of this chapter within ten (10) calendar days of the date of service of the written decision of the C3PO or any other County officer charged with the administration of the provisions of this chapter. The notice shall specify whether the revocation is immediately imposed for public health or safety reasons or shall be effective following the hearing. The notice of the decision shall be served or mailed to the applicant at the address indicated on the application.
- C. No person may secure any Commercial Cannabis Business License if that person has had any license issued under this Chapter revoked within the preceding six months.

#### **5.40.150 - Appeal.**

- A. Any applicant aggrieved by any decision of the C3PO with respect to any second rejection of an application for a second time shall, within five days of the date the rejection notice was mailed, make application in writing to the County Administrative Officer, or designee, for a hearing on the decision.
- B. Any applicant aggrieved by any decision of the C3PO with respect to the revocation a Commercial Cannabis Business License shall, within ten (10) days, make application in writing to the County Administrative Officer, or designee, for a hearing on the decision.
- C. If application for a hearing is not made within the time prescribed, the rejection, revocation, or other decision or shall become a final action that is not subject to any further administrative remedy.
- C. If such application is made within the prescribed time period, the County Administrative Officer, or designee, shall give no fewer than five days written notice to the applicant to show cause at a time and place fixed in the notice why the decision should not be upheld.
- D. At the hearing, the applicant may appear and offer evidence why such decision should be vacated. Within sixty (60) days after the hearing, the County Administrative Officer, or designee, shall determine if the decision shall be upheld and shall thereafter give written

notice to the applicant. The decision of the County Administrative Officer, or designee, shall be final and not subject to further administrative appeal.

**5.40.160 - Enforcement of Chapter.**

- A. It shall be the duty of the C3PO to collect the permit fees, issue the permits approved by the Board of Supervisors, and perform the duties required by this chapter. The C3PO or any other County officer charged with the administration of the provisions of this chapter may adopt such rules and regulations consistent with the purpose, intent, and express terms of this chapter deemed necessary to supplement or clarify such provisions or aid in their enforcement. To that end representatives of the C3PO, or any other County officer charged with the administration of the provisions of this chapter shall be permitted to enter, free of charge during normal business hours, any such place of business required to be licensed under this chapter, for the purpose of inspection or to demand the display of any permit required hereby.
- B. Any permit fees, fines or penalties required to be paid by any commercial cannabis business under the provisions of this chapter shall be deemed a debt owed by the business to the County. Any business owing money to the County under the provisions of this chapter shall be liable to an action brought in the name of the County of Inyo for the recovery of such amount. .

**5.40.170 - Penalty for violation.**

- A. Notwithstanding any other applicable penalty, criminal penalties shall continue to apply to an unlicensed person engaging in commercial cannabis activity in violation of this chapter.
- B. Any condition caused or allowed to exist in violation of any of the provisions of this chapter shall be deemed a public nuisance and shall, at the discretion of the Commercial Cannabis Business Permit Office or any other County officer charged with the administration of the provisions of this Chapter, be subject to an administrative action pursuant to 1.20 of the Inyo County Code and/or any other applicable law.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

32

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 1:30 p.m.     Closed Session     Informational

**FROM:** County Administrator/County Counsel/Planning/Public Works/Agricultural Commissioner

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Draft Proposed Commercial Cannabis Moratorium

**DEPARTMENTAL RECOMMENDATION:**

Recommend your Board adopt interim ordinance enacting temporary moratorium prohibiting commercial medical and recreational marijuana activities, including commercial cultivation, distribution, storage, manufacturing, processing, provision or sale of cannabis products in the unincorporated area of Inyo County.

**SUMMARY DISCUSSION:**

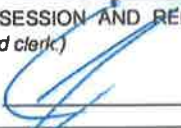
This agenda item follows a discussion on three other proposed ordinances relating to the County's potential regulation of commercial cannabis activities. As the Board is and/or will be aware from consideration of those items, there are a number of outstanding policy questions relating to what / when / and where the County will ultimately allow these commercial activities to be conducted within the unincorporated area of Inyo County. It is anticipated that the final policy decisions and ability to enforce those decisions will not ripen until after the State is mandated to begin accepting licenses for commercial cannabis activity, on January 1, 2018. (Staff expects the adoption of the proposed County ordinances discussed earlier today to occur in January 2018, and the ordinances to take effect 30-days after adoption. The permitting process will commence as soon as practicable thereafter.)

As previously discussed, the State will begin issuing licenses and will check with local agencies to determine if the license applications they review are not in conflict with local land use regulations and other local laws. While the County understands that these types of activities are prohibited pursuant to our permissive zoning provision, in order to avoid any confusion on the part of the State and to avoid the state issuance of licenses to businesses that will not ultimately conform to the County's final rules and regulations, staff recommends you adopt this interim ordinance while we go through the process of studying the policy issues and finalize our rules and regulations.

**ALTERNATIVES:**

Not adopt the ordinance and risk the state issuing licenses to applicants for businesses within the unincorporated areas of Inyo County with the mistaken understanding that such activities are already allowed without any local regulations or requirements.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>11/01/17</u>
AUDITOR/CONTROLLER:  N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date _____
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 11-02-17

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 11/2/17

ORDINANCE NO. \_\_\_\_\_

AN INTERIM ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS  
ENACTING A TEMPORARY MORATORIUM PROHIBITING COMMERCIAL  
MEDICAL AND RECREATIONAL MARIJUANA ACTIVITIES, INCLUDING  
COMMERCIAL CULTIVATION, DISTRIBUTION, STORAGE, MANUFACTURING,  
PROCESSING, PROVISION OR SALE OF CANNABIS PRODUCTS IN THE  
UNINCORPORATED AREA OF INYO COUNTY

WHEREAS, Government Code section 65858 authorizes the adoption of an interim ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering or studying or intends to study within a reasonable time, when necessary to protect the public safety, health, and welfare; and

WHEREAS, California adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), which consolidated the State's legalization and regulation of medical and recreational commercial cannabis activity allowing for commercial uses beginning on January 1, 2018; and

WHEREAS, the State has yet to issue its final regulations for the commercial cannabis industry and will not likely be ready to do so before January 1, 2018; and

WHEREAS, the MAUCRSA gives local governments authority to regulate commercial medical and recreational marijuana activities within their jurisdictions, including enacting licensing requirements, land use restrictions and/or certain local sales and use taxes subject to local voter approval; and

WHEREAS, the Inyo County Board of Supervisors has not had the opportunity to hear adequate public comment or receive comprehensive input from local communities with regard to the imposition of local land use or other regulations, nor to consider the effect of eventual State regulations; and

WHEREAS, in order to preserve the ability to establish local regulations in the future, as well as preserve the status quo within the unincorporated areas of the County and discourage illegal cannabis activities, while staff and decision makers analyze and consider potential local regulations to address these new laws, the Board of Supervisors desires to temporarily prohibit commercial medical and recreational marijuana activities within the unincorporated areas of the County in accordance with Government Code section 65858;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO FINDS AND ORDAINS THAT:

SECTION ONE: There is a current and immediate threat to the public health, safety and welfare as a result of newly enacted, and currently proposed, State laws within the unincorporated areas of the County for the reasons set forth above, and additionally as follows:

- A. Mandatory State regulations governing commercial cannabis activities under MAUCRSA have not yet been developed; and
- B. Commercial cannabis activities remain illegal until such regulations are in place, notwithstanding their apparent statutory authorization; and
- C. There is a lack of understanding among members of the public regarding the current legality of commercial cannabis activities; and
- D. This lack of understanding is likely to result in an increase in illegal commercial cannabis activities within the unincorporated areas of the County; and
- E. Such illegal activity will require law enforcement action which has the potential to endanger the health and safety not only of law enforcement officers themselves, but of the public.

SECTION TWO: Commercial medical marijuana activities described in MAUCRSA, including commercial cultivation, distribution, transportation, delivery, storage, laboratory testing, manufacturing, processing, provision or sales of cannabis products within the unincorporated areas of Inyo County are hereby temporarily prohibited to allow for the proper study and assessment of public sentiment, State regulation and County land use and regulatory needs as they relate to commercial medical marijuana activities. This temporary prohibition also applies to marijuana produced for recreational use, pursuant to the newly enacted MAUCRSA.

SECTION THREE: During the temporary prohibition created by this ordinance, staff shall identify and analyze the relevant issues associated with various commercial medical marijuana activities and the impact these activities would have on law enforcement and the community at large, should commercial activities not be regulated at the local level, and shall develop recommendations for the Board regarding possible local land use or other regulations governing their implementation.

SECTION FOUR: This temporary prohibition does not affect nor apply to those individuals who are currently engaging in medical marijuana cultivation or other non-commercial marijuana-related activities permissible under the Compassionate Use Act adopted in 1996 or the Medical Marijuana Program Act of 2004. In other words, this prohibition does not apply to marijuana activities that are currently legal under State law.

This moratorium will also not affect an individual's right to engage in cultivation of 6 or fewer plants for personal use as allowed by State law.

SECTION FIVE: This ordinance shall become effective upon adoption as an urgency measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect, unless extended as allowed by law, for 45 calendar days. The Clerk of the Board of Supervisors shall post this ordinance and also publish it or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption.

PASSED AND ADOPTED this \_\_\_\_\_, by the following vote of the Inyo County Board of Supervisors:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Dan Totheroh, Vice Chairperson

ATTEST: Kevin Carrunchio  
Clerk to the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant

# 34



INYO COUNTY  
FISH AND WILDLIFE COMMISSION  
787 NORTH MAIN STREET STE 220  
BISHOP, CA 93514

COMMISSION MEMBERS  
DOUGLAS BROWN  
GARY GUNSOLLEY  
BRUCE IVY  
GARRETT MCMURTRIE  
JOE PECSI  
  
ALTERNATE MEMBER  
JOHN FREDERICKSON

REPLY TO:  
Pat Gunsolley, Secretary  
4801 Alison Lane  
Bishop, CA 93514  
pgunsolley@gmail.com

October 25, 2017

Inyo County Board of Supervisors  
P. O. Drawer N  
Independence, CA 93514

Gentlemen:

At their October 19, 2017 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors authorize the Commission to send a letter to the California Deer Association. The letter asks for Association project support of a proposed Wildlife Crossings Project in the Eastern Sierra and, funding for the first phase of the project planned in Mono County. The Project is being developed by Caltrans with the help of the CA Department of Fish and Wildlife.

Attached are the draft minutes of the meeting, along with a draft of the letter the Commission would like considered.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Gunsolley".

Patricia Gunsolley, Secretary





INYO COUNTY  
FISH AND WILDLIFE COMMISSION

COMMISSION MEMBERS  
DOUGLAS BROWN  
JOE PECSI  
LARRY MCINTOSH  
GARRETT MCMURTRIE  
STEVE IVEY

ALTERNATE  
JOHN FREDERICKSON

REPLY TO:  
Pat Gunsolley, Secretary  
4801 Alison Lane  
Bishop, CA 93514  
pgunsolley@gmail.com

October 20, 2017

California Deer Association  
1431 N. Market Blvd. Ste. 1  
Sacramento, CA 95834

Re: Wildlife Crossing Project Funding

Gentlemen:

The Inyo County Fish and Wildlife Commission would like to request the California Deer Association (CDA) become a proponent of a Wildlife Crossing Project in the Eastern Sierra. Additionally the Commission requests CDA provide funding for this important project.

Wildlife Crossings are extremely important to provide safety on our highways. Last year the Mammoth Airport corridor of U.S. Highway 395 experienced an extremely high deer mortality rate that equated to more deer being killed by vehicles than in authorized deer hunts. Additionally it has been reported that several other wildlife species that are being studied in our area have been negatively impacted by animal-vehicle collisions.

Caltrans along with the CA Department of Fish and Wildlife have created a local committee to explore the options to provide wildlife crossings along various corridors of U.S. 395 through the Eastern Sierra. By providing crossing areas the wildlife will have a way to cross the highway without endangering the motorists. The two attachments to this letter, 2016 Deer Feasibility Study, and 2017 UC Davis Study on the Impact of Wildlife-Vehicle on California Drivers and Animals, will provide the CDA with additional information to assist in its evaluation of this request for Project support and funding.

Several Inyo County Fish and Wildlife Commissioners are also members of the CDA, and they have conveyed CDA's concern and involvement in protecting deer populations in California to the Commission. One of the first priorities identified by the Committee is funding for the Wildlife Crossing Project. The Association's program funding opportunities were identified as a possible funding source for the first portion of the Wildlife Crossing Project which is in Mono County.

The Inyo County Fish and Wildlife Commission thanks the Association for its consideration of the request for program support and funding. Please let us know if we may be of further assistance with regard to this request.

Sincerely,

Joe Pecs, Chairperson  
Inyo County Fish and Wildlife Commission

Attachments (2)

xc: Inyo Board of Supervisors  
Mono County Board of Supervisors  
Mono County Fish and Wildlife Commission  
Town Council, Town of Mammoth Lakes  
Bishop Office, CA Dept. of Fish and Wildlife  
Caltrans District 9 Office

FISH AND WILDLIFE COMMISSION  
MINUTES  
October 19, 2017 Meeting

The Inyo County Fish and Wildlife Commission met in regular session, at 2:35 p.m., on October 19, 2017, in the Conference Room at the California Department of Fish and Wildlife Office at 787 North Main Street, Suite 220, in Bishop, California as follows.

**Call to Order:** Chairperson Joe Pecsí called the meeting to order and led the Pledge of Allegiance.

**Roll Call:** The Commission Members present were Joe Pecsí, Chairperson, Garrett McMurtrie and John Fredrickson. Commissioners Doug Brown, Larry McIntosh, Steve Ivy were absent.

**Public Comment:** The Chairperson announced the public comment period. There was no public comment.

**Financial Report:** The Commission secretary, Ms. Gunsolley, provided the financial report on the Fish and Game Budget and Fish and Game Fine Fund. She reported that the balance of the Fine Fund at \$5,772.

**Action Item - Approval of Minutes:** The Commission asked that the minutes for the September 21, 2017 meeting be agendized for the next Commission meeting because there was not a quorum of the Commission Members attending that meeting at today's meeting.

**Action Item – Legislation:** The Chairperson asked if there was any current legislation to be discussed. No discussion took place.

**California Department of Fish and Wildlife Updates (DF&W) and other Agency Reports:** Mike Morrison, Wildlife Biologist, reported on the big horn sheep capture and collar project, saying that up to 60 sheep had been collared. He reported that they would be translocating four elk next week as part of a 2-year project to relocate 40 elk to the Owens Valley to improve herd genetics. He went on to report on the initial meeting of a Caltrans and CADF&W subcommittee to explore options for a Wildlife Crossings project in the Eastern Sierra. He explained that there 6 concepts being analyzed, with identifying funding for the Project being primary. Commissioner Pecsí suggested that possibly the California Deer Association might be interested in this project. The Commission and Mr. Morrison continued to discuss the importance of wildlife crossings for the protection of wildlife as well as the vehicular traffic. Mr. Morrison noted the high animal mortality rate along the Mammoth Airport corridor of US Highway 395 this year alone, saying that the deer mortality numbers were higher from traffic accidents than from hunting. The Chairperson asked Commissioner McMurtrie if he would attend the next Wildlife Crossings committee meeting. Commissioner McMurtrie agreed and indicated that he would get the information on the next meeting from Mr. Morrison after today's meeting adjourns.

Moved by Commissioner Pecsí and seconded by Commissioner McMurtrie to request the Board of Supervisors authorize the Inyo Fish and Wildlife Commission to send a letter to the California Deer Association requesting its project support and funding for the first phase of the Wildlife Crossings project in Mono County. Motion carried unanimously, with Commissioners Pecsí, McMurtrie and Fredrickson voting yes, and with Commissioners Brown, McIntosh and Ivey absent.

**Commission Member Reports:** The Chairperson called for Commission Member reports. The Secretary reported that the Board of Supervisors had approved the \$2,500 expenditure from the Fine Fund to the Eastern Sierra Wildlife Care as recommended by the Commission. Commissioner John Fredrickson suggested that the Commission consider recommending the County of Inyo get into the hatchery business. He said that Mono County is not pursuing the Conway Hatchery operations and the equipment and infrastructure could probably be acquired for a minimum amount. He said that he would work with Mr. Todd Obanion whose grandfather owned the Smith Valley NV Hatchery to come and talk to the Commission about hatchery operations. The Chairperson asked that Mr. Fredrickson coordinate getting Mr. Obanion on the agenda with the Ms. Gunsolley. The Chairperson, Joe Pecsí, said that he would get the matter of the Wildlife Crossing project on an ESCOG Agenda for discussion by that group.

**Next meeting:** The Commission discussed the date for the November 2017 meeting. The Chairperson confirmed that the meeting would be held on November 16, 2017.

**Adjournment:** Moved by Commissioner McMurtry and seconded by Commissioner Fredrickson to adjourn the meeting at 3:05 p.m. Motion carried unanimously.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 36

- Consent     Departmental     Correspondence     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Alisha McMurtrie, Treasurer-Tax Collector

**FOR THE BOARD MEETING OF:** November 7, 2017

**SUBJECT:** Treasury Status Report for the Quarter Ending September 30, 2017

**DEPARTMENTAL RECOMMENDATION:** Review Report and direct questions to the County Treasurer.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** The Report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** Pursuant to Section 53646(g), copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

**FINANCING:** N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  N/A <span style="float: right;">Approved: _____ Date _____</span>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  N/A <span style="float: right;">Approved: _____ Date _____</span>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  N/A <span style="float: right;">Approved: _____ Date _____</span>

DEPARTMENT HEAD SIGNATURE:  Date: 10/16/17  
 Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO  
TREASURER-TAX COLLECTOR  
168 NORTH EDWARDS STREET  
POST OFFICE DRAWER O  
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ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors  
FROM: Alisha McMurtrie, Treasurer-Tax Collector  
SUBJECT: Report of the Status of the Inyo County Treasury as of: September 30, 2017  
DATE: October 16, 2017

The following status report of the County Treasury as of September 30, 2017 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 569 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 8/31/17 was \$6,270,580.52 (Principal: \$4,050,000.00 + Interest = \$2,304,639.66 less Fees: \$-84,059.14)

C: Members of the Inyo County Treasury Oversight Committee

**TREASURER'S DAILY RECONCILIATION**

DATE: 9/29/2017

**AUDITOR'S BALANCES**

Balance Forward - Cash in Treasury	<b>\$126,095,280.91</b>
Plus: Auditor Adjustments Payroll	
Deposit Authorizations	\$437,816.80
Fees	
Less: Co. Checks Pd	(157,298.28)
Auditor JE# to adjust	
Acct. Analysis (UB Fees)	
Outgoing Electronic Wires	
	-\$42,665.35 CO P/R St Tax
	-\$298,740.29 CO P/R Fed Tax
	-\$1,138.24 CASDU Payment
	-\$726,191.68 CO P/R
	-\$301.00 NACHA
	-\$35,500.00 Vendor Payment
	-\$1,805,327.21 ICOE Payroll
	-\$4,781.13 ICOE State Tax
	-\$4,663.31 ICOE State Tax
	-\$20,982.34 ICOE State Tax
	-\$63,760.44 ICOE State Tax
	-\$106,356.88 ICOE Fed Tax
	-\$367,304.30 ICOE Fed Tax
	-\$57,659.58 Chrtr-La Ed Corp Fed Tax

Ending "Claim on Cash in Treasury" **\$122,840,427.68**

**TREASURER'S BALANCE:**

Cash on Hand: Vault	<b>\$2,900.00</b>
Drawer	\$355.65
Bank Deposits on Hand:	\$11,215.65 9/28/2017
	\$229,181.21 9/29/2017

**BANK ACCOUNTS:**

Union Bank - General Account.	<b>\$1,801,600.79</b>
El Dorado - Cash Account	<b>\$54,065.56</b>
El Dorado- Directs Account	<b>\$10,000.00</b>

**INVESTMENTS:**

		<b>% Invested</b>
Local Agency Investment Fund	\$9,000,000.00	<i>Agency Limit</i>
UBS Money Market	\$2,500,000.00	2.04% of 100.00%
Federal Agencies	\$ 62,962,164.00	51.26% of 100.00%
CD	\$24,472,812.86	19.92% of 30.00%
Local Agency Debt	\$ 813,091.91	0.66% of 100.00%
Commercial Paper	\$ 16,330,836.94	13.29% of 15.00%
Corporate Obligation	\$ 4,652,203.11	3.79% of 30.00%

**TOTAL TREASURY BALANCE:** **\$122,840,427.68**

Difference: (Treasury SHORT or OVER) (\$0.00)

Explanation of Difference:

**NOTES**

Investments Maturing Over 1 Year **\$ 71,792,844.04** 58.44% of 60.00%

Holdings - Reporting as of Settlement Date  
Account: 6736305280 - COUNTY OF INYO



As of: 30-Sep-2017

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	BK NEW ENG C/D 0.800% 10/13/17	13-Oct-2017	063847AV9	248,000,000	\$248,000,000 USD	\$247,972.72 USD	N/A	(\$27.28) USD	0.800%	\$1,984.00 USD
Cash & Cash Equivalents	BANK OF TOKYO MITS DC/P 10/31/17	31-Oct-2017	065398XX6	2,000,000,000	\$1,979,450.00 USD	\$1,987,980.00 USD		\$16,530.00 USD	1.390%	\$27,780.56 USD
Cash & Cash Equivalents	NATIXIS NY DCP 11/02/17	02-Nov-2017	63873JY20	4,000,000,000	\$3,963,794.44 USD	\$3,995,600.00 USD		\$31,805.56 USD	1.350%	\$53,938.80 USD
Government Obligations	FCB BDS 11/17/17 0.930%	17-Nov-2017	3133EPPH4	2,000,000,000	\$2,000,000,000 USD	\$1,999,480.00 USD	AA+	(\$520.00) USD	0.930%	\$16,600.00 USD
Corporate Obligations	TRIUMPH BK C/D 1.100% 11/22/17	22-Nov-2017	89678LED5	248,000,000	\$248,000,000 USD	\$248,138.88 USD	N/A	\$138.88 USD	1.099%	\$2,728.00 USD
Government Obligations	FCB BDS 12/26/17 0.900%	26-Dec-2017	3133ECB45	5,000,000,000	\$4,997,500.00 USD	\$4,998,750.00 USD		\$1,250.00 USD	0.900%	\$45,000.00 USD
Cash & Cash Equivalents	BANK OF TOKYO MITS DC/P 12/29/17	29-Dec-2017	065398ZV8	3,000,000,000	\$2,968,286.67 USD	\$2,990,250.00 USD		\$21,963.33 USD	1.444%	\$43,191.66 USD
Corporate Obligations	ISRAEL DISC BK YCD 1.250% 1/16/18	16-Jan-2018	465078HX8	248,000,000	\$248,000,000 USD	\$248,210.80 USD	N/A	\$210.80 USD	1.249%	\$3,100.00 USD
Corporate Obligations	FIRST NATL BK C/D 1.100% 1/22/18	22-Jan-2018	32114LAN9	248,000,000	\$248,000,000 USD	\$248,260.40 USD	N/A	\$260.40 USD	1.099%	\$2,728.00 USD
Corporate Obligations	KEY BK WA OH C/D 1.300% 1/22/18	22-Jan-2018	49306SVX1	248,000,000	\$248,000,000 USD	\$248,282.88 USD	N/A	\$262.88 USD	1.299%	\$3,224.00 USD
Corporate Obligations	WELLS FARGO BK 1.650% 1/22/18	22-Jan-2018	94986JSA1	1,000,000,000	\$1,010,076.58 USD	\$1,000,810.00 USD	AA-	(\$9,266.58) USD	1.649%	\$16,500.00 USD
Cash & Cash Equivalents	BANK OF TOKYO MITS DC/P 2/02/18	02-Feb-2018	065398BZ6	2,000,000,000	\$1,978,786.33 USD	\$1,990,500.00 USD		\$11,711.67 USD	1.457%	\$28,997.23 USD
Corporate Obligations	BOSTON PRIV BK C/D 0.850% 2/05/18	05-Feb-2018	101120DG5	248,000,000	\$248,000,000 USD	\$247,702.40 USD	N/A	(\$297.60) USD	0.851%	\$2,108.00 USD
Corporate Obligations	GRAND BK TUL OKL C/D 0.800% 2/16/18	16-Feb-2018	38522AAS5	248,000,000	\$248,000,000 USD	\$247,630.48 USD	N/A	(\$369.52) USD	0.801%	\$1,984.00 USD
Corporate Obligations	FIRST MIDWEST BK C/D 0.900% 2/22/18	22-Feb-2018	32087LAC6	248,000,000	\$248,000,000 USD	\$247,707.36 USD	N/A	(\$292.64) USD	0.901%	\$2,232.00 USD
Corporate Obligations	BANK OF OLD MONROE CD0.650% 2/23/18	23-Feb-2018	064236AY8	248,000,000	\$248,000,000 USD	\$247,652.80 USD	N/A	(\$347.20) USD	0.851%	\$2,108.00 USD
Corporate Obligations	COMMONWEALTH BUSINESS 0.800% 2/23/18	23-Feb-2018	202750SH4	248,000,000	\$248,000,000 USD	\$247,603.20 USD	N/A	(\$396.80) USD	0.801%	\$1,984.00 USD
Corporate Obligations	PEOPLES MAGNOLIA C/D 0.800% 2/23/18	23-Feb-2018	710505FR4	248,000,000	\$248,000,000 USD	\$247,603.20 USD	N/A	(\$396.80) USD	0.801%	\$1,984.00 USD
Corporate Obligations	YADKIN Y7 BK C/D 0.850% 2/27/18	27-Feb-2018	984308EY8	248,000,000	\$248,000,000 USD	\$247,640.40 USD	N/A	(\$359.60) USD	0.851%	\$2,108.00 USD
Corporate Obligations	BANK AMERICA BD 1.650% 3/26/18	26-Mar-2018	06050TLY6	250,000,000	\$251,812.86 USD	\$250,172.50 USD	A+	(\$1,640.36) USD	1.649%	\$4,125.00 USD
Government Obligations	FHLB BDS 3/29/18 1.000%	29-Mar-2018	3130A7H73	2,000,000,000	\$2,000,000,000 USD	\$1,997,980.00 USD	AA+	(\$2,020.00) USD	1.001%	\$20,000.00 USD
Corporate Obligations	HERITAGE BK C/D 0.850% 3/29/18	29-Mar-2018	4272ALDF9	248,000,000	\$248,000,000 USD	\$247,526.32 USD	N/A	(\$473.68) USD	0.852%	\$2,108.00 USD
Cash & Cash Equivalents	JF MORGAN SECS DCP 4/13/18	13-Apr-2018	46640QDD0	2,500,000,000	\$2,472,437.50 USD	\$2,480,575.00 USD		\$8,137.50 USD	1.502%	\$37,260.42 USD
Corporate Obligations	THOMASVILLE NATL C/D 0.900% 4/19/18	19-Apr-2018	884693BP6	248,000,000	\$248,000,000 USD	\$247,394.88 USD	N/A	(\$605.12) USD	0.902%	\$2,232.00 USD
Corporate Obligations	ALLY BK MIDVALE C/D 1.100% 4/23/18	23-Apr-2018	02006LQJ5	250,000,000	\$250,000,000 USD	\$250,020.00 USD	N/A	\$20.00 USD	1.100%	\$2,750.00 USD
Corporate Obligations	COMENITY CAP BK C/D 1.000% 4/27/18	27-Apr-2018	20033AKC9	250,000,000	\$250,000,000 USD	\$249,595.00 USD	N/A	(\$405.00) USD	1.002%	\$2,500.00 USD
Corporate Obligations	INVESTORS BK C/D 1.100% 4/30/18	30-Apr-2018	46178PEA9	250,000,000	\$250,000,000 USD	\$250,152.50 USD	N/A	\$152.50 USD	1.099%	\$2,750.00 USD
Corporate Obligations	LANDMARK CMNTY BK CD1 0.00% 5/04/18	04-May-2018	51507LAU8	250,000,000	\$250,000,000 USD	\$250,000.00 USD	N/A	\$0.00 USD	1.000%	\$2,500.00 USD
Corporate Obligations	WELLS FOREMOST C/D 1.300% 5/14/18	14-May-2018	981571BE1	200,000,000	\$200,000,000 USD	\$199,922.00 USD	N/A	(\$78.00) USD	1.301%	\$2,600.00 USD
Cash & Cash Equivalents	BANK OF TOKYO MITS DC/P 5/23/18	25-May-2018	065398CER8	3,000,000,000	\$2,968,080.00 USD	\$2,971,020.00 USD		\$2,940.00 USD	1.474%	\$43,800.00 USD
Corporate Obligations	BK NORTH CAROLINA C/ 1.100% 5/30/18	30-May-2018	06414QXG9	248,000,000	\$248,000,000 USD	\$248,210.80 USD	N/A	\$210.80 USD	1.099%	\$2,728.00 USD
Government Obligations	FHLB BDS 6/27/18 1.250%	27-Jun-2018	313383JQ5	3,000,000,000	\$3,000,000,000 USD	\$2,998,920.00 USD		(\$1,080.00) USD	1.250%	\$37,500.00 USD
Corporate Obligations	AMERN EXP SVGS BK 02587CDK3	09-Jul-2018	02587CDK3	248,000,000	\$248,000,000 USD	\$248,213.28 USD	N/A	\$213.28 USD	1.649%	\$4,092.00 USD



As of: 30-Sep-2017

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	CDI 650% 7/09/18	09-Jul-2018	20768ABE4	248,000,000	\$248,000,000 USD	\$248,022.32 USD	N/A	\$22.32 USD	1.350%	\$3,348.00 USD
Corporate Obligations	CONNECTONE BK C/D 1.350% 7/09/18									
Corporate Obligations	EAGLEBANK BETHESDA 0.900% 7/20/18	20-Jul-2018	27002YCX2	245,000,000	\$245,000,000 USD	\$244,083.70 USD	N/A	(\$916.30) USD	0.903%	\$2,205.00 USD
Corporate Obligations	DOLLAR BK FED C/D 1.450% 7/30/18	30-Jul-2018	25665QAS4	248,000,000	\$248,000,000 USD	\$248,203.36 USD	N/A	\$203.36 USD	1.449%	\$3,596.00 USD
Corporate Obligations	WEX BK C/D 1.000% 7/30/18	30-Jul-2018	92937CDY1	248,000,000	\$248,000,000 USD	\$247,273.38 USD	N/A	(\$726.64) USD	1.003%	\$2,480.00 USD
Corporate Obligations	WASHINGTONFIRST BK CDI 2.00% 8/23/18	23-Aug-2018	940727AJ9	248,000,000	\$248,000,000 USD	\$247,442.00 USD	N/A	(\$558.00) USD	1.203%	\$2,976.00 USD
Corporate Obligations	MEDALLION BK UT C/D 1.400% 8/31/18	31-Aug-2018	58403BZ41	248,000,000	\$248,000,000 USD	\$248,540.64 USD	N/A	\$540.64 USD	1.397%	\$3,472.00 USD
Corporate Obligations	MARLIN BUSINESS BK 0.900% 10/18/18	18-Oct-2018	57116AMF2	245,000,000	\$245,000,000 USD	\$243,748.05 USD	N/A	(\$1,251.95) USD	0.905%	\$2,205.00 USD
Government Obligations	FNMA NTS 1.625% 11/27/18	27-Nov-2018	3135G0YT4	3,000,000,000	\$2,989,950,000 USD	\$3,003,900.00 USD	AA+	\$13,950.00 USD	1.623%	\$48,750.00 USD
Corporate Obligations	MERRICK BK SO J C/D 1.350% 11/30/18	30-Nov-2018	59013JLT4	248,000,000	\$248,000,000 USD	\$248,282.72 USD	N/A	\$282.72 USD	1.348%	\$3,348.00 USD
Corporate Obligations	LIVE OAK BKG CO C/D 1.250% 12/10/18	10-Dec-2018	538036CC6	248,000,000	\$248,000,000 USD	\$248,245.52 USD	N/A	\$245.52 USD	1.249%	\$3,100.00 USD
Corporate Obligations	POST OAK BK C/D 1.150% 12/21/18	21-Dec-2018	73749AS7	248,000,000	\$248,000,000 USD	\$248,114.08 USD	N/A	\$114.08 USD	1.149%	\$2,852.00 USD
Corporate Obligations	ENERBANK USA UT C/D 1.500% 12/24/18	24-Dec-2018	29268NW78	245,000,000	\$245,000,000 USD	\$244,838.30 USD	N/A	(\$161.70) USD	1.501%	\$3,675.00 USD
Corporate Obligations	CITIZENS PROGRESSI CDI 2.50% 2/12/19	12-Feb-2019	176544AA2	248,000,000	\$248,000,000 USD	\$248,168.64 USD	N/A	\$168.64 USD	1.249%	\$3,100.00 USD
Corporate Obligations	BTC BK BETHANY C/D 1.200% 2/19/19	19-Feb-2019	05577FAQ1	248,000,000	\$248,000,000 USD	\$246,693.04 USD	N/A	(\$1,306.96) USD	1.206%	\$2,976.00 USD
Corporate Obligations	FARM BUR BK FSS C/D 1.000% 2/19/19	19-Feb-2019	307660KJ8	248,000,000	\$248,000,000 USD	\$246,115.20 USD	N/A	(\$1,884.80) USD	1.008%	\$2,480.00 USD
Corporate Obligations	HANMI BK LA CA C/D 1.350% 2/19/19	19-Feb-2019	410493BZ2	248,000,000	\$248,000,000 USD	\$247,203.92 USD	N/A	(\$796.08) USD	1.354%	\$3,348.00 USD
Corporate Obligations	INVESTORS BK C/D 1.800% 2/25/19	25-Feb-2019	46176PEK7	248,000,000	\$248,000,000 USD	\$249,049.04 USD	N/A	\$1,049.04 USD	1.593%	\$3,968.00 USD
Corporate Obligations	LAKEVIEW BK C/D 1.500% 2/28/19	28-Feb-2019	51210SKU0	248,000,000	\$248,000,000 USD	\$249,046.56 USD	N/A	\$1,046.56 USD	1.494%	\$3,720.00 USD
Corporate Obligations	MERCANTILE TR BK C/D 1.500% 2/28/19	28-Feb-2019	587550EL4	248,000,000	\$248,000,000 USD	\$249,046.56 USD	N/A	\$1,046.56 USD	1.494%	\$3,720.00 USD
Corporate Obligations	FIRST BK CHARLESTN CDI 5.00% 3/29/19	29-Mar-2019	31909PAX9	248,000,000	\$248,000,000 USD	\$247,618.08 USD	N/A	(\$381.92) USD	1.502%	\$3,720.00 USD
Corporate Obligations	LUANA SVGS BK C/D 1.300% 4/29/19	29-Mar-2019	549103SU4	245,000,000	\$245,000,000 USD	\$243,699.95 USD	N/A	(\$1,100.05) USD	1.306%	\$3,185.00 USD
Corporate Obligations	MARLIN BUSINESS C/D 1.100% 4/29/19	29-Apr-2019	57116ALN6	248,000,000	\$248,000,000 USD	\$247,067.52 USD	N/A	(\$932.48) USD	1.104%	\$2,728.00 USD
Corporate Obligations	PRIVATEBANK & TC C/D 1.100% 5/08/19	06-May-2019	74267GVC8	248,000,000	\$248,000,000 USD	\$247,042.72 USD	N/A	(\$957.28) USD	1.104%	\$2,728.00 USD
Corporate Obligations	UNION BK CALIF MTN 2.250% 5/08/19	06-May-2019	90520EAF8	1,600,000,000	\$1,610,890,000 USD	\$1,605,056.00 USD	A+	(\$5,824.00) USD	2.243%	\$36,000.00 USD
Government Obligations	FNMA BDS 5/24/19	24-May-2019	3136G2YF8	2,000,000,000	\$2,000,000,000 USD	\$1,987,060.00 USD	AA+	(\$12,940.00) USD	1.157%	\$23,000.00 USD
Corporate Obligations	FIRST BUS BK C/D 1.450% 5/28/19	28-May-2019	31939QL69	248,000,000	\$248,000,000 USD	\$247,246.08 USD	N/A	(\$753.92) USD	1.454%	\$3,596.00 USD
Corporate Obligations	MB FINL BK NA C/D 1.400% 6/04/19	03-Jun-2019	55266CPU4	248,000,000	\$248,000,000 USD	\$248,830.80 USD	N/A	\$830.80 USD	1.395%	\$3,472.00 USD
Corporate Obligations	WASHINGTON TR CO C/D CDI 2.00% 6/24/19	04-Jun-2019	940637HJ3	248,000,000	\$248,000,000 USD	\$248,828.32 USD	N/A	\$828.32 USD	1.395%	\$3,472.00 USD
Corporate Obligations	CAROLINA ALLIANCE CDI 2.00% 6/24/19	24-Jun-2019	14376B8A14	248,000,000	\$248,000,000 USD	\$246,095.36 USD	N/A	(\$1,904.64) USD	1.209%	\$2,976.00 USD
Government Obligations	FFCB BDS 0.950% 7/01/19	01-Jul-2019	3133EGJUC0	3,000,000,000	\$3,000,000,000 USD	\$2,965,770.00 USD	AA+	(\$34,230.00) USD	0.961%	\$28,500.00 USD
Corporate Obligations	STATE BK INDIA C/D 2.100% 8/19/19	19-Aug-2019	85283Z27	248,000,000	\$248,000,000 USD	\$249,694.72 USD	N/A	\$1,694.72 USD	2.084%	\$5,208.00 USD
Corporate Obligations	WELCH ST BK OK C/D 1.050% 8/19/19	19-Aug-2019	949086AY9	248,000,000	\$248,000,000 USD	\$245,286.88 USD	N/A	(\$2,713.12) USD	1.062%	\$2,604.00 USD



Holdings - Reporting as of Settlement Date  
Account: 6736305280 - COUNTY OF INYO



As of: 30-Sep-2017

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	EAST BOSTON SVGS C/D 1.700% 8/23/19	23-Aug-2019	27113PAK7	248,000,000	\$248,000,000 USD	\$248,089,28 USD	N/A	\$89,28 USD	1.689%	\$4,216.00 USD
Government Obligations	FNMA NT 1.250% 10/28/19	28-Oct-2019	3135G0G71	2,000,000,000	\$2,000,000,000 USD	\$1,978,740,00 USD	AA+	(\$21,260.00) USD	1.263%	\$25,000.00 USD
Government Obligations	FFCB BDS 1.300% 11/25/19	25-Nov-2019	3135G8K0	2,000,000,000	\$1,997,000,000 USD	\$1,983,160,00 USD	AA+	(\$13,840.00) USD	1.311%	\$26,000.00 USD
Corporate Obligations	LCA BK CORP PK C/D 1.650% 11/25/19	25-Nov-2019	507198HNS	248,000,000	\$248,000,000 USD	\$249,351,60 USD	N/A	\$1,351.60 USD	1.641%	\$4,092.00 USD
Government Obligations	FHLMC NTS 1.350% 11/28/19	26-Nov-2019	3134G9KW6	1,000,000,000	\$1,000,000,000 USD	\$993,190,00 USD	AA+	(\$6,810.00) USD	1.359%	\$13,500.00 USD
Government Obligations	FNMA NT 1.400% 11/28/19	26-Nov-2019	3136G2YA9	2,000,000,000	\$2,000,000,000 USD	\$1,983,720,00 USD	AA+	(\$16,280.00) USD	1.411%	\$28,000.00 USD
Corporate Obligations	SALLIE MAE BK C/D 2.000% 12/09/19	09-Dec-2019	795450XF7	245,000,000	\$245,000,000 USD	\$246,258,85 USD	N/A	\$1,256.85 USD	1.990%	\$4,900.00 USD
Corporate Obligations	FIRST BUSINESS BK C/ 1.100% 1/21/20	21-Jan-2020	31938QR30	245,000,000	\$245,000,000 USD	\$244,086,15 USD	N/A	(\$913.85) USD	1.606%	\$3,920.00 USD
Corporate Obligations	CONTINENTAL BK C/D 1.450% 1/29/20	29-Jan-2020	211163FQ8	248,000,000	\$248,000,000 USD	\$244,215,52 USD	N/A	(\$3,784.48) USD	1.117%	\$2,728.00 USD
Corporate Obligations	AMERICAN ST BK C/D 1.800% 2/05/20	05-Feb-2020	028728A19	245,000,000	\$245,000,000 USD	\$243,179,65 USD	N/A	(\$1,820.35) USD	1.461%	\$3,552.50 USD
Corporate Obligations	STEARNS BK NA ST C/D 1.600% 2/26/20	26-Feb-2020	857894TA7	248,000,000	\$248,000,000 USD	\$246,918,72 USD	N/A	(\$1,081.28) USD	1.607%	\$3,968.00 USD
Corporate Obligations	FIRST SOURCE BK C/D 1.800% 2/28/20	28-Feb-2020	33646CFN9	248,000,000	\$248,000,000 USD	\$250,499,84 USD	N/A	\$2,499.84 USD	1.782%	\$4,464.00 USD
Corporate Obligations	WEBBANK SALT LAKE C/D 1.850% 3/30/20	30-Mar-2020	947547JNS	248,000,000	\$248,000,000 USD	\$248,171,12 USD	N/A	\$171.12 USD	1.849%	\$4,568.00 USD
Government Obligations	FHFB BDS 1.600% 4/13/20	13-Apr-2020	3130AB3F1	1,000,000,000	\$1,000,000,000 USD	\$998,260,00 USD	AA+	(\$1,740.00) USD	1.603%	\$16,000.00 USD
Government Obligations	FHLMC MTN SU 1.000% 4/24/20	24-Apr-2020	3134GBG88	2,000,000,000	\$1,998,000,000 USD	\$1,992,960,00 USD	AA+	(\$5,040.00) USD	1.004%	\$20,000.00 USD
Corporate Obligations	SYNCHRONY BK C/D 1.900% 4/24/20	24-Apr-2020	87165FGF5	248,000,000	\$248,000,000 USD	\$249,130,88 USD	N/A	\$1,130.88 USD	1.881%	\$4,712.00 USD
Corporate Obligations	BENEFICIAL MUT C/D 1.250% 4/27/20	27-Apr-2020	08173QBP0	248,000,000	\$248,000,000 USD	\$246,375,60 USD	N/A	(\$1,624.40) USD	1.258%	\$3,100.00 USD
Corporate Obligations	WELLS FARGO BK C/D 1.250% 4/30/20	30-Apr-2020	948681TT4	250,000,000	\$250,000,000 USD	\$249,937,50 USD	N/A	(\$62.50) USD	1.250%	\$3,125.00 USD
Corporate Obligations	GOLDMAN SACHS BK C/D 1.900% 5/06/20	06-May-2020	38148JUS6	248,000,000	\$248,000,000 USD	\$248,473,68 USD	N/A	\$473.68 USD	1.896%	\$4,712.00 USD
Corporate Obligations	AMEX CENTRN C/D 1.950% 5/07/20	07-May-2020	02587DXT0	245,000,000	\$245,000,000 USD	\$244,843,20 USD	N/A	(\$156.80) USD	1.951%	\$4,777.50 USD
Government Obligations	FFCB BDS 1.420% 5/18/20	18-May-2020	3133EGAX3	1,000,000,000	\$999,490,000 USD	\$991,380,00 USD	AA+	(\$8,110.00) USD	1.432%	\$14,200.00 USD
Corporate Obligations	COMMERCIAL BK C/D 1.750% 5/29/20	29-May-2020	201282HB9	245,000,000	\$245,000,000 USD	\$244,443,85 USD	N/A	(\$556.15) USD	1.754%	\$4,287.50 USD
Corporate Obligations	EVERGREEN BK GROUP C/D 1.600% 5/29/20	29-May-2020	300185FM2	248,000,000	\$248,000,000 USD	\$246,469,84 USD	N/A	(\$1,530.16) USD	1.610%	\$3,968.00 USD
Corporate Obligations	CIT BANK SLC UT C/D 2.300% 6/30/20	30-Jun-2020	17284DDN9	248,000,000	\$248,000,000 USD	\$250,943,76 USD	N/A	\$2,943.76 USD	2.273%	\$5,704.00 USD
Corporate Obligations	GUARANTY ST BK & TR 1.600% 6/30/20	30-Jun-2020	401228AAW1	245,000,000	\$245,000,000 USD	\$246,484,70 USD	N/A	\$1,484.70 USD	1.590%	\$3,920.00 USD
Corporate Obligations	CAPITAL ONE BK C/D 2.250% 7/01/20	01-Jul-2020	14042DSX9	248,000,000	\$248,000,000 USD	\$249,612,00 USD	N/A	\$1,612.00 USD	2.235%	\$5,580.00 USD
Government Obligations	FFCB BDS 1.190% 7/13/20	13-Jul-2020	3133EGLB9	2,000,000,000	\$1,999,000,000 USD	\$1,970,860,00 USD	AA+	(\$28,140.00) USD	1.208%	\$23,800.00 USD
Corporate Obligations	CAPITAL ONE C/D 2.300% 7/15/20	15-Jul-2020	14042E4P2	248,000,000	\$248,000,000 USD	\$250,256,80 USD	N/A	\$2,256.80 USD	2.279%	\$5,704.00 USD
Corporate Obligations	PNC FINL SERV 2.600% 7/17/20	21-Jul-2020	69363RES3	1,000,000,000	\$1,027,646.53 USD	\$1,015,200.00 USD	A	(\$12,446.53) USD	2.561%	\$26,000.00 USD
Corporate Obligations	IOWA ST BK C/D 1.550% 7/29/20	29-Jul-2020	46256YAH2	245,000,000	\$245,000,000 USD	\$246,960,00 USD	N/A	\$1,960.00 USD	1.538%	\$3,797.50 USD
Corporate Obligations	LUBBOCK NATL BK C/D 1.550% 7/29/20	29-Jul-2020	549152CM6	245,000,000	\$245,000,000 USD	\$246,278,90 USD	N/A	\$1,278.90 USD	1.542%	\$3,797.50 USD
Corporate Obligations	CARROLL CNTY ST C/D 1.200% 8/12/20	12-Aug-2020	145087AH5	248,000,000	\$248,000,000 USD	\$243,704,64 USD	N/A	(\$4,295.36) USD	1.221%	\$2,976.00 USD
Corporate Obligations	IROQUOIS FED SVGS C/ 1.613%	12-Aug-2020	46355PPV9	248,000,000	\$248,000,000 USD	\$246,068,08 USD	N/A	(\$1,931.92) USD	1.613%	\$3,968.00 USD

Holdings - Reporting as of Settlement Date  
Account: 6736305280 - COUNTY OF INYO



As of: 30-Sep-2017

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gains/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	1.600% 8/12/20 BRIDGEWATER BK C/D	17-Aug-2020	108622ET4	248,000,000	\$246,000,000 USD	\$245,338,96 USD	N/A	(\$2,661.04) USD	1.516%	\$3,720,000 USD
Corporate Obligations	1.500% 8/11/20 KS STATEBANK C/D	19-Aug-2020	50116CAJ8	248,000,000	\$248,000,000 USD	\$248,954,80 USD	N/A	\$954.80 USD	1.544%	\$3,844,000 USD
Corporate Obligations	1.500% 8/18/20 EVERBK JACKSONVILL	28-Aug-2020	29976DA59	248,000,000	\$248,000,000 USD	\$249,130,88 USD	N/A	\$1,130.88 USD	2.041%	\$5,084,000 USD
Corporate Obligations	2.000% 8/28/20 CORRSTOWN BK C/D	28-Aug-2020	687377DS7	248,000,000	\$248,000,000 USD	\$248,193,44 USD	N/A	\$193.44 USD	1.999%	\$4,960,000 USD
Corporate Obligations	2.000% 8/28/20 BARCLAYS BK C/D	16-Sep-2020	06740KJK4	248,000,000	\$248,000,000 USD	\$250,497,36 USD	N/A	\$2,497.36 USD	2.178%	\$5,456,000 USD
Corporate Obligations	2.200% 9/16/20 FIRST SVC BK GREEN	12-Nov-2020	33640VBS2	248,000,000	\$248,000,000 USD	\$244,882,64 USD	N/A	(\$3,117.36) USD	1.519%	\$3,720,000 USD
Corporate Obligations	1.500% 11/12/20 MAPLE CITY SVGS C/D	07-Dec-2020	58511PAC2	248,000,000	\$248,000,000 USD	\$244,778,48 USD	N/A	(\$3,221.52) USD	1.520%	\$3,720,000 USD
Corporate Obligations	1.500% 12/07/20 HSBC BANK USA C/D SI	09-Dec-2020	40434AE62	248,000,000	\$248,000,000 USD	\$247,600,72 USD	N/A	(\$999.28) USD	1.628%	\$4,030,000 USD
Corporate Obligations	1.625% 12/09/20 BMW BK N.A. SL C/D	16-Dec-2020	05580ADM3	245,000,000	\$245,000,000 USD	\$247,109,45 USD	N/A	\$2,109.45 USD	2.231%	\$5,512,500 USD
Corporate Obligations	2.250% 12/19/20 FHLMC MTN	22-Dec-2020	3134GBSA1	2,000,000,000	\$2,000,000,000 USD	\$1,990,920,00 USD	AA+	(\$9,080.00) USD	1.708%	\$4,000,000 USD
Corporate Obligations	2.050% 1/15/21 BANK HAZPOALIM C/D	15-Jan-2021	06251AL40	245,000,000	\$245,000,000 USD	\$245,950,60 USD	N/A	\$950.60 USD	2.042%	\$5,022,500 USD
Corporate Obligations	1.600% 2/11/21 COMMUNITY FINL C/D	17-Feb-2021	20364ABA2	248,000,000	\$248,000,000 USD	\$245,289,36 USD	N/A	(\$2,710.64) USD	1.618%	\$3,968,000 USD
Corporate Obligations	1.900% 2/19/21 INVS SR GBL INT	19-Feb-2021	45920JF9	1,000,000,000	\$1,000,000,000 USD	\$1,003,030,00 USD	A+	(\$70.00) USD	2.243%	\$22,500,000 USD
Corporate Obligations	1.800% 2/26/21 INVESTORS CMNTY BK	26-Feb-2021	46147USN1	248,000,000	\$248,000,000 USD	\$246,888,96 USD	N/A	(\$1,111.04) USD	1.809%	\$4,464,000 USD
Corporate Obligations	1.900% 3/24/21 UNION ST BK CLAY C/D	24-Mar-2021	908414BK0	248,000,000	\$248,000,000 USD	\$247,667,68 USD	N/A	(\$332.32) USD	1.903%	\$4,712,000 USD
Government Obligations	1.250% 5/06/21 FNMA NTS	06-May-2021	3135G0K69	2,000,000,000	\$1,983,900,000 USD	\$1,964,460,00 USD	AA+	(\$19,440.00) USD	1.273%	\$25,000,000 USD
Government Obligations	1.500% 5/26/21 FNMA NT	26-May-2021	3136G3PR0	2,000,000,000	\$2,000,000,000 USD	\$1,975,280,00 USD	AA+	(\$24,720.00) USD	1.519%	\$30,000,000 USD
Corporate Obligations	1.500% 5/26/21 PRIVATEBANK & TC C/D	26-May-2021	74267GVG9	248,000,000	\$248,000,000 USD	\$244,914,88 USD	N/A	(\$3,085.12) USD	1.519%	\$3,720,000 USD
Corporate Obligations	1.650% 6/07/21 UBS BK USA SALT C/D	07-Jun-2021	9034BJAR1	248,000,000	\$248,000,000 USD	\$244,870,24 USD	N/A	(\$3,129.76) USD	1.671%	\$4,092,000 USD
Corporate Obligations	1.650% 6/24/21 MERCANTIL COMMERCE	24-Jun-2021	59733ACY3	248,000,000	\$248,000,000 USD	\$244,810,72 USD	N/A	(\$3,189.28) USD	1.671%	\$4,092,000 USD
Government Obligations	1.550% 7/27/21 FNMA NTS	27-Jul-2021	3136G3H24	6,000,000,000	\$6,000,000,000 USD	\$5,901,780,00 USD	AA+	(\$98,220.00) USD	1.576%	\$93,000,000 USD
Government Obligations	1.350% 9/30/21 FHLE BDS SU	30-Sep-2021	3130A9DH1	3,000,000,000	\$3,000,000,000 USD	\$2,960,070,00 USD	AA+	(\$39,930.00) USD	1.529%	\$3,720,000 USD
Corporate Obligations	1.800% 10/17/21 APEX BK CAMDEN TN	12-Oct-2021	03763XAK3	248,000,000	\$248,000,000 USD	\$243,310,32 USD	N/A	(\$4,689.68) USD	1.529%	\$3,720,000 USD
Government Obligations	2.000% 10/27/21 FHLMC MTN	27-Oct-2021	3134GBWK4	3,000,000,000	\$3,000,000,000 USD	\$2,985,270,00 USD	AA+	(\$14,730.00) USD	2.010%	\$60,000,000 USD
Corporate Obligations	1.750% 11/02/21 DISCOVER BK C/D	02-Nov-2021	254672M39	245,000,000	\$245,000,000 USD	\$239,708,00 USD	N/A	(\$5,292.00) USD	1.789%	\$4,287,500 USD
Corporate Obligations	1.800% 11/16/21 JPMORGAN CHASE C/D	16-Nov-2021	48126XLB9	248,000,000	\$248,000,000 USD	\$242,749,84 USD	N/A	(\$5,250.16) USD	1.839%	\$4,464,000 USD
Government Obligations	2.020% 11/24/21 FHLMC MTN	24-Nov-2021	3134GBMX7	1,020,000,000	\$1,020,000,000 USD	\$1,008,912,60 USD	AA+	(\$11,087.40) USD	2.042%	\$20,604,000 USD
Government Obligations	1.875% 11/29/21 FHLE CONS BD	29-Nov-2021	3130AABG2	2,000,000,000	\$1,977,324,000 USD	\$2,001,640,00 USD	AA+	\$24,316.00 USD	1.873%	\$37,500,000 USD
Corporate Obligations	2.350% 11/30/21 TEXAS EXCHANGE BK	30-Nov-2021	88241TAV2	248,000,000	\$248,000,000 USD	\$244,718,96 USD	N/A	(\$3,281.04) USD	1.723%	\$4,216,000 USD
Corporate Obligations	2.350% 2/24/22 STATE BK INDIA YCD	24-Feb-2022	8562846J8	248,000,000	\$248,000,000 USD	\$250,571,76 USD	N/A	\$2,571.76 USD	2.326%	\$5,828,000 USD
Corporate Obligations	2.350% 2/28/22 JPMORGAN CHASE BK CD	28-Feb-2022	48126XV9N	248,000,000	\$248,000,000 USD	\$249,170,56 USD	N/A	\$1,170.56 USD	2.339%	\$5,828,000 USD
Corporate Obligations	2.050% 3/01/22 UNITED CMNTY BKS C/D	01-Mar-2022	90984F5A9	248,000,000	\$248,000,000 USD	\$247,409,76 USD	N/A	(\$590.24) USD	2.055%	\$5,084,000 USD

Holdings - Reporting as of Settlement Date  
Account: 6736305280 - COUNTY OF INYO



As of: 30-Sep-2017

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	BELMONT SVGS BK C/D 2.150%, 3/21/22	21-Mar-2022	080515BVD	248,000,0000	\$248,000,00 USD	\$248,280.24 USD N/A		\$280.24 USD	2.148%	\$5,332.00 USD
Corporate Obligations	AMERICAN EXP CEN C/D 2.450%, 4/05/22	05-Apr-2022	02587DN38	248,000,0000	\$248,000,00 USD	\$250,038.58 USD N/A		\$2,038.58 USD	2.430%	\$6,076.00 USD
Government Obligations	FHLMC MTN S/U 1.500%, 6/15/22	15-Jun-2022	3134GBRV6	1,000,000,0000	\$1,000,000,00 USD	\$998,570.00 USD AA+		(\$1,430.00) USD	1.502%	\$15,000.00 USD
Government Obligations	FFCB BDS 7/1/22	12-Jul-2022	3133EHDZ9	2,000,000,0000	\$2,000,000,00 USD	\$1,985,540.00 USD AA+		(\$13,450.00) USD	2.165%	\$43,000.00 USD
Government Obligations	FFCB BDS 8/1/22	12-Sep-2022	3133EHXZ1	3,000,000,0000	\$3,000,000,00 USD	\$2,981,880.00 USD AA+		(\$18,120.00) USD	2.012%	\$60,000.00 USD
Government Obligations	FFCB BDS 9/28/22	28-Sep-2022	3133EHA78	3,000,000,0000	\$3,000,000,00 USD	\$2,987,610.00 USD AA+		(\$12,390.00) USD	2.159%	\$64,500.00 USD
<b>Subtotals</b>										
Cash & Cash Equivalents					\$16,330,336.94 USD	\$16,425,925.00 USD		\$95,088.06 USD		\$234,966.77 USD
<b>Government Obligations</b>					\$62,962,164.00 USD	\$62,587,062.60 USD		(\$375,101.40) USD		\$870,454.00 USD
Corporate Obligations					\$29,125,015.97 USD	\$29,057,205.57 USD		(\$67,810.40) USD		\$463,425.00 USD
<b>Total</b>					\$108,418,016.91 USD	\$108,070,493.17 USD		(\$347,523.74) USD		\$1,598,847.77 USD

**COUNTY OF INYO**  
**PARS OPEB Trust Program**

**Account Report for the Period**  
**8/1/2017 to 8/31/2017**

Kevin Carunchio  
County Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

**Account Summary**

Source	Beginning Balance as of 8/1/2017	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 8/31/2017
OPEB	\$6,235,981.17	\$0.00	\$36,055.08	\$1,455.73	\$0.00	\$0.00	\$6,270,580.52
<b>Totals</b>	<b>\$6,235,981.17</b>	<b>\$0.00</b>	<b>\$36,055.08</b>	<b>\$1,455.73</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,270,580.52</b>

**Investment Selection**  
**Moderate HighMark PLUS**

**Investment Objective**

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

**Investment Return**

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
0.58%	2.54%	9.57%	5.06%	7.47%	-	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

469 South Main Street  
Bishop, CA 93514  
(760) 872-5960  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)

# 37



October 25, 2017

File No.: 825.17929.14437

Inyo County Board of Supervisors  
P O Drawer N  
Independence, CA 93526

RECEIVED  
2017 OCT 30 AM 11:33  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

*Timothy P. Noyes*  
T. P. NOYES, Captain  
Commander  
Bishop Area

Enclosure

cc: Caltrans



**HAZARDOUS MATERIALS INCIDENT REPORT**

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER <b>17-7963</b>	COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER <b>9825-2017-00363</b> <input type="checkbox"/> No
--------------------------------------	---

HAZMAT CASUALTIES	NO. EXPOSED/ DECONNED	NO. INJURED	NO. KILLED	CITY <b>Unincorporated</b>	JUDICIAL DISTRICT <b>Independance</b>	PHOTOGRAPHS BY <input type="checkbox"/> NONE <b>E. Diffner #17929</b>
AGENCY PERSONNEL				COUNTY <b>Inyo</b>	NCIC <b>9825</b>	HAZMAT PLACARDS DISPLAYED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OTHERS						

INCIDENT DATE (MM/DD/YYYY) <b>10/23/2017</b>	INCIDENT TIME <b>0833</b> HOURS	TIME CALTRANS/COUNTY ROADS NOTIFIED <b>0938</b> HOURS	TIME O.E.S. NOTIFIED <b>1009</b> HOURS	STATE HIGHWAY RELATED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	------------------------------------	--	---	--

INCIDENT OCCURRED ON  
**SR-190**

AT INTERSECTION WITH  
 OR

MILEPOST INFORMATION <b>227.00 feet West of 190 INY 63.00</b>	GPS COORDINATES LATITUDE <b>36.209020°</b> LONGITUDE <b>-117.202730°</b>
--	---

NAME (FIRST, MIDDLE, LAST) <b>Dusty Lee West</b>	DRIVER'S LICENSE NUMBER <b>2005740020</b>	STATE <b>NV</b>	VEH. YEAR <b>1986</b>	MAKE <b>Peterbuilt Tractor</b>	LICENSE NUMBER <b>56894A</b>	STATE <b>NV</b>
STREET ADDRESS <b>1550 Silver Peak Ave.</b>	VEH. YEAR <b>1999</b>	MAKE <b>Fony flatbed</b>	LICENSE NUMBER <b>TH3333</b>	STATE <b>ID</b>		
CITY/STATE/ZIP CODE <b>Pahrump, NV 89048</b>	VEH. YEAR <b>1999</b>	MAKE <b>Fony flatbed</b>	LICENSE NUMBER <b>TH3333</b>	STATE <b>ID</b>		

HOME PHONE	BUSINESS PHONE <b>(775) 537-1500</b>	CARRIER NAME <b>Eagle Iron &amp; Metal Inc.</b>
------------	---	--

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)	REGISTERED OWNER <input type="checkbox"/> SAME AS DRIVER <b>Eagle Iron &amp; Metal Inc.</b>
<input type="checkbox"/> On-site fire services	OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER <b>1650 E. Mesquite Ave Pahrump, NV 89060</b>
<input type="checkbox"/> Private info source	VEHICLE IDENTIFICATION NUMBER <b>Tractor-1XP9D28X4GN202151, Trailer- 4LF4S513XX3508282</b>
<input type="checkbox"/> Off-site fire services	VEHICLE TYPE <b>25 31</b>
<input type="checkbox"/> On-site non-fire services	CA NUMBER <b>17532</b>
<input type="checkbox"/> Off-site non-fire services	DOT NUMBER <b>1545799</b>
<input type="checkbox"/> Computer software	
<input type="checkbox"/> Chemist	
<input type="checkbox"/> Other	

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
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CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
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CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
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CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
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PROPERTY USE <b>State Highway</b>	SURROUNDING AREA <b>Open land</b>	PROPERTY MANAGEMENT <b>State</b>
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RELEASE FACTORS <b>Collision/Overturn</b>	EQUIPMENT TYPE INVOLVED <b>Vehicle fuel system</b>	HAZMAT CONFIRMED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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CITATION ISSUED OR COMPLAINT TO BE FILED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	PRIMARY CAUSE OF INCIDENT <input checked="" type="checkbox"/> Violation 22350 VC	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<input type="checkbox"/> Other Code violation	DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WEATHER <b>Clear</b>
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ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

Sequence of events  Evacuation details  Cleanup actions  CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)

Road closures  Environmental impact  Actions of other agencies

COMPLETE THE FOLLOWING

Incident Action Plan  Site Safety Plan  Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE <b>10/24/2017 1652</b> HOURS	BY WHOM (NAME, TITLE AND AGENCY) <b>Dave Batchelder, Hazardous Material Specialist, Cal-Trans</b>
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PREPARER'S NAME, RANK, AND ID NUMBER <b>E. Diffner, Sergeant, 17929</b>	DATE <b>10/24/2017</b>	REVIEWER'S NAME, RANK, AND ID NUMBER <b>T. Noyes, Captain, 14437</b>	DATE <b>10/25/2017</b>
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# 38

Department of Alcoholic Beverage Control

State of California

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control  
4800 STOCKDALE HWY  
STE 213  
BAKERSFIELD, CA 93309  
(661) 395-2731

File Number: 587941  
Receipt Number: 2462739  
Geographical Code: 1400  
Copies Mailed Date: October 20, 2017  
Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**  
First Owner: **QUICK FUEL, LLC**  
Name of Business: **QUICK FUEL LLC**  
Location of Business: **356 N MAIN ST  
BIG PINE, CA 93513**  
County: **INYO**  
Is Premise inside city limits? **No**  
Mailing Address: **11 E 4TH ST  
BAKERSFIELD, CA 93307**  
(If different from premises address)

**RECEIVED**  
**2017 OCT 25 AM 11: 37**  
**INYO COUNTY**  
**ADMINISTRATOR**  
**CLERK OF THE BOARD**  
Census Tract **0005.00**

Type of license(s): **20**

Transferor's license/name: **370287 / SANDOVAL, MARGARITA** Dropping Partner: Yes  No

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
20 - Off-Sale Beer And Win.	ANNUAL FEE	NA	Y	0	10/20/17	\$254.00
20 - Off-Sale Beer And Win.	PERSON-TO-PERSON TRANSFER	NA	Y	0	10/20/17	\$50.00
Total						\$304.00

Have you ever been convicted of a felony? **No**  
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of INYO Date: October 20, 2017

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

QUICK FUEL, LLC

See 211 Signature Page

*Recorded Notice Forthcoming*