



Inyo Local Agency Formation Commission
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
(760) 872-2706
FAX: (760) 872-2712
E-Mail: inyolafco@qnet.com

LAFCO STAFF REPORT

AGENDA ITEM No. **5 (Action Item - Public Hearing)**

DATE OF MEETING: **December 5, 2022**

SUBJECT: **LAFCO Application 2022-01/Bishop Rural Fire Protection District and the Rovana Parties**

EXECUTIVE SUMMARY

This application is a request for approval of an out-of-area service contract for fire protection and emergency medical services from the Bishop Rural Fire Protection District (BRFPD) to parcels (APN: 009-120-27, 009-120-29, 009-120-30) located in an area of Inyo County locally referred to as Rovana (map attached in contract, Attachment 1). These three parcels consist of approximately 179-acres. The parcel with: APN 009-120-27 is 58-acre parcel with 85 dwelling units; APN 009-120-29 is 108-acres and has 1 dwelling unit; and, APN 009-120-30 is 13-acres with 1 dwelling unit. All are located outside of the District boundary, but within the LAFCO-adopted Sphere of Influence for the District. The property owner, the Rovana Parties, wishes to enter into an out-of-area service contract with BRFPD for fire protection and emergency medical services for the approximately 87-dwelling units, plus several accessory buildings in Rovana, as well as, in support of a possible, future, subdivision.

Government Code Section 56134 requires that private property owners requesting the extension of city or district fire services to an area that is not within the city or district boundary receive LAFCO approval for an out-of-area service agreement. The Commission's approval is required for a city or district to provide new or extended services where the area to be added does not increase the overall service area size by 25-percent and/or the number of employees, based on the extension of service, by 25-percent of the current number. Staff is recommending approval of the out-of-agency service agreement as the request does not meet the limits set by 65134 for an exemption.

PROJECT INFORMATION:

Application: LAFCO Application No. 2022-01/Bishop Rural Fire Protection District
Applicant: Bishop Rural Fire Protection District
Landowner: The Rovana Parties
Location: The community of Rovana
A.P.N.: 009-120-27, 009-120-29, 009-120-30
Territory Size: 179-acres (three parcels)
Zoning: Open Space with a Forty-Acre Minimum (OS-40); Rural Residential with a 10-acre minimum; Multiple Residential Three Units and Above (R3); and Heavy Commercial (C4)
General Plan: Residential Ranch (RR); Residential Medium Density (RM); Open Space and

Existing Utilities: Recreation (OSR); and Heavy Commercial (HC)
Sewer: Private Sewer System
Water: Private Water System

Proposal: Approval of an out-of-area service contract between the Bishop Rural Fire Protection District and the Rovana Parties (Attachment 1), to provide fire protection services from the District to three parcels of land with APN 009-120-27, 009-120-29, and 009-120-30 consistent with an agreement between the District and the Rovana Parties for provision of fire protection and emergency medical services. As required, the BRFPD submitted an application by Resolution for the out-of-area service contract (Attachment 2).

Recommended

Action: *Adopt the Resolution* of the Commission making findings and approving the out-of-area service agreement between the Bishop Rural Fire Protection District and the Rovana Parties.

Alternatives: *Do not approve the* out-of-area service agreement. This is not recommended as this contract will memorialize and make official services already rendered by BRFPD to the Rovana Parties and is in the best interest of the residents of the community to have this level of fire protection and emergency services.

Project Planner: Cathreen Richards

ANALYSIS:

The Board of Directors of the BRFPD and the owners of Pine Creek Village LP, Pine Creek Ranches LLC and the Plum Family Limited Partnership, collectively referred to as the Rovana Parties wish to enter into an out-of-area service contract for fire protection and emergency services.

Government Code Section 56134 provides for an exemption from LAFCO consideration of such out-of-agency fire service contracts that do either:

- A. Transfer the responsibility for providing services in more than 25-percent of the area within the jurisdictional boundaries of any public agency affected by the contract agreement.
- B. Changes the employment status of more than 25-percent of the employees of any public agency affected by the contract or agreement.

The area of the proposed extension of service by the contract is about 179-acres. The BRFPD has responded to fire and medical calls to Rovana for many years with no contract or financial relief. The services that will be provided by BRFPD are already in place and expand well beyond the wildland fire services of Cal Fire to structure fires and emergency medical services. The BRFPD area itself, not including the sphere of influence, is over 8,000-acres. The addition of the 179-acres represents about a 2-percent increase of the area in BRFPD's jurisdiction and the BRFPD will not add employees based on this contract. Currently, the Rovana area is served under the jurisdiction the California Department of Forestry and Fire Protection (Cal Fire) for wildland fire suppression services in the State Responsibility Area in which the Rovana property is located. The 179-acres of fire protection services to be taken on by BRFPD by this contract are also nowhere near 25-percent of Cal Fire's State Responsibility Area; therefore,

since neither jurisdiction is meeting the necessary level of increase or transfer, staff is recommending approval by LAFCo.

LAFCOs are also required to review applications for out-of-area service contracts for fire services according to certain mandated factors regarding a plan for service requirements as set forth in 56134. The analysis is summarized as follows:

- **Services & Alternatives** – The BRFPD has the ability to continue to provide services to the Rovana area as it has been for many years. Provision of fire and emergency medical services by the BRFPD is the best alternative for the community of Rovana as there is no other choice for this level of service, which is not in the purview of Cal Fire.
- **Cost and Revenues** – The District can continue provide adequate fire protection and emergency medical services to the area as overall costs for this service will be offset by payment under the contract from the Rovana Parties. No changes are expected to the BRFPD’s budget or ability to provide service within its current jurisdictional boundary or Rovana due to this contract, since it has already been providing these services for many years and the contract will effectively only formalize and cause payment for these services. Also, no improvements or upgrades to structures, roads, sewer, or water facilities or other conditions will be required within the effected territory if this contract is approved.

ENVIRONMENTAL REVIEW

The project involves no infrastructure upgrades or development and is exempt from environmental review under the requirements of the California Environmental Quality Act (CEQA) pursuant to a Class 1 Categorical Exemption (CEQA Guidelines Section 15301 – Existing Facilities).

STAFF RECOMMENDATION

Staff recommends the Commission approve the proposed out of area service agreement by adopting the attached resolution entitled "A Resolution of the Inyo Local Agency Formation Commission Making Determinations and Approving the Agreement Between the Bishop Rural Fire Protection District and the Rovana Parties".

Attachments:

1. Agreement between the Bishop Rural Fire Protection District and the Rovana Parties.
2. Draft LAFCO Resolution.

OUT-OF-AREA SERVICE AGREEMENT

for Provision of Fire Protection and Emergency Medical Services to Rovana, an unincorporated area within Inyo County

This OUT-OF-AREA SERVICE AGREEMENT ("Agreement") is by and among the Bishop Rural Fire Protection District, a California ("CA") Fire Protection District organized pursuant to California Health & Safety Code section 18300, *et seq.* ("BRFPD") and: Pine Creek Village, LP, a CA limited partnership ("PCV"); Pine Creek Ranches, LLC, a CA limited liability company ("PCR"); and Plum Family Limited Partnership, a CA limited partnership ("PFLP") (collectively referred to as the "Rovana Parties"). BRFPD and the Rovana Parties may each be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

- A. "Rovana" is comprised of 3 contiguous parcels of land totaling approximately 179 acres about 12 miles northwest of Bishop along Pine Creek Road (as shown on the map attached as Exhibit "A") in unincorporated Inyo County, CA.
 - 1) PCV owns an approximately 58-acre parcel (Inyo County Assessor's Parcel No. ("APN"): 009-120-27) upon which are located 85 single family detached rental homes ("Homes"), a maintenance building, 3 domestic water wells, a water booster station, 2 water storage tanks, propane infrastructure and a wastewater treatment facility.
 - 2) PCR owns an approximately 108-acre parcel (APN: 009-120-29) upon which is located 1 single family rental home with its related structures.
 - 3) PFLP owns an approximately 13-acre parcel (APN: 009-120-30) upon which is located 1 single family rental home with its related structures.
- B. Rovana is not located within BRFPD's fire protection district boundaries. However, Rovana is located within BRFPD's Sphere of Influence.
- C. Rovana is also located within the CA Department of Forestry and Fire Protection's ("CAL FIRE") State Responsibility Area for which its primary responsibility is to protect the State of California's 31 million acres of wildlands. Rovana is less than 5 miles from CAL FIRE's nearest fire station.
- D. BRFPD and CAL FIRE have been providing fire protection and emergency medical services (together, "Services") at no cost to Rovana as needed for a very long time. BRFPD nearly always has sufficient resources to provide its Services to Rovana without adversely affecting its jurisdictional responsibilities, unless a competing event occurs at the same time within its jurisdictional boundaries.

Plum
08/22

- E. The Rovana Parties desire to formalize their relationship with BRFPD and pay BRFPD a fair fee for Services provided Rovana. BRFPD is willing to accommodate the Rovana Parties request, subject to Rovana meeting all applicable rules, regulations and laws promulgated from time to time by the State of California, including but not limited to Part 9 and Chapters 7, 7A and 9 of Part 2 of Title 24 of the California Code of Regulations (collectively hereinafter, "Fire Protection Laws").
- F. PCV intends to subdivide approximately 27 of its acres upon which are located its Homes and maintenance building into approximately 90 separate parcels pursuant to a Final Tract Map. PCV then intends to sell those Homes to individual owners over time at recognizable discounts below fair market value. However, such subdivision cannot be achieved unless PCV has fire protection that meets CA's Subdivision Maps Act requirements. PCV's subdivision plans do not include any new development.
- G. As part of PCV's subdivision process, the Rovana Parties intend to soon form a Community Facilities District or similar type entity (hereinafter, "CFD") with the authority, among other things, to: design, construct and maintain enhanced fire protection in accordance with Fire Protection Laws. The CFD is intended to succeed the Rovana Parties in assuming all rights and obligations pursuant to this Agreement.

NOW THEREFORE in consideration of the mutual covenants, conditions, and promises (collectively, "Provisions") herein contained, the Parties agree as follows:

1. Services.

BRFPD shall provide Rovana its Services at the same standards as provided locations within its jurisdictional boundaries. However, BRFPD shall have sole and absolute discretion in allocating its resources when potentially competing events occur.

2. Compensation for Services.

The Rovana Parties shall pay Thirty Thousand Dollars (\$30,000; the "Service Fee") to BRFPD for calendar year 2022 promptly upon the Inyo County Local Agency Foundation Commission's ("LAFCO") approval of this Agreement. Thereafter, the Service Fee is payable before the beginning of each calendar year and shall be increased three percent (3%) annually beginning with calendar year 2023.

3. Failure to Pay.

If the Rovana Parties fail to pay BRFPD as required above, BRFPD may terminate this Agreement with a 4-month notice. However, the Rovana Parties shall have 2 months after receiving such termination notice to cure any non-payment.

4. Term and Termination; Actions Prior to Subdivision.

This Agreement is intended to be in perpetuity. However, this Agreement may be terminated by either Party with or without cause after December 31, 2026 by giving the other Party a 1-year notice. In that regard: PCV, PCR and PFLP must unanimously agree to any termination of this Agreement that is initiated by the Rovana Parties.

Alum
Oct 22

The Rovana Parties must form a CFD that succeeds them in assuming all rights and obligations pursuant to this Agreement before recording the Final Tract Map referred to in Recital F. above, which means BRFPD may terminate this Agreement if the Rovana Parties do not form a CFD. At BRFPD's sole determination, the CFD's special property tax assessments shall be sufficient to cover its reasonable costs of providing Services to Rovana.

PCV must also meet Fire Protection Laws as a condition before recording its Final Tract Map, which means BRFPD may no longer be willing to provide Services to Rovana if PCV does not meet Fire Protection Laws. Compliance with Fire Protection Laws includes but is not limited to upgrading PCV's water system with water storage tanks, fire hydrants and other fire protection infrastructure required by Part 9 of Title 24.

This Agreement specifically excludes any future development of PCV's approximately 31 acres of underdeveloped / disturbed land upon which are located its 3 domestic water wells, water booster station, 2 water storage tanks, propane infrastructure and wastewater treatment facility (the "31 Acres") which is within its approximately 58-acre parcel described in Recital A. 1).

If PCV ever does submit a Tentative Tract Map application to develop the 31 Acres, PCV understands BRFPD would certainly require additional fire protection to meet Fire Protection Laws, plus a related increase in its Service Fee to cover its costs of providing additional Services to PCV's 31 Acres. Notwithstanding the previous sentence, this Agreement does not obligate BRFPD to provide Services on PCV's 31 Acres if further developed in the future.

5. Indemnification.

The Rovana Parties shall hold harmless, defend and indemnify BRFPD and its officers, officials, employees and volunteers (collectively, "BRFPD Et Al") from and against any and all liabilities, losses, damages, expenses, costs (including litigation fees) of every nature arising out of or in connection with BRFPD's Services hereunder or its failure to comply with any of its obligations contained in this Agreement.

Rovana further waives all claims arising from any act or omission of BRFPD Et Al which it would be granted immunity in accordance with the laws of the State of California. The Provisions of this Indemnification paragraph shall forever survive termination of this Agreement.

6. Representations and Warranties.

BRFPD represents and warrants that it has adequate financial, personnel and physical resources to provide Services to Rovana in a manner at least consistent with its standards of Services within BRFPD's jurisdictional boundaries.

7. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Joint Preparation; Authority.

Each Party represents and warrants that it has been represented by counsel in the negotiation of this Agreement and its undersigned representatives have authority to execute this Agreement on its behalf.

9. Entire Agreement; Amendments.

This Agreement contains the entire agreement among the Parties with respect to its subject matters. No discussions, negotiations, statements, representations, warranties, promises or oral agreements among the Parties with respect to such subject matters that are not a written part herein shall be of any force or effect. This Agreement may be amended only by a writing duly executed by all Parties.

10. Assignment; Binding Effect.

This Agreement shall be binding upon and inure to the benefit of each Party's assigns, successors, heirs, executors, administrators and personal representatives. As stated in Paragraph 4. above, the Rovana Parties may assign their interests in this Agreement to a successor CFD.

11. Partial Invalidity.

If any Provision of this Agreement is held by a court of competent jurisdiction ("Court") to be invalid or unenforceable, the remaining Provisions shall nevertheless continue in full force and effect without being impaired in any way.

12. Waiver.

The waiver by any Party of the breach of any Provision of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other Provision.

13. Remedies Cumulative.

Any and all remedies provided by this Agreement shall be deemed cumulative and the election or implementation of any particular remedy shall not be to the exclusion of any other remedy.

14. Notices.

Any notice to be given by any Party to the other Party(ies) pursuant to this Agreement shall be in writing and delivered by certified mail with return receipt requested. Delivery of notice shall be deemed given upon proof of receipt. Notices shall be addressed to the Parties as listed below:

If to BRFPD:
Bishop Rural Fire Protection District
c/o Chief Joe Dell
PO Box 1236
Bishop, CA 93514
(that can be changed with notice)

with email to: jdell@cityofbishop.com
(which does not constitute notice)

If to Rovana:
Pine Creek Village, LP
c/o Terry Plum
PO Box 8208
Mammoth Lakes, CA 93546
(that can be changed with notice)

with emails to: TJP5552@aol.com
and JoshPlum@gmail.com
(which do not constitute notice)

Plum
08/22

15. Dispute Resolution.

The Parties desire to quickly and efficiently resolve all disputes relating to this Agreement. Therefore, the Parties agree that, except for injunctive or other immediate equitable relief, any dispute among them arising out of or in connection with this Agreement, shall (if discussions and negotiations fail) be first submitted to Mediation before resorting to Arbitration. Mediation shall be conducted by 1 Mediator appointed by the Judicial Arbitration and Mediation Services ("JAMS"). The Parties shall assume their own costs and expenses (including attorneys' fees) relating to the Mediation. Compensation of the Mediator and any associated fees and costs shall be borne equally by BRFPD and the Rovana Parties. However, if the dispute is not resolved by Mediation, the Parties agree that, except for injunctive or other immediate equitable relief, the dispute shall be resolved in Bishop, CA by 1 Arbitrator pursuant to the JAMS Comprehensive Arbitration Rules then in effect.

The Arbitrator may construe or interpret, but shall not vary or ignore, the Provisions of this Agreement. The decision of the Arbitrator shall be conclusive, final and binding on all Parties and may be entered in any Court. The Arbitrator shall also award the prevailing Party(ies) full recovery of all reasonable costs, fees and expenses (including but not limited to attorneys' fees, expert witness fees, compensation of the Mediator and Arbitrator and any associated administrative fees or costs of the Mediation and Arbitration proceedings) in addition to any other relief the Arbitrator may award. No action at law or in equity relating to the Arbitration proceeding may be instituted by any Party other than to enforce the decision of the Arbitrator. The Provisions of this *Dispute Resolution* paragraph shall forever survive termination of this Agreement.

16. Timing and Counterparts.

Time is of the essence. This Agreement may be executed in 2 counterparts with both deemed an original as one and the same instrument.

17. LAFCO Approval Required

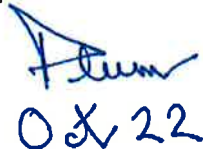
Subject to LAFCO's approval, the Parties have executed this Agreement with intent for it to become effective January 1, 2022. In that regard, this Agreement shall not become effective until approved by LAFCO.

Bishop Rural Fire Protection District

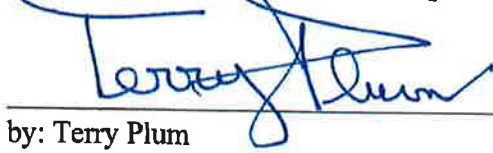


by: Mike Holland
Chairman of the Board of Directors

-- Rovana's Signatures and Exhibit "A" follow --



**Pine Creek Village, LP
Pine Creek Ranches, LLC
Plum Family Limited Partnership**


by: Terry Plum

President of Plum Management, LLC
General Partner of Rovanna Pine Creek Investments, LP
Managing Member of Pine Creek Village, LLC
General Partner of Pine Creek Village, LP

President of Plum Management, LLC
General Partner of Rovanna Pine Creek Investments, LP
Co-Managing Member of Pine Creek Ranches, LLC

President of Plum Management, LLC
General Partner of Plum Family Limited Partnership

-- Exhibit "A" follows --

OK 22

REMAINDER
PARCEL MAP NO. 420
PINE CREEK RANCHES, LLC
108.33 ACRES
A.P.N. 009-120-29

PARCEL 1
PM NO. 420
PLUM FAMILY LP
12.72 ACRES
A.P.N. 009-120-30

PORTION OF LLA PARCEL 2,
LLA NO. 2013-01
PINE CREEK VILLAGE, LP
58.00 ACRES
A.P.N. 009-120-27

FRONTIER COMMUNICATIONS
NOT A PART

CALIF. DEPT. FISH
& WILDLIFE
NOT A PART

PINE CREEK R

PINE CREEK RD.



- LEGEND
- EXISTING PROPERTY LINE
 - - - SECTION BREAKDOWN LINES
 - - - EXISTING RIGHT OF WAY

EXHIBIT "A" SHT 1 OF 2

MAP OF ROVANA PARCELS

ROVANA, T.6S., R.31E., INYO COUNTY, CALIFORNIA



Ann Oct 22

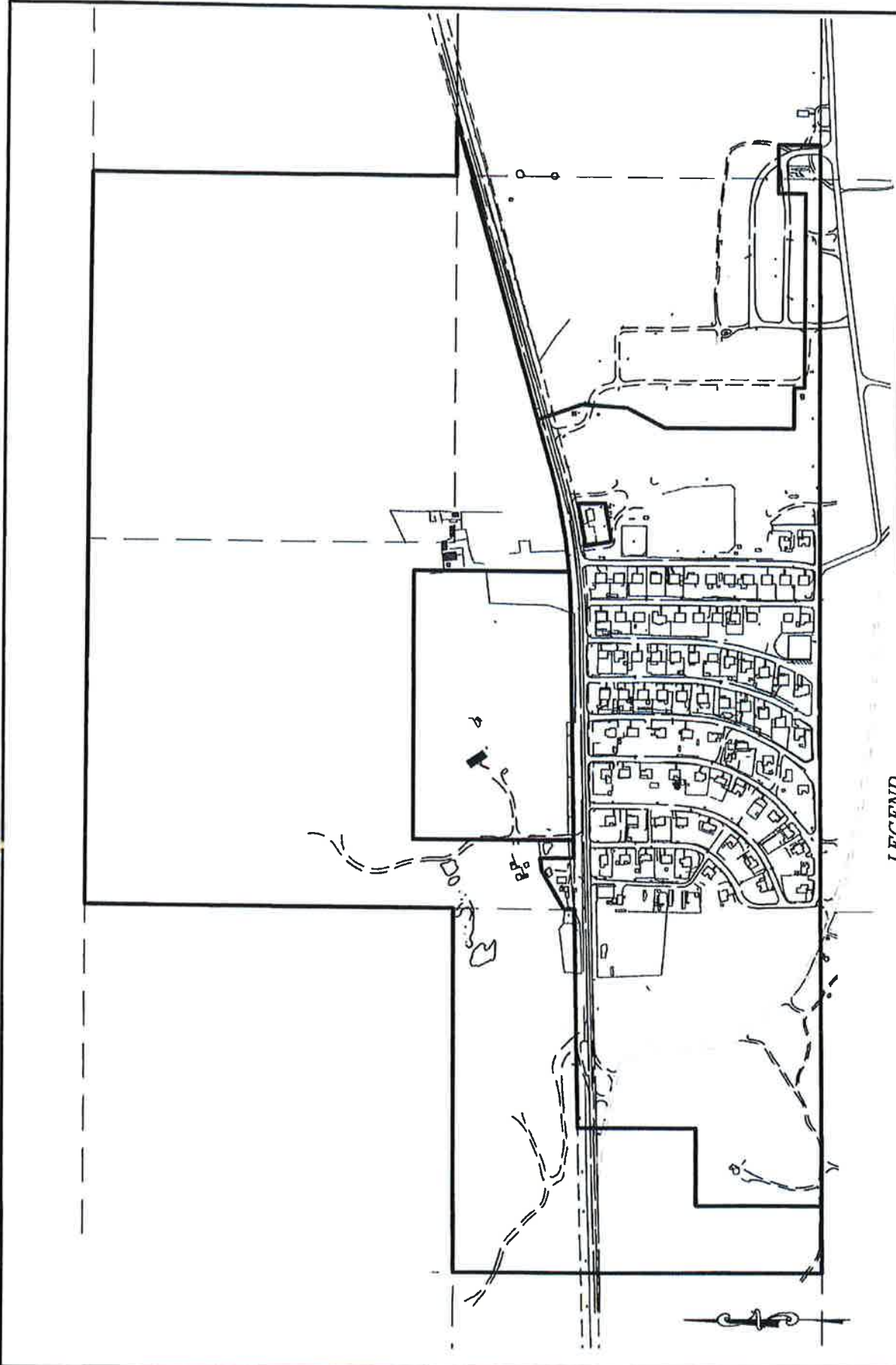


EXHIBIT "A" SHT 2 OF 2
 MAP OF ROVANA PARCELS
 EXISTING CONDITIONS
 ROVANA, T.6S., R.31E., INYO COUNTY, CALIFORNIA

LEGEND
 ——— EXISTING PROPERTY LINE
 - - - SECTION BREAKDOWN LINES
 - - - EXISTING RIGHT OF WAY



Ann O & 22

From: crichards@inyocounty.us,

To: jdell@cityofbishop.com, tjp5552@aol.com, JoshPlum@gmail.com, Kevin.D.Carunchio@gmail.com,

Subject: Out of Area Service Contract

Date: Wed, Nov 2, 2022 4:37 pm

among the Bishop Rural Fire Protection District and the Rovana Parties

Good afternoon all,

I sent the out of area service contract to county counsel for review. A concern was pointed out with regard to a possible JPA in the future between the City and BRFD and how that might affect your contract in the future.

YES: *may*

Based on this review, I would like to suggest you add an express provision allowing for BRFPD to assign their interest and obligations under the agreement to another public agency. Or you can both confirm in writing that you understand that to be within the scope of the current agreement.

*Terry Plum
on behalf of the
Rovana Parties
November 2, 2022*

Thank you,

Cathreen Richards, Planning Director
Inyo County Planning Department
PO Drawer L, Independence, CA 93526
Phone: 760-878-0447
Email: crichards@inyocounty.us

[Signature]
ON BEHALF OF THE
BISHOP RURAL FIRE
PROTECTION DISTRICT
November 3, 2022

**BEFORE THE LOCAL AGENCY FORMATION COMMISSION,
COUNTY OF INYO, STATE OF CALIFORNIA:**

RESOLUTION No. 2022-01/ BISHOP RURAL FIRE PROTECTION DISTRICT

**A RESOLUTION OF THE INYO LOCAL AGENCY FORMATION COMMISSION
MAKING DETERMINATIONS AND APPROVING LAFCO APPLICATION No. 2022-
01/BISHOP RURAL FIRE PROTECTION DISTRICT OUT OF AREA FIRE SERVICE
CONTRACT WITH THE ROVANA PROPERTIES**

Resolved, by the Inyo County Local Agency Formation Commission, that

WHEREAS, Government Code Section 56134 provides a district or city may provide new or extended fire protection and emergency services by contract or agreement only if it first requests and receives written approval by the local agency formation commission in the affected county; and

WHEREAS, on October 11, 2022 an application for approval of an out-of-area fire protection and emergency medical service contract between the Bishop Rural Fire Protection District (BRFPD) and the Rovana Properties was filed with the Executive Officer of the Inyo County Local Agency Formation Commission pursuant to Title 5, Division 3, commencing with Section 56000 of the California Government Code; and

WHEREAS, the Executive Officer has reviewed the Agreement between BRFPD and the Rovana Properties for fire protection and emergency medical services for the properties with Assessor Parcel Numbers (APN) 009-120-27, 009-120-29, and 009-120-30 located in the Community of Rovana, Inyo County, California and found said agreement to be in compliance with the requirements of Government Code Section 56134; and

WHEREAS, the Inyo LAFCO is the lead agency for determining compliance of this project with the requirements of the California Environmental Quality Act of 1970, as amended, and has found said project to be exempt from the requirements of CEQA, pursuant to CEQA Guidelines Section 15301 – Existing Facilities; and

WHEREAS, on December 5, 2022 this Commission considered the report of the Executive Officer, including the recommendation thereon, public comment, and all other evidence presented with respect to this proposal; and

NOW, THEREFORE BE IT RESOLVED the Inyo Local Agency Formation Commission does approve LAFCO Application No. 2022-01/BRFPD and the Rovana Properties; and

BE IT FURTHER RESOLVED, the Executive Officer is hereby authorized and directed to mail certified copies of this Resolution to the BRFPD and the Rovana Properties.

PASSED AND ADOPTED this 5th day of December, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

**Chairperson
Inyo Local Agency Formation Commission**

ATTEST: _____
**Executive Officer
Inyo Local Agency Formation Commission**

**BEFORE THE LOCAL AGENCY FORMATION COMMISSION,
COUNTY OF INYO, STATE OF CALIFORNIA:**

RESOLUTION No. 2022-01

**A RESOLUTION OF THE INYO LOCAL AGENCY FORMATION COMMISSION
MAKING DETERMINATIONS AND APPROVING LAFCO APPLICATION No. 2022-
01/BISHOP RURAL FIRE PROTECTION DISTRICT OUT OF AREA FIRE SERVICE
CONTRACT AND THE ROVANA PARTIES FOR FIRE PROTECTION AND EMERGENCY
MEDICAL SERVICES**

Resolved, by the Inyo County Local Agency Formation Commission, that

WHEREAS, Government Code Section 56134 provides a district or city may provide new or extended fire protection and emergency services by contract or agreement only if it first requests and receives written approval by the local agency formation commission in the affected county; and

WHEREAS, on October 11, 2022 an application for approval of an out-of-area fire protection and emergency medical service contract between the Bishop Rural Fire Protection District (BRFPD) and the Rovana Parties was filed with the Executive Officer of the Inyo County Local Agency Formation Commission pursuant to Title 5, Division 3, commencing with Section 56000 of the California Government Code; and

WHEREAS, the Executive Officer has reviewed the Agreement between BRFPD and the Rovana Parties for fire protection and emergency medical services for the properties with Assessor Parcel Numbers (APN) 009-120-27, 009-120-29, and 009-120-30 located in the Community of Rovana, Inyo County, California and found said agreement to be in compliance with the requirements of Government Code Section 56134; and

WHEREAS, the Inyo LAFCO is the lead agency for determining compliance of this project with the requirements of the California Environmental Quality Act of 1970, as amended, and has found said project to be exempt from the requirements of CEQA, pursuant to CEQA Guidelines Section 15301 – Existing Facilities; and

WHEREAS, on December 5, 2022 this Commission considered the report of the Executive Officer, including the recommendation thereon, public comment, and all other evidence presented with respect to this proposal; and

NOW, THEREFORE BE IT RESOLVED the Inyo Local Agency Formation Commission does approve LAFCO Application No. 2022-01/BRFPD and the Rovana Parties; and

BE IT FURTHER RESOLVED, the Executive Officer is hereby authorized and directed to mail certified copies of this Resolution to the BRFPD and the Rovana Parties.

PASSED AND ADOPTED this 5th day of December, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

**Chairperson
Inyo Local Agency Formation Commission**

ATTEST:

**Executive Officer
Inyo Local Agency Formation Commission**