Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222
5100 Bullion Street
http://www.mariposacounty.org/

MILES MENETREY, CHAIR	**DISTRICT V**
WAYNE FORSYTHE, VICE-CHAIR	**DISTRICT IV**
ROSEMARIE SMALLCOMBE	**DISTRICT I**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
FEBRUARY 20, 2024

A. 9:00 AM Called to Order and Roll Call

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

D. Approval of Consent Agenda (Items designated by "CA")

Chair Menetrey read the consent agenda notice and noted CA. 7 requires a 4/5th vote. No public comment.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Board of Supervisors**

Approve a Letter of Support to Endorse AB 1803, a Critical Legislative Measure Dedicated to Improving the Restitution Process for Victims of Human Trafficking; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA3. **Board of Supervisors**

Approve a Letter of Support for the Yosemite Area Regional Transportation System (YARTS)'s Request for Community Project Funding through the Fiscal Year 2025 Appropriations; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA4. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in January of 2023.

CA5. **Clerk of the Board**

Receive the List of Agreements Entered into the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January of 2023

CA6. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA7. **Health and Human Services Agency**

Ratify the Approval Funding Application (AFA) for FY 23/24 California Home Visiting Program (CHVP) in the Amount of $410,356; Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Health and Human Services Public Health Budget; and Authorize the Health and Human Services Director to Sign the Funding Agreement and any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel) (4/5ths vote required)

CA8. **Planning**

Appoint Hal Nolen to the Housing Programs Advisory Committee as a Member with a Term Expiring February 28, 2027

CA9. **Public Works**

Approve Task Order No. 6 with The KPA Group in the Amount of $151,980 for Mariposa County Adult Detention Facility HVAC Replacement Phase II; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA10. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Permit fee of $206 for the 46th Annual Indian Gulch Run in Hornitos on March 3, 2024, Beginning at 8:30 am

CA11. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Permit fee of $206 and Road Closure of 9th & 10th Streets Between Jones & Bullion Streets for the Art, Wine, & Wheel Festival on the Courthouse Lawn May 25, 2024, from 11:00am to 5:00pm

CA12. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206 for the 75th Annual Hornitos Enchilada Dinner to be Held at the Stagg Hall on March 2, 2024, from 3:00pm to 8:00pm

CA13. **Air Pollution Control District (APCD)**

Accept Grant Award from the California Air Resources Board (CARB) in the Amount of $8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions; and Authorize the Air Pollution Control Officer to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Joe Lynch/Health and Human Services Agency Director, brought to the Board's attention that today is the last day the Board will have Dr. Eric Sergienko in his full-time capacity as the County Health Officer. He noted Dr. Sergienko's strong vision brought together HHSA. He assumed the interim role as HHSA and brought an impactful transition. He not in 2020, Dr. Sergienko called a meeting on the 26th of January to talk about COVID. During that time he also took on more significant roles in the State. He wears so many hats and has led with harmony to ensure everyone is heard. Mr. Lynch noted Dr. Sergienko is very even-keeled. Mr. Lynch noted they are working on an agreement with Sacramento County so Mariposa can continue his services on a part-time basis; the loss is ours and replacing him will be tough.

Andrew Carter/Deputy Director of Administration in HHSA, also wanted to say a few words about Dr. Sergienko. He was fortunate enough to work with him, noting how tireless Dr. Sergienko works and has been able to accomplish so much. He thanked Dr. Sergienko for everything he has taught him and for making Mariposa a model for emergency response.

G. Public Comment on Non-Agenda Items

Marilyn Saunders/Resident wanted to bring to the attention UC Small Business Development Center which helps and assists new and existing businesses. She noted they provide consulting and one-on-one with businesses. She noted for the listening public that If you are a business expert, check with UC SBDC.com to check it out further, noting it's funded in part by the Small Business Administration (SBA) and contributes

matching funds of local businesses.

Mike Brusa/Bear Valley Resident, noted the Bill of Rights was more important than the Constitution. He noted many would not support the Constitution without a Bill of Rights, further noting the 9th and 10th Amendments note which powers are vested. He noted Government employees need to remember that it is about the people and discussed his discontent with the Legislative Platform and the current government is Hamiltonian.

H. Regular Agenda Items

1. **Public Works**

PUBLIC HEARING: to Consider Vacation of Public Right of Way

Chair Menetrey opened the Public Hearing.

Shannon Hansen/Public Works Director, gave the staff report. No public comment. Chair Menetrey closed the public hearing.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

2. **Public Works**

Rescind Resolution 2019-549, which Authorized the use of the Mariposa/Yosemite Airport Property, Located on CYA Road, as the New Burial Ground Location

Shannon Hansen gave the staff report. No public comment.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

3. **Health and Human Services Agency**

Receive a Presentation from Mariposa County Health and Human Services for Results from the United States Department of Agriculture Office of Urban Agriculture and Innovative Production Planning Grant Food Security Survey

Andrew Carter gave a PowerPoint Presentation.

Public comment was received by Mike Brusa, who wanted to urge the inclusion of caveats. He noted that the media truly floats individual responses. He noted that at one point, the media noted home gardens emitted more CO2 than conventional gardening, which was incorrect. He noted he hopes the County pursues the program but noted it may not be as large of a concern as is believed.

Jonathan Noel/Resident noted this is a good move for people. He said people love to garden and asked if there were programs to teach individuals how to garden.

Steve Engfer/Planning Director, noted that in his past life, he worked with organizations that examined gardening in ways that would work for them. He noted that he enjoyed seeing the statistics.

Supervisor Toso touched on agriculture, noting that land was falling in the valley due to lack of water. She expressed that if the county did something about this, it could be successful.

Supervisor Smallcombe thanked them for the presentation and noted the Master Gardeners does a lot of educational work. She asked if they had reached out to Tyson Wellcome as his organization is working on a lot of new programs. She also noted the Homelessness Task Force is working on plans to ensure food is available for the children.

Supervisor Poe noted he has a background in farming and noted when he tried to grow a garden, it was eaten by deer. He noted there are a few locations in Greeley Hill where this can be achieved, and he noted he really likes this idea.

Supervisor Forsythe noted that the High School Agriculture Culinary Class grows some of its food. He noted that many schools have food pantries. He noted that most kids who are in need want something they can put in the microwave as they do not know how to cook.

Supervisor Smallcombe noted this is the Strategic Plan and gave Kudos.

RESULT: PRESENTATION HELD

4. **Fire**

Approve Optional Emblem for County Fire

Chris Bernard/Battalion Chief/Cal Fire/County Fire gave the staff report. No public comment.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

5. **Sheriff's Office**

Approve an Agreement with Mark43 in the Amount of $1,094,332 for a Public Safety Report Management System and Computer Aided Dispatch System; and Authorize the Board of Supervisors Chair to Sign the Agreement

Jeremy Briese/Sheriff gave the staff report. He noted Mark43 is also what our neighboring counties use.

In response to Supervisor Forsythe, Sheriff Briese noted training will begin upon purchase. In response to Supervisor Toso, Sheriff Briese noted it would be a conversion. In response to Supervisor Poe, Kevin Packard/Undersheriff noted the current information will be migrated to the new system, which is a cloud-based native solution. In response to Supervisor Smallcombe, they noted the intersection but also noted that Lexipol is separate.

Public comment was received by Jonathan Noel, who noted his concern is the training component. In response to this comment, Undersheriff Packard noted it will be in the scope of work to ensure all staff has training.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

6. **Building**

Waive the Second Reading and Adopt an Ordinance Titled "Amending Chapters 15.10.040 and 15.10.080 of the Mariposa County Code"

Mike Brinkman/Interim Building Director/CSG gave the staff report. No public comment.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

7. **Planning**

Approve Microenterprise Grants for Six Local Businesses in the Amount of $10,000 Each; and Authorize the Auditor to Submit Payment

William Fassett/Community Design and Development Planner, gave the staff report. Marilyn Saunders/Committee President gave a brief presentation. No public comment was received.

Supervisor Forsythe thanked the committee, and Supervisor Smallcombe built on the comment noting the thought put into it. Supervisor Poe asked how individuals know this money is available, to which Mr. Fassett noted the extensive noticing done to get the word out.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

8. **Administration**

Adopt Balancing Adjustments for Fiscal Year 2023-2024 Adopted Budget (4/5ths Vote Required)

10:29 AM Chair Menetrey recessed for a brief break and reconvened at 10:34 AM.

Dallin Kimble/County Administrative Officer gave the staff report. He then turned the floor to Leigh Westerlund/Assistant County Administrative Officer, who reviewed the memo and spreadsheet in the agenda

packet.

Public comment received by Sheriff Briese who noted this is a very important topic. He noted that if the Board adopted the balancing adjustments as is, he would have no choice but to reduce the services provided to the public. He noted it was agreed that fund lines would be looked at together, and they were promised more at mid-year. He noted he is honored to be the Sheriff but noted he has a responsibility to the community as they are the last line of defense. He noted after last June, he pledged to do better and be a better communicator. He noted the errors in the budget were huge. He noted this error is affecting operations and employees and will now affect the residents. He noted instead of being given more at mid-year, they are being asked to give funds back. He noted when the County is tapped out, the Sheriff's office must use its funds to shoulder positions, and now, monies to be used for projects are being redirected. Sheriff Briese noted services will be reduced because they cannot physically do it. He noted it would be the hour before shift change; the Sheriff's Office would not respond to calls unless it was a violent crime. He noted the Board should look at other funds to be drawn on. He noted they should also take a deeper dive into the financial impact. He noted if not, his hands are tied, and he cannot force his employees to work for free. He noted he doesn't want to appear as though he is going against the grain; they have an oath to the community, but this financial situation is serious, and it's affecting people's lives.

Mike Brusa noted that this is a dilemma for the government. He noted that we are all in the same storm but not on the same board. He noted that when there are financial problems, the government goes back to the people. He noted that the situation we have is not manageable in the long term. He noted that things will get a lot worse than this. He noted that in the long run, the County will need to reevaluate.

Jonathan Noel noted the two most important things are the Sheriff's Department and Roads. He asked the Board what this decision shows the citizens of the County. He noted, it didn't impress upon him that they were taking care of the community. He noted people would be more on edge and defensive. He further discussed other comparisons of cutting budgets and noted its frustrating to see.

Public comment was closed and Mr. Kimble addressed some of the issues to bring more clarity. E noted the challenge is a challenge in information. He noted they felt they would receive more revenue; it wasn't accurate, and they are now correcting it. He noted if the Administration made an error last June, it was in giving the departments too much. He noted there is no impact. He noted the Sheriff had a difficult management challenge as the county is seven months into the fiscal year. He noted the Sheriff's budget is larger than it has ever been even with cuts, the Sheriff will have more money than he ever has. He noted the Board has done what it can to support the Sheriff, including additional allocations, noting the Sheriff also has more employees than ever before.

Mr. Kimble also addressed the other funding sources the Sheriff suggested. He noted the idea of using the reserve funds or the post-employment benefit (OPEB) funds delays the inevitable. He noted if the Board would like to use reserve funds, they would need to declare a financial emergency. He noted that would only resolve the short-term problem. He noted the situation is similar with OPEB, he stated we could use those funds, but those cuts would still need to be made since the revenues are not there. He noted he felt this was not a crisis, but a management challenge. He noted the Board could go in either direction, but he would not recommend a route that could put the County in a financial setback. He noted we would need to find a way to support the services we have with the funds we have.

Chair Menetrey noted that the Sheriff and Public Works seemed to make the most contributions to the deficit. Mr. Kimble noted that it is the largest in dollars but not the largest percentage-wise. He noted that those two are the biggest general fund departments, so they will see the biggest change.

Sheriff Briese noted it pains him that they gave up so much, as they believed they had salary savings from vacancies. He noted when they went to look, there were none. He noted he does have a hard decision to make, but noted he sat with his entire team to come up with where they can make cuts. He noted now they have to tell their community members that they won't be coming when they call; they will be placed in a queue. He acknowledged that he, as the Sheriff, is given a budget to manage, but noted it doesn't always work that way, especially with the current situation. He noted the decisions he has to make are real and noted it needs to be a team effort to fix the challenge ahead.

Chair Menetrey asked what the number was to cover the overtime? Sheriff Briese noted in the past, they had budgeted $360,000 for the year, and this year, it was only $130,000. Leigh Westerlund noted this year, they have already spent $332,000.

In response to Supervisor Forsythe, Sheriff Briese noted that five positions were allocated and funded while the other 2 were not funded. Supervisor Forsythe then noted that at least half a million should not have been spent and asked where it was.

Ms. Westerlund noted the money is there. She noted that they looked at the workforce budget, thinking maybe they hadn't, but going back, all the money is there. Sheriff Briese disputed this, noting that his team went through, and the dollar value was not there. He also noted if the funds are there, he wanted it to be clear and not assume as they have slots reserved for the academy.

Further discussion ensued on the allocations and overtime issues. Kristie Mitchell/Sheriff Public Information Officer noted they monitor every category and noted it didn't appear that those positions were funded. She noted they will barely make it.

More Board discussion ensued.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Recess Board of Supervisors

12:01 PM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the government code 54952.3 announcement.

I. Board of Equalization

12:01 PM Chair Menetrey called the meeting of the Mariposa Board of Equalization to Order.

1. **Assessor/Recorder**

   Consider Motion of Mariposa County Assessor directed to Board of Supervisors, Sitting as the Mariposa County Board of Equalization, Regarding Assessment Appeals of Yosemite Hospitality, LLC to Establish Hearing Date and Procedures; Approve Order Thereon, and Authorize the Chair to Sign the Order

Vincent Kehoe/Assessor/Recorder, is asking that the hearing be rescheduled for the week of September 16th.

County Counsel noted there has been correspondence between both parties, and further noted procedures

would need to be adopted to proceed.

AMENDED: The Board voted to vacate the scheduled March hearing and directed the Clerk of the Board to propose rules of procedures for the pre-hearing conference and bring possible dates.

RESULT:	**Adopted as Amended (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

12:12 PM Chair Menetrey adjourned the Board of Equalization meeting.

Reconvene as Board of Supervisors

12:12 PM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Closed Session

Chair Menetrey read the closed session items. No public comment was received on either item.

12:12 PM Chair Menetrey recessed the Board into closed session,

1. **Administration**

   CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

   CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

2:00 PM Chair Menetrey reconvened the meeting and reported that during the closed session items, information was received, and direction was given.

1. **Planning**

   Approve and Adopt the Mariposa Creek Parkway Phase IV Special Plan

Ben Goger/Senior Planner introduced the item. He made a clarification noting the term special plan is not to be confused with the definition in Government Code Section 65453 A.

Matthew Arnold/Consultant, introduced himself and noted it's been a pleasure to work with Mariposa County; he then gave a PowerPoint presentation.

Public comment was received by Jim Evans/Resident, who noted he was assisted with Phase One and Phase Two and noted the consultants and staff are wonderful.

Bridgette Fithian/Executive Director of Sierra Foothill Conservancy wanted to congratulate the Board and staff on the effort that has gone into this plan and noted that it meets key needs. She noted that Sierra Foothill Conservancy assisted with the acquisition of the lands. She noted that this is a community conservation project and has components to meet community needs.

Jacob Hawley/Mariposa Community Center noted he is in favor of this plan.

Supervisor Smallcombe gave kudos noting the plan is reflective of a great deal of work. She thanked everyone who contributed. She asked how the concept of the hub would mesh with the use of the fairgrounds during disasters. Mr. Fassett, in response, noted the resident hub will be a place where individuals can evacuate.

Supervisor Forsythe noted it's amazing to see this plan come together.

Chair Menetrey noted that it was an exciting moment that took quite some time, and Ms. Fithian getting involved helped move the purchase of the property along. He noted the potential for housing, as well as opportunities for this stretch of land, is exciting.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

L. Board Information

None.

M. Adjournment

2:41 PM Chair Menetrey adjourned in memory of Yvonne McNight.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-63

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. A shelter crisis declaration relaxes standards for building occupancy, limits liability and provides a legal basis for the use of certain facilities designated by the County as a shelter for the duration of the crisis.

In order to declare the shelter crisis, the County made findings at a public meeting and adopted Resolution 18-518 that (1) a significant number of persons within the county's jurisdiction are without the ability to obtain shelter; and (2) the situation has resulted in a threat to the health and safety of those persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 5, 2018, the Board of Supervisors adopted Resolution 18-518 declaring the existence of a Shelter Crisis Local Emergency in Mariposa County to allow Mariposa County to proceed with temporary homeless shelter solutions to meet the needs of our homeless community members.

Recognizing the prevalence of homelessness in California and the health and safety risks facing homeless persons, California law authorizes counties to declare a "shelter crisis" and avail themselves to attendant protections and powers. Specifically, upon declaring a "shelter crisis":

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-64

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Approve a Letter of Support to Endorse AB 1803, a Critical Legislative Measure Dedicated to Improving the Restitution Process for Victims of Human Trafficking; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support to Endorse AB 1803, a Critical Legislative Measure Dedicated to Improving the Restitution Process for Victims of Human Trafficking; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair).

This Legislation seeks to expand the definition of noneconomic losses and refine the criteria for fines and restitution orders, establishing a more comprehensive and equitable framework for determining restitution amounts for human trafficking victims.

AB 1803 falls under the the Human Wellness section of the 2024 Legislative Platform in resolution 23-054.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter and the District office of Assemblyman of the 8th District will go without Mariposa Counties' support. Supervisors could send letter of support as individuals.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **AB 1803 Support Letter 2-20-24**
2. **Fact Sheet AB 1803**
3. **RN2403459_distprint**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

February 12, 2024

Assemblymember Kevin McCarty, Chair
Assembly Committee on Public Safety
1020 N Street, Room 111
Sacramento, CA 95814

Dear Chair McCarty:

The Mariposa County Board of Supervisors are writing to express our strong endorsement of **AB 1803**, a critical legislative measure dedicated to improving the restitution process for victims of human trafficking.

This legislation seeks to expand the definition of noneconomic losses and refine the criteria for fines and restitution orders, establishing a more comprehensive and equitable framework for determining restitution amounts.

Presently, California law guarantees victims the right to restitution, with the court mandated to order convicted individuals to pay for the complete economic loss suffered by the victim. While noneconomic losses, such as psychological harm, are considered for felony violations, there exists a pressing need to enhance and clarify procedures for determining restitution amounts, especially for noneconomic losses.

AB 1803 broadens restitution procedures for human trafficking victims, ensuring a more inclusive approach. The legislation recognizes both economic and noneconomic losses, empowering the judiciary to assess suitable restitution by considering the offense's gravity and specific losses endured by the victim. This refined approach strengthens the pursuit of justice and underscores a commitment to providing personalized support for victims, fostering a more compassionate restitution process.

The Mariposa County Board of Supervisors respectfully requests your **SUPPORT** of **AB 1803** because of the reasons stated above.

Sincerely,

Miles Menetrey, Board Chair

Mariposa County Board of Supervisors

Mariposa, CA 95338

ASSEMBLYMAN JIM PATTERSON, 8TH DISTRICT

AB 1803 (PATTERSON)

CRIMINAL PROCEDURE: RESTITUTION

SUMMARY

This proposed legislation aims to improve the restitution process for human trafficking victims. The bill emphasizes the right of victims to receive compensation directly from convicted offenders for noneconomic losses resulting from criminal acts. It expands the scope of noneconomic losses to include those arising from felony violations of human trafficking. This legislation seeks to enhance the criteria for fines and restitution orders, fostering a more comprehensive and equitable framework for determining restitution amounts.

EXISTING LAW

Currently, California guarantees victims the right to restitution. The court is mandated to order convicted individuals to pay restitution for the complete economic loss suffered by the victim. The law already includes noneconomic losses, such as psychological harm, for felony violations.

PROBLEM

While existing law provides for restitution, there is a need to enhance and clarify the procedures for determining restitution amounts, especially for noneconomic losses. This lack of specificity creates challenges in adequately addressing the diverse and complex losses experienced by victims of human trafficking.

SOLUTION

This bill addresses the inadequacies in current restitution procedures by extending its scope to incorporate a more inclusive approach, particularly geared towards the nuanced needs of victims of human trafficking. Recognizing the comprehensive impact of such offenses, the legislation ensures that both economic and noneconomic losses are considered in the determination of restitution amounts. At its core, the bill empowers the judiciary to determine suitable restitution by considering the seriousness of the offense and the specific losses endured by the victim. This refined approach not only strengthens the pursuit of justice but also underscores a commitment to providing tailored support for victims, fostering a more compassionate and equitable restitution process.

SPONSOR

This bill is author-sponsored

SUPPORT

- None

CONTACT

Ian Coolbear
Legislative Director
Ian.Coolbear@asm.ca.gov

An act to amend Section 1202.4 of the Penal Code, relating to criminal procedure.

SECURED COPY

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1202.4 of the Penal Code is amended to read:

1202.4. (a) (1) It is the intent of the Legislature that a victim of crime who incurs an economic loss as a result of the commission of a crime shall receive restitution directly from a defendant convicted of that crime.

(2) Upon a person being convicted of a crime in the State of California, the court shall order the defendant to pay a fine in the form of a penalty assessment in accordance with Section 1464.

(3) The court, in addition to any other penalty provided or imposed under the law, shall order the defendant to pay both of the following:

(A) A restitution fine in accordance with subdivision (b).

(B) Restitution to the victim or victims, if any, in accordance with subdivision (f), which shall be enforceable as if the order were a civil judgment.

(b) In every case where a person is convicted of a crime, the court shall impose a separate and additional restitution fine, unless it finds compelling and extraordinary reasons for not doing so and states those reasons on the record.

(1) The restitution fine shall be set at the discretion of the court and commensurate with the seriousness of the offense. If the person is convicted of a felony, the fine shall not be less than three hundred dollars ($300) and not more than ten thousand dollars ($10,000). If the person is convicted of a misdemeanor, the fine shall not be less than one hundred fifty dollars ($150) and not more than one thousand dollars ($1,000).

(2) In setting a felony restitution fine, the court may determine the amount of the fine as the product of the minimum fine pursuant to paragraph (1) multiplied by the number of years of imprisonment the defendant is ordered to serve, multiplied by the number of felony counts of which the defendant is convicted.

(c) The court shall impose the restitution fine unless it finds compelling and extraordinary reasons for not doing so and states those reasons on the record. A defendant's inability to pay shall not be considered a compelling and extraordinary reason not to impose a restitution fine. Inability to pay may be considered only in increasing the amount of the restitution fine in excess of the minimum fine pursuant to paragraph (1) of subdivision (b). The court may specify that funds confiscated at the time of the defendant's arrest, except for funds confiscated pursuant to Chapter 8 (commencing with Section 11469) of Division 10 of the Health and Safety Code, be applied to the restitution fine if the funds are not exempt for spousal or child support or subject to any other legal exemption.

(d) In setting the amount of the fine pursuant to subdivision (b) in excess of the minimum fine pursuant to paragraph (1) of subdivision (b), the court shall consider any relevant factors, including, but not limited to, the defendant's inability to pay, the seriousness and gravity of the offense and the circumstances of its commission, any economic gain derived by the defendant as a result of the crime, the extent to which any other person suffered losses as a result of the crime, and the number of victims involved in the crime. Those losses may include pecuniary losses to the victim or the victim's dependents as well as intangible losses, such as psychological harm caused by the crime. Consideration of a defendant's inability to pay may include the defendant's future earning capacity. A defendant shall bear the burden of demonstrating the

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defendant's inability to pay. Express findings by the court as to the factors bearing on the amount of the fine shall not be required. A separate hearing for the fine shall not be required.

(e) The restitution fine shall not be subject to penalty assessments authorized in Section 1464 or Chapter 12 (commencing with Section 76000) of Title 8 of the Government Code, or the state surcharge authorized in Section 1465.7, and shall be deposited in the Restitution Fund in the State Treasury.

(f) Except as provided in subdivisions (p) and (q), in every case in which a victim has suffered economic loss as a result of the defendant's conduct, the court shall require that the defendant make restitution to the victim or victims in an amount established by court order, based on the amount of loss claimed by the victim or victims or any other showing to the court. If the amount of loss cannot be ascertained at the time of sentencing, the restitution order shall include a provision that the amount shall be determined at the direction of the court. The court shall order full restitution. The court may specify that funds confiscated at the time of the defendant's arrest, except for funds confiscated pursuant to Chapter 8 (commencing with Section 11469) of Division 10 of the Health and Safety Code, be applied to the restitution order if the funds are not exempt for spousal or child support or subject to any other legal exemption.

(1) The defendant has the right to a hearing before a judge to dispute the determination of the amount of restitution. The court may modify the amount, on its own motion or on the motion of the district attorney, the victim or victims, or the defendant. If a motion is made for modification of a restitution order, the victim shall be notified of that motion at least 10 days prior to the proceeding held to decide the motion. A victim at a restitution hearing or modification hearing described in this paragraph may testify by live, two-way audio and video transmission, if testimony by live, two-way audio and video transmission is available at the court.

(2) Determination of the amount of restitution ordered pursuant to this subdivision shall not be affected by the indemnification or subrogation rights of a third party. Restitution ordered pursuant to this subdivision shall be ordered to be deposited in the Restitution Fund to the extent that the victim, as defined in subdivision (k), has received assistance from the California Victim Compensation Board pursuant to Chapter 5 (commencing with Section 13950) of Part 4 of Division 3 of Title 2 of the Government Code.

(3) To the extent possible, the restitution order shall be prepared by the sentencing court, shall identify each victim and each loss to which it pertains, and shall be of a dollar amount that is sufficient to fully reimburse the victim or victims for every determined economic loss incurred as the result of the defendant's criminal conduct, including, but not limited to, all of the following:

(A) Full or partial payment for the value of stolen or damaged property. The value of stolen or damaged property shall be the replacement cost of like property, or the actual cost of repairing the property when repair is possible.

(B) Medical expenses.

(C) Mental health counseling expenses.

(D) Wages or profits lost due to injury incurred by the victim, and if the victim is a minor, wages or profits lost by the minor's parent, parents, guardian, or guardians, while caring for the injured minor. Lost wages shall include commission income as well as base wages. Commission income shall be established by evidence of commission

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income during the 12-month period prior to the date of the crime for which restitution is being ordered, unless good cause for a shorter time period is shown.

(E) Wages or profits lost by the victim, and if the victim is a minor, wages or profits lost by the minor's parent, parents, guardian, or guardians, due to time spent as a witness or in assisting the police or prosecution. Lost wages shall include commission income as well as base wages. Commission income shall be established by evidence of commission income during the 12-month period prior to the date of the crime for which restitution is being ordered, unless good cause for a shorter time period is shown.

(F) Noneconomic losses, including, but not limited to, psychological harm, for felony violations of ~~Section 288, 288.5, or 288.7.~~ all of the following:

(i) Lewd acts on a child, in violation of Section 288, 288.5, or 288.7.

(ii) Human trafficking, in violation of Section 236.1.

(G) Interest, at the rate of 10 percent per annum, that accrues as of the date of sentencing or loss, as determined by the court.

(H) Actual and reasonable attorney's fees and other costs of collection accrued by a private entity on behalf of the victim.

(I) Expenses incurred by an adult victim in relocating away from the defendant, including, but not limited to, deposits for utilities and telephone service, deposits for rental housing, temporary lodging and food expenses, clothing, and personal items. Expenses incurred pursuant to this section shall be verified by law enforcement to be necessary for the personal safety of the victim or by a mental health treatment provider to be necessary for the emotional well-being of the victim.

(J) Expenses to install or increase residential security incurred related to a violation of Section 273.5, or a violent felony as defined in subdivision (c) of Section 667.5, including, but not limited to, a home security device or system, or replacing or increasing the number of locks.

(K) Expenses to retrofit a residence or vehicle, or both, to make the residence accessible to or the vehicle operational by the victim, if the victim is permanently disabled, whether the disability is partial or total, as a direct result of the crime.

(L) Expenses for a period of time reasonably necessary to make the victim whole, for the costs to monitor the credit report of, and for the costs to repair the credit of, a victim of identity theft, as defined in Section 530.5.

(4) (A) If, as a result of the defendant's conduct, the Restitution Fund has provided assistance to or on behalf of a victim or derivative victim pursuant to Chapter 5 (commencing with Section 13950) of Part 4 of Division 3 of Title 2 of the Government Code, the amount of assistance provided shall be presumed to be a direct result of the defendant's criminal conduct and shall be included in the amount of the restitution ordered.

(B) The amount of assistance provided by the Restitution Fund shall be established by copies of bills submitted to the California Victim Compensation Board reflecting the amount paid by the board and whether the services for which payment was made were for medical or dental expenses, funeral or burial expenses, mental health counseling, wage or support losses, or rehabilitation. Certified copies of these bills provided by the board and redacted to protect the privacy and safety of the victim or any legal privilege, together with a statement made under penalty of perjury by the custodian of records that those bills were submitted to and were paid by the board, shall be sufficient to meet this requirement.

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(C) If the defendant offers evidence to rebut the presumption established by this paragraph, the court may release additional information contained in the records of the board to the defendant only after reviewing that information in camera and finding that the information is necessary for the defendant to dispute the amount of the restitution order.

(5) Except as provided in paragraph (6), in any case in which an order may be entered pursuant to this subdivision, the defendant shall prepare and file a disclosure identifying all assets, income, and liabilities in which the defendant held or controlled a present or future interest as of the date of the defendant's arrest for the crime for which restitution may be ordered. The financial disclosure statements shall be made available to the victim and the board pursuant to Section 1214. The disclosure shall be signed by the defendant upon a form approved or adopted by the Judicial Council for the purpose of facilitating the disclosure. A defendant who willfully states as true a material matter that the defendant knows to be false on the disclosure required by this subdivision is guilty of a misdemeanor, unless this conduct is punishable as perjury or another provision of law provides for a greater penalty.

(6) A defendant who fails to file the financial disclosure required in paragraph (5), but who has filed a financial affidavit or financial information pursuant to subdivision (c) of Section 987, shall be deemed to have waived the confidentiality of that affidavit or financial information as to a victim in whose favor the order of restitution is entered pursuant to subdivision (f). The affidavit or information shall serve in lieu of the financial disclosure required in paragraph (5), and paragraphs (7) to (10), inclusive, shall not apply.

(7) Except as provided in paragraph (6), the defendant shall file the disclosure with the clerk of the court no later than the date set for the defendant's sentencing, unless otherwise directed by the court. The disclosure may be inspected or copied as provided by subdivision (b), (c), or (d) of Section 1203.05.

(8) In its discretion, the court may relieve the defendant of the duty under paragraph (7) of filing with the clerk by requiring that the defendant's disclosure be submitted as an attachment to, and be available to, those authorized to receive the following:

(A) A report submitted pursuant to subparagraph (D) of paragraph (2) of subdivision (b) of Section 1203 or subdivision (g) of Section 1203.

(B) A stipulation submitted pursuant to paragraph (4) of subdivision (b) of Section 1203.

(C) A report by the probation officer, or information submitted by the defendant applying for a conditional sentence pursuant to subdivision (d) of Section 1203.

(9) The court may consider a defendant's unreasonable failure to make a complete disclosure pursuant to paragraph (5) as any of the following:

(A) A circumstance in aggravation of the crime in imposing a term under subdivision (b) of Section 1170.

(B) A factor indicating that the interests of justice would not be served by admitting the defendant to probation under Section 1203.

(C) A factor indicating that the interests of justice would not be served by conditionally sentencing the defendant under Section 1203.

(D) A factor indicating that the interests of justice would not be served by imposing less than the maximum fine and sentence fixed by law for the case.

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(10) A defendant's failure or refusal to make the required disclosure pursuant to paragraph (5) shall not delay entry of an order of restitution or pronouncement of sentence. In appropriate cases, the court may do any of the following:

(A) Require the defendant to be examined by the district attorney pursuant to subdivision (h).

(B) If sentencing the defendant under Section 1170, provide that the victim shall receive a copy of the portion of the probation report filed pursuant to Section 1203.10 concerning the defendant's employment, occupation, finances, and liabilities.

(C) If sentencing the defendant under Section 1203, set a date and place for submission of the disclosure required by paragraph (5) as a condition of probation or suspended sentence.

(11) If a defendant has any remaining unpaid balance on a restitution order or fine 120 days prior to the defendant's scheduled release from probation or 120 days prior to the defendant's completion of a conditional sentence, the defendant shall prepare and file a new and updated financial disclosure identifying all assets, income, and liabilities in which the defendant holds or controls or has held or controlled a present or future interest during the defendant's period of probation or conditional sentence. The financial disclosure shall be made available to the victim and the board pursuant to Section 1214. The disclosure shall be signed and prepared by the defendant on the same form as described in paragraph (5). A defendant who willfully states as true a material matter that the defendant knows to be false on the disclosure required by this subdivision is guilty of a misdemeanor, unless this conduct is punishable as perjury or another provision of law provides for a greater penalty. The financial disclosure required by this paragraph shall be filed with the clerk of the court no later than 90 days prior to the defendant's scheduled release from probation or completion of the defendant's conditional sentence.

(12) In cases where an employer is convicted of a crime against an employee, a payment to the employee or the employee's dependent that is made by the employer's workers' compensation insurance carrier shall not be used to offset the amount of the restitution order unless the court finds that the defendant substantially met the obligation to pay premiums for that insurance coverage.

(g) A defendant's inability to pay shall not be a consideration in determining the amount of a restitution order.

(h) The district attorney may request an order of examination pursuant to the procedures specified in Article 2 (commencing with Section 708.110) of Chapter 6 of Division 2 of Title 9 of Part 2 of the Code of Civil Procedure, in order to determine the defendant's financial assets for purposes of collecting on the restitution order.

(i) A restitution order imposed pursuant to subdivision (f) shall be enforceable as if the order were a civil judgment.

(j) The making of a restitution order pursuant to subdivision (f) shall not affect the right of a victim to recovery from the Restitution Fund as otherwise provided by law, except to the extent that restitution is actually collected pursuant to the order. Restitution collected pursuant to this subdivision shall be credited to any other judgments for the same losses obtained against the defendant arising out of the crime for which the defendant was convicted.

(k) For purposes of this section, "victim" shall include all of the following:

(1) The immediate surviving family of the actual victim.

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(2) A corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision, agency, or instrumentality, or any other legal or commercial entity when that entity is a direct victim of a crime.

(3) A person who has sustained economic loss as the result of a crime and who satisfies any of the following conditions:

(A) At the time of the crime was the parent, grandparent, sibling, spouse, child, or grandchild of the victim.

(B) At the time of the crime was living in the household of the victim.

(C) At the time of the crime was a person who had previously lived in the household of the victim for a period of not less than two years in a relationship substantially similar to a relationship listed in subparagraph (A).

(D) Is another family member of the victim, including, but not limited to, the victim's ~~fiancé or fiancée,~~ fiance, and who witnessed the crime.

(E) Is the primary caretaker of a minor victim.

(4) A person who is eligible to receive assistance from the Restitution Fund pursuant to Chapter 5 (commencing with Section 13950) of Part 4 of Division 3 of Title 2 of the Government Code.

(5) A governmental entity that is responsible for repairing, replacing, or restoring public or privately owned property that has been defaced with graffiti or other inscribed material, as defined in subdivision (e) of Section 594, and that has sustained an economic loss as the result of a violation of Section 594, 594.3, 594.4, 640.5, 640.6, or 640.7.

(*l*) In every case in which the defendant is granted probation, the court shall make the payment of restitution fines and orders imposed pursuant to this section a condition of probation. Any portion of a restitution order that remains unsatisfied after a defendant is no longer on probation shall continue to be enforceable by a victim pursuant to Section 1214 until the obligation is satisfied.

(m) If the court finds and states on the record compelling and extraordinary reasons why a restitution fine should not be required, the court shall order, as a condition of probation, that the defendant perform specified community service, unless it finds and states on the record compelling and extraordinary reasons not to require community service in addition to the finding that a restitution fine should not be required. Upon revocation of probation, the court shall impose the restitution fine pursuant to this section.

(n) The provisions of Section 13963 of the Government Code shall apply to restitution imposed pursuant to this section.

(o) The court clerk shall notify the California Victim Compensation and Government Claims Board within 90 days of an order of restitution being imposed if the defendant is ordered to pay restitution to the board due to the victim receiving compensation from the Restitution Fund. Notification shall be accomplished by mailing a copy of the court order to the board, which may be done periodically by bulk mail or email.

(p) Upon conviction for a violation of Section 236.1, the court shall, in addition to any other penalty or restitution, order the defendant to pay restitution to the victim in a case in which a victim has suffered economic loss as a result of the defendant's conduct. The court shall require that the defendant make restitution to the victim or victims in an amount established by court order, based on the amount of loss claimed

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by the victim or victims or another showing to the court. In determining restitution pursuant to this section, the court shall base its order upon the greater of the following: the gross value of the victim's labor or services based upon the comparable value of similar services in the labor market in which the offense occurred, or the value of the victim's labor as guaranteed under California law, or the actual income derived by the defendant from the victim's labor or services or any other appropriate means to provide reparations to the victim.

(q) (1) In addition to any other penalty or fine, the court shall order a person who has been convicted of a violation of Section 350, 653h, 653s, 653u, 653w, or 653aa that involves a recording or audiovisual work to make restitution to an owner or lawful producer, or trade association acting on behalf of the owner or lawful producer, of a phonograph record, disc, wire, tape, film, or other device or article from which sounds or visual images are derived that suffered economic loss resulting from the violation. The order of restitution shall be based on the aggregate wholesale value of lawfully manufactured and authorized devices or articles from which sounds or visual images are devised corresponding to the number of nonconforming devices or articles involved in the offense, unless a higher value can be proved in the case of (A) an unreleased audio work, or (B) an audiovisual work that, at the time of unauthorized distribution, has not been made available in copies for sale to the general public in the United States on a digital versatile disc. For purposes of this subdivision, possession of nonconforming devices or articles intended for sale constitutes actual economic loss to an owner or lawful producer in the form of displaced legitimate wholesale purchases. The order of restitution shall also include reasonable costs incurred as a result of an investigation of the violation undertaken by the owner, lawful producer, or trade association acting on behalf of the owner or lawful producer. "Aggregate wholesale value" means the average wholesale value of lawfully manufactured and authorized sound or audiovisual recordings. Proof of the specific wholesale value of each nonconforming device or article is not required.

(2) As used in this subdivision, "audiovisual work" and "recording" shall have the same meaning as in Section 653w.

~~(r) This section shall become operative on January 1, 2022.~~

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LEGISLATIVE COUNSEL'S DIGEST

Bill No.
as introduced, Jim Patterson.
General Subject: Criminal procedure: restitution.

The California Constitution entitles the victim of a crime to restitution. Existing law requires the court to order a person who is convicted of a crime to pay restitution to the victim or victims for the full amount of economic loss. Existing law also requires that order to include noneconomic losses, including, but not limited to, psychological harm, for felony violations of specified crimes relating to child sexual abuse.

This bill would expand those provisions to also include noneconomic losses from felony violations of the crime of human trafficking, as specified.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

SECURITY COPY

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-65

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Approve a Letter of Support for the Yosemite Area Regional Transportation System (YARTS)'s Request for Community Project Funding through the Fiscal Year 2025 Appropriations; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Approve a Letter of Support for the Yosemite Area Regional Transportation System (YARTS)'s Request for Community Project Funding through the Fiscal Year 2025 Appropriations; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair).

The YARTS's Request for Community Project Funding letter of support falls under the Thriving Communities section of the 2024 Legislative Platform Resolution 24-054.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Yosemite Area Regional Transportation System – or YARTS – is a Joint Powers Authority comprised of the Counties of Merced, Mariposa, Mono, Madera, and Tuolumne. YARTS has worked in close partnership with the National Park Service for more than 20 years in providing public transit service to Yosemite National Park from the communities of Merced, Mariposa, Sonora, Mammoth Lakes, Oakhurst, and Fresno.

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter and the Yosemite Area Regional Transportation System will go without Mariposa Counties' support. Supervisors could send letter of support as individuals.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Letter of support - LOS YARTS comm project funding - 2-20-24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

February 20, 2024

The Honorable John Duarte
U.S. House of Representatives
1535 Longworth House Office Building
Washington, DC 20515

Dear Representative Duarte,

The Mariposa County Board of Supervisors is pleased to offer support for YARTS's request for community project funding through the Fiscal Year 2025 appropriations.

The Yosemite Area Regional Transportation System – or YARTS – is a Joint Powers Authority comprised of the Counties of Merced, Mariposa, Mono, Madera, and Tuolumne. YARTS has worked in close partnership with the National Park Service for more than 20 years in providing public transit service to Yosemite National Park from the communities of Merced, Mariposa, Sonora, Mammoth Lakes, Oakhurst, and Fresno.

The current YARTS fleet includes four over-the-road coaches that are near the end of their useful life and require replacement in the next year. These clean-diesel buses are critical for YARTS to continue to operate throughout its rural, mountainous, 480-square mile service area. Without a reliable clean-diesel bus fleet, there will be a lack of public transportation resources for visitors and community members who wish to travel to Yosemite.

The YARTS service is critical to our region. One key reason is that YARTS helps advance tourism stewardship and sustainability by creating less car traffic. Before the pandemic, YARTS carried more than 100,000 individuals to and from the Park every year. These passengers provide key sources of tourism revenue and generate jobs in gateway communities. They also include individuals who cannot access the wonder of Yosemite any other way.

We respectfully request your strong support of YARTS.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in January of 2023.

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in January of 2023.

Per Resolution 05-400, the Board is to receive a monthly information item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the CAO has authorized.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CAO approved agreements 2-20-24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Wayne Forsythe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BOARD REPORT ON CAO EXECUTED CONTRACTS CA.5

Board Agenda Item for February 20th 2024

Contractor	Amount	Term	Service	Department
Atkins Group Appraisals	$2,000	12/15/23 to 2/28/24	Appraisal Services and Tile Report	ADMIN
Valley Small Business Development Corporation (VSBDC)	$1,500	1/31/23 to 6/30/24	Business Assistance & MicroEnterprise Loan Underwriting Services	ADMIN
MRG-Amended	$10,000	7/1/23 to 6/30/24	Dispute Resolution	ADMIN/HR
Garon Wyatt Investigative Services, LLC	$10,000	7/1/23 to 6/30/24	Investigation Services	ADMIN/HR
CIS	$13,080	3/2/24 to 3/1/24	CIS for Renewal of Albert Network Monitoring	ADMIN/IT
Colantuono Highsmith Whatley, PC	$60,000	1/16/24 to 1/16/25	Legal Services - Utility Rate-Making	CoCo
Wagner Jones Helsley PC	$60,000	2/1/23 to 2/1/26	Legal Services - Evaluation of MID Performance Under Contract	CoCo
Stericycle	$8,028	10/26/23 to 10/25/24	Hard Drive Disposal	HHSA
Pacific Records and Shredding	$30,000	2/20/24 to 2/19/27	Shredding	HHSA
National Psychiatric Care & Rehabilitation Services INC	$25,500	12/28/2023 to 1/28/2024	Inpatient	HHSA
Kevin Larsen	$10,500	2/1/24 to 1/31/25	Lease Unit D	HHSA
Kevin Larsen	$10,500	2/1/24 to 1/31/25	Lease Unit C	HHSA
Amador-Tuolumne Community Action Agency	$30,231	1/2/24 to 11/7/24	GRANT (Rapid Re-Housing)	HHSA
Kroeker, Inc	$55,800	1/15/24 to 6/30/24	Landfill Brush Pile Chipping	PW
Allied Weed Control	$52,628	4/24/23 to 6/30/24	Weed Abatement	PW

DL Weiland Construction	$28,800	7/1/23 to 6/30/24	General Construction	PW

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January of 2023

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January of 2023.

Per Resolution 05-400, the Board will receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Department Head Approved Agreements 2-20-24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Wayne Forsythe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Department Head Approved Agrement

Board Agenda Item for February 20th, 2024

Contractor	Amount	Term	Service	Department
American Indian Education Consultants, Inc.	$10,000	7/1/23 to 6/30/24	Assessment - Indian Family Specializing	HHSA
Hoffman Security	$10,500	7/1/23 to 6/30/26	Monitoring & Maintenance, Service Calls	HHSA
Rose Fluharty, MScN, CNS	$5,000	12/1/23 to 6/30/24	Consultant	HHSA
Jon Wurl c/o Maripress Web Designs	$6,000	1/2/24 to 6/30/24	Tech Tuesday Workshop Promoting Digital Learning	HHSA
Aramark	$12,000	7/1/23 to 6/30/26	Probation Works Program Supplies	Probation
Barton Overhead Door	$2,250	1/29/24 to 2/26/24	Government Center Fire Doors	PW
Baxter Homes, Inc	$9,800	1/12/24 to 2/12/24	Don Pedro Trailer Removal	PW
California Reforestation, Inc	$4,250	1/23/24 to 2/16/24	Airport Weed Eradication	PW
Mariposa Alarm and Video	$2,977	1/4/24 to 2/8/24	Arts Park Camera Installation	PW
Mountain Aire Seamless Gutter	$8,082	1/18/24 to 2/23/24	Installation of Gutters for Mariposa County Fire	PW
Quinn Power Systems	$1,713	9/6/23 to 2/1/24	Generator Service at District Attorney's Office	PW
S&S Electric	$2,964	2/1/24 to 2/23/24	Government Center Administration Remodel	PW
S&S Electric	$2,941	2/1/24 to 2/23/24	Government Center Office Electrical	PW
Idemia Identity & Security	$15,000	7/1/23 to 6/30/24	Livescan Fingerprint System	SO
Law Search Associates	$2,160	4/1/22 to 6/30/24	Legal Research Material to Incarcerated persons	SO
Vanir, Construction Management, Inc	$19,520	11/29/23 to 6/30/24	Management Funding	SO

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

RECOMMENDATION AND JUSTIFICATION

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.
Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **2024 Safety Comm Mtg Minutes 1-18**
2. **COA Minutes - 1.24.2024**
3. **December 5th Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission**
4. **TAC Meeting Minutes 3-28-23 - Approved**
5. **TAC Meeting Minutes 9-27-23 - Approved**
6. **TAC Meeting Minutes 11-29-23 - Draft**
7. **1-8-24 IHSS Advisory Committee Meeting - Minutes**
8. **COA Minutes - 1.24.2024**
9. **MCFAC - Janauary 2024 Minutes**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County Safety Committee Meeting
Minutes – January 18, 2024

Attendance: Yvonne Anthony – Public Works Department
Julie Brown – UC Cooperative Extension
Weston Carol – District Attorney
Steven W. Dahlem – County Counsel/Risk Manager
Matt DiPirro – Probation Department (Alt. for Ryan Oliphant)
Erick Hanneman – Health & Human Services Agency
Matt Johnson - Library
Lynn Mattos – Administration
Wes Smith – Sheriff's Department
Danette Toso – Board of Supervisors

Absent:
Chris Ferbrache - Administration/Human Resources (arrived at end)
Brad Jouett – Public Works Department
Ryan Oliphant-Probation
Matthew Rouse - Auditor
Rosemarie Smallcombe – Board of Supervisors
Mike Wise – County Fire

Meeting was opened by Erick Hanneman at 3:02 p.m.

Election of new chair for the coming year was announced and a motion was offered by Wes Smith to select Erick Hanneman to continue as chair for this year with a second by Lynn Mattos with a unanimous vote.

Election of a new vice-chair for the coming year was announced and a motion was offered by Lynn Mattos to select Wes Smith as vice-chair for this year with a second by Yvonne Anthony with a unanimous vote.

The meeting minutes of November 16, 2023 were approved with a motion offered by Yvonne Anthony and a second by Julie Brown. Ayes: Yvonne Anthony, Julie Brown, Steve Dahlem, Matt DiPirro, Lynn Mattos, and Erick Hanneman. Abstained: Weston Carroll, Wes Smith, and Danette Toso.

Steve Dahlem provided a brief overview of the County's Injury & Illness Prevention Program (IIPP).

Discussion commenced relative to Senate Bill 553 requiring the County to have a dedicated statement on workplace violence prevention in its IIPP and the implementation of a workplace violence prevention plan before July 1, 2024. Direction was given by unanimous vote for Risk Management to work with the County's Safety Consultant and bring back a draft workplace violence prevention plan that will simply meet the requirements of SB 553. It was determined that a special meeting would be called to review the draft workplace violence prevention plan

and to discuss the telephone options for additional features to support building evacuations with Technical Services.

Erick Hanneman asked if anyone had a safety issue to discuss and Rhonda Scherf advised that a service window was scheduled for installation at the Auditor's Office within the next week to address access safety concerns. Wes Smith advised that Homeland Security Grant funds were granted to address security needs at the Treasurer/Tax Collector/County Clerk's office. Cameras and a more secure staff door will be put into place with these funds, as well as for any other unmet safety needs in that office. Matt Johnson expressed concern with belligerent patrons at the Library and advised that the Human Resources Manager is working on establishing some potential guidelines for County employees to deal with difficult patrons. It was also noted that virtual training options are available to all County employees on Vector Solutions.

Steve Dahlem announced that several risk management duties will be transferred from County Counsel to Human Resources in the coming weeks and that all department heads and department safety representatives would be receiving an email announcement providing new contact information for the various risk management programs.

Erick Hanneman announced that the next quarterly meeting is scheduled for Thursday, April 18, 2024 at 3:00 p.m.

Meeting adjourned at 3:28 p.m.

Respectfully submitted,

Rhonda Scherf
Legal Executive Assistant to County Counsel

Commission on Aging of Mariposa County

Post Office Box 99 / 5362 Lemee Lane Mariposa,

CA 95338

MINUTES

(DRAFT)

Wednesday, January 24, 2024

IN-PERSON MEETING

Location:

Mariposa Conference Room

Health & Human Services @

5362 Lemee Lane, Mariposa, CA 95338

1. **Call to order and Introductions:** Completed at 10:10 AM by Linda Pribyl, Recording Secretary.

    a. **HHSA Staff Members -** Jason Allen & Lydia Arre

    b. **Voting Members Present –** Candy O'Donel-Browne**,** Nina Rhodes, Linda Pribyl & Lindsay Burtle.

    c. **BOS Representative** – Rosemarie Smallcombe

    d. **Guests –** Claudia Gonzales, Ron Hull and Erica Jonson (Program Specialists, Housing & Energy Assistance)

2. **Absent:** Don Fox.

3. **Public Comments:**

   a. Ron Hull and Erica Jonson provided a presentation on housing. Gave an overview of staff & programs / resources offered. Handed out an affordable housing list. Also gave an overview on low-income based energy and weatherization assistance.

   b. Discussed working on a COA new member packet to present at next meeting.

4. **Rosemarie:**

   a. Got approval to share CA 2030 Steering Committee report. It was sent to Jason who will disburse. The idea is to outline the next steps necessary after the governor's master plan on aging expires in 2030. Will be put on next agenda for further discussion after members have had a chance to review. Webinar coming out later in January 2024, Rosemarie will share info when available.

5. **Position Elections:**

   a. Chairperson: Lindsay was unanimously appointed.

   b. Vice Chair: Candy was unanimously appointed.

6. **Approval of October 25, 2023 Minutes: (Attachment A)**

   a. By unanimous vote, the committee approved the motion of Nina with a second by Candy, to approve the minutes of October 25, 2023.

7. **Americans With Disabilities Act (ADA):**

   a. Claudia Gonzales shared info on the formation of a new Americans with Disabilities Act Committee and shared membership applications.

Applications are posted around the county seeking member representation for each district and 2 at-large members.

8. **Senior Center Program Manager Report:**

a. Senior firewood program is going strong. Clients can setup delivery for homebound participants in the case of an emergency.

b. Health Insurance Counseling Advocacy Program (HICAP) came to the senior center last Friday to assess the site for being able to provide services from there. Lydia offered for them to set up zoom meetings to help with this. Rosemarie mentioned that it would be beneficial to put out an article for the community, will reach out to county and HHSA Program Information Officers.

c. The last 400 vouchers for the Coulter Cafe Senior Meal Program have been given out and the program will be ending once funding runs out or resources are exhausted. Coulter Cafe will be transitioning to accepting CalFresh when the meal program ends. Transportation still going out to Coulterville once a week.

d. Mariposa is running out of Area 12 Agency on Aging funding, though services will not stop functioning and the county will assume the financial responsibility.

e. Veterans breakfast is held on the second Wednesday each month, seeing around 40 participants each time. Spouses are welcome to attend.

9. **Adult & Aging Deputy Director Report:**

a. Terri Peresan was not present; prepared printouts were provided at the meeting.

10. **Commissioners' Reports:**

a. **D1:** A member of the community has requested Tai Chi. Lydia mentioned they are working on offering it through the senior center.

b. **D2:** A volunteer group has been assessing signage in north county and would like to see a sign added to help direct people. Yoga classes starting in February at the Gazzola Building. Veterans of Foreign Wars (VFW) doing a Valentines Day Spaghetti dinner and a Sweetheart Dance.

c. **D3:** N/A

d. **D4:** Reminder given about ethics training and making sure commission members are up to date. Jason offered to send the link to all who need it.

e. **D5:** N/A

f. **At-Large:** N/A

11. **Old Business:** N/A
12. **Adjournment:** @ 11:35AM
13. **Next Scheduled Meeting:** April 24, 2024 @ 10AM

SANTA CRUZ – MONTEREY – MERCED – SAN BENITO – MARIPOSA MANAGED MEDICAL CARE COMMISSION

Meeting Minutes

Wednesday, December 6, 2023
3:00 p.m. – 5:00 p.m.

In Santa Cruz County:
Central California Alliance for Health
1600 Green Hills Road, Suite 101, Scotts Valley, California
In Monterey County:
Central California Alliance for Health
950 East Blanco Road, Suite 101, Salinas, California
In Merced County:
Central California Alliance for Health
530 West 16th Street, Suite B, Merced, California
In San Benito County:
Community Services & Workforce Development (CSWD) Building
1161 San Felipe Road, Building B, Hollister, California
In Mariposa County:
Mariposa County Health and Human Services
5362 Lemee Lane, Mariposa, California

Commissioners Present:

Dr. Ralph Armstrong	At Large Health Care Provider Representative
Supervisor Wendy Root Askew	County Board of Supervisors
Ms. Dorothy Bizzini	Public Representative
Ms. Leslie Conner	At Large Health Care Provider Representative
Dr. Maximiliano Cuevas	Health Care Provider Representative
Ms. Janna Espinoza	Public Representative
Ms. Elsa Jimenez	County Director of Health Services
Mr. Michael Molesky	Public Representative
Ms. Rebecca Nanyonjo	County Public Health Director
Supervisor Josh Pedrozo	County Board of Supervisors
Dr. James Rabago	Health Care Provider Representative
Dr. Allen Radner	At Large Health Care Provider Representative
Dr. Eric Sergienko	County Public Health Officer

HEALTHY PEOPLE. HEALTHY COMMUNITIES.

Commissioners Absent:

Ms. Leslie Abasta-Cummings	At Large Health Care Provider Representative
Ms. Tracey Belton	County Health and Human Services Agency Director
Supervisor Zach Friend	County Board of Supervisors
Dr. Donaldo Hernandez	Health Care Provider Representative
Ms. Mónica Morales	County Health Services Agency Director

Staff Present:

Mr. Michael Schrader	Chief Executive Officer
Ms. Lisa Ba	Chief Financial Officer
Dr. Dennis Hsieh	Chief Medical Officer
Ms. Jenifer Mandella	Chief Compliance Officer
Mr. Cecil Newton	Chief Information Officer
Ms. Van Wong	Chief Operating Officer
Ms. Ronita Margain	Community Engagement Director
Ms. Kathy Stagnaro	Clerk of the Board

1. Call to Order by Chair Jimenez.

Commission Chairperson Jimenez called the meeting to order at 3:03 p.m.

Roll call was taken and a quorum was present.

There were no supplements or deletions to the agenda

2. Oral Communications.

Chair Jimenez opened the floor for any members of the public to address the Commission on items not listed on the agenda.

No members of the public addressed the Commission.

3. Comments and announcements by Commission members.

Chair Jimenez opened the floor for Commissioners to make comments.

Commissioner Conner stated that Santa Cruz Community Health (SCCH) announced the selection by its board of directors of Ms. Anita Aguirre as its new Chief Executive Officer. Ms. Aguirre starts in the position on January 8, 2024 and comes to SCCH from Salud Para La Gente.

4. Comments and announcements by Chief Executive Officer.

Chair Jimenez opened the floor for Mr. Michael Schrader, Chief Executive Officer (CEO).

Mr. Schrader provided an update to the Board on the expansion into Mariposa and San Benito County and negotiations with CommonSpirit.

On January 1, 2024 the Alliance begins operations in San Benito and Mariposa County. In the last month there has been positive coverage on the expansion in the local media. Advertisements and inserts were placed in various media outlets and staff conducted meet and greets in the cities of Mariposa and Hollister for Medi-Cal recipients and the community. The Alliance has offices located in the Health and Human Services buildings in the two counties that will be

staffed full-time. Efforts will continue towards provider network development and member and community outreach the remainder of this month with the goal toward a seamless transition for members and providers.

Active negotiations with CommonSpirit continue. The scope includes the renewal of the three-year contracts for Dominical Hospital in Santa Cruz and Mercy Medical Center in Merced. Also included are contracts for the Dignity Health Medical Groups in Santa Cruz and Merced, Mercy Home Care and University Surgical Center. Thus far the two parties have exchanged four proposals (two from CommonSpirit and two from the Alliance). The two parties have also executed amendments to extend the existing contracts to February 15, 2024 to allow sufficient time to negotiate the renewals. Data analysis is required to develop and evaluate the proposal. Constraints for negotiations from the Alliance are to not pay providers more than what the plan gets from the State and to not pay higher base rates than do other surrounding plans. The plan's objectives are to avoid member disruptions by not getting within the 30 days of a contract termination and by not experiencing an actual termination. The Alliance also has a contingency plan in the event that members need to be notified or to take steps to assist impacted members.

[Vice Chair Pedrozo arrived at this time: 3:11 p.m.]

Notable on consent was item 10A, the revised bylaws following Board discussion at the October meeting. One revision was intended to ensure that at least one public representative seat will be dedicated specifically to a past or present Medi-Cal beneficiary or the parent/guardian of a past or present Medi-Cal beneficiary. The other revision proposed by staff was for additional compensation for eligible Board members for meetings that extend longer than three hours in duration.

Also on consent was item 10B, staff's recommendation authorizing the Chair to execute the new 2024 Department of Health Care Services (DHCS) Medi-Cal contract. For the past 18 months plans have been submitting new and revised policies and procedures to DHCS and modifying operations accordingly in order to be in compliance on January 1, 2024.

Lastly of note on consent was item 10D, a report on the 2023 Legislative Session Wrap-up. Included in the report is the final bill list with final disposition on bills that were tracked by staff and those on which the Alliance took an advocacy position. Staff continue to review chaptered bills for any necessary implementation steps and impacts on plan operations.

Consent Agenda Items: (5. – 10F.): 3:17 p.m.

Chair Jimenez opened the floor for approval of the Consent Agenda.

MOTION: Commissioner Molesky moved to approve the Consent Agenda, seconded by Commissioner Espinoza.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Armstrong, Bizzini, Conner, Espinoza, Jimenez, Molesky, Nanyonjo, Pedrozo, Rabago, Radner and Sergienko.

Noes: None.

Absent: Commissioners Abasta-Cummings, Askew, Belton, Cuevas, Friend, Hernandez and Morales.

Abstain: None.

Regular Agenda Item: (11. - 15.): 3:18 p.m.

11. Board Discussion: Conflict of Interest. (3:18 – 3:47 p.m.)

Mr. Schrader, CEO, discussed conflict of interest as follow-up from the October 25, 2023 Board meeting presentation on conflict of interest laws that pertain to commissioners and reviewed the four legal analyses received by the Alliance over the years.

[Commissioner Cuevas arrived at this time: 3:20 p.m.]

The majority of public plans use the Board member driven approach whereby Board members complete annual training on conflict of interest laws and during meetings, Board members make their own decisions whether to abstain from discussion and voting for certain agenda items that may pose potential conflict.

The Board member driven approach includes that conflicts are specific to individual Board members and staff may not have full knowledge of a Board member's (and partner's) situation. The Staff driven approach includes that Board members may want staff support and may not have time to perform conflict analysis for all meetings and agenda items or feel qualified to do so.

Commissioners expressed support for the blended approach where staff provide Board members with individual memos that are attorney-client protected and Board members make their own decisions whether to abstain from discussion and voting on agenda items. Commissioners were also in support of Board approval at the strategic/programmatic level and delegate to staff the detailed design, implementation and administration.

Information and discussion item only; no action was taken by the Board.

12. Consider approving: 1) Medical Budget and 2) Administrative Budget for Alliance Calendar Year (CY) 2024. (3:47 – 4:18 p.m.)

Ms. Lisa Ba, Chief Financial Officer (CFO), reviewed the overall budget results and the Medical and Administrative budgets.

The priorities for budget development include ensuring sustainable financial performance by maintaining access to and quality of care for members; aligning provider costs with revenue rate, utilization trends and industry benchmarks; improve provider reimbursement through value-based payment; and sustain operational efficiency while adequately funding administrative resources to execute regulatory requirements.

Administrative budget considerations include adequately funding administrative resources to meet increased regulatory requirements and State-mandated programs while delivering on core health plan responsibilities; maintaining organizational efficiency through department assessment, technology and process improvement; and continued focus on long-term financial sustainability and stewardship.

The 2024 budget spends $1.5B on medical costs and $105.4M on administration. The budget will generate an operating income of $22.3M or 1.3%. Medical cost is expected to increase by approximately 6.6%; 3.7% from the anticipated utilization increase for Inpatient, Outpatient

Facility, Behavioral Health and Transportation, coupled with a 2.9% increase in unit cost. Administrative expense remains low at 6.3%. Staff seek to maintain administrative efficiency while balancing adequate staffing to meet expanding program requirements, such as fulfilling the 2024 Medi-Cal contract requirements preparing for Dual Eligible Special Needs Plan implementation and insourcing Behavioral Health.

MOTION: Commissioner Cuevas moved to approve the calendar year 2024 Medical Budget at $1,532,465,637 and the calendar year 2024 Administrative budget at $105,375,704, seconded by Commissioner Conner.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Armstrong, Bizzini, Conner, Cuevas, Espinoza, Jimenez, Molesky, Nanyonjo, Pedrozo, Radner and Sergienko.

Noes: Commissioner Rabago.

Absent: Commissioners Abasta-Cummings, Askew, Belton, Friend, Hernandez and Morales.

Abstain: None.

13. Consider approving proposed 2024 Provider Payment Policy on Enhanced Care Management (ECM). (4:18 – 4:28 p.m.)

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item.

The following Board members abstained from discussion and voting on this item due to potential conflict of interest: Commissioners Conner, Cuevas, Jimenez, Nanyonjo, Rabago and Radner.

Ms. Ba, CFO, indicated that as of September 2023, ECM enrollment was at 58% of the target. Currently, the Alliance provider network can service 91% of the anticipated DHCS targets. Despite reported capacity from providers, there continues to be lower than expected actual capacity due to staffing challenges and the intensity of services needed for successful member outcomes. There was a notable decrease in outreaches in Q3 due to many providers reporting being at capacity and unable to take on additional members.

[Commissioner Rabago departed at this time: 4:20 p.m.]

ECM 2024 enrollment by county, the payment methodology change, rates by county and outreach per target by county were reviewed. Staff's recommendation aims to minimize payments to Alliance providers from the revenue made available by DHCS and expand provider capacity. Staff assume an enrollment of 70% of the eligible members in the ECM programs in 2024, including the unpublished justice-involved members. Staff also assume a break-even performance on ECM and there is a risk corridor to mitigate any potential loss.

[Commissioner Radner departed at this time: 4:26 p.m.]

Discussion and action on this item continued at 4:46 p.m.

14. Consider approving proposed Incentive Program Funding for Calendar Year 2023. (4:28 – 4:39 p.m.)

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item.

Ms. Ba, CFO, indicated that the Board reviews and approves the incentive programs annually and the estimated costs are included in the medical budget for the following calendar year. Each December, the Board approves the actual payment amounts to be awarded for performances in that program year. Historically, the Alliance has considered financial performance when approving the funding for incentive programs.

Care-Based Incentive (CBI) is designed to encourage the promotion and implementation of the Patient-Centered Medical Home model, improve access to care and promote the delivery of high-quality care. Primary care providers (PCPs) earn CBI payments by improving care coordination and achieving quality measures. PCPs are provided quarterly updates as to their performance to guide continuous improvement.

The Specialist Incentive Program offers contracted referral providers financial incentives for providing Alliance members access to specialty services. The program launched in 2014 due to the Affordable Care Act expansion and ended in 2020 when the reimbursement rate was brought to 100% of the current Medicare fee schedule. In 2023, the program was re-launched to improve Alliance member access to specialty care in the post-pandemic era. The Alliance would like to re-engage specialty providers toward value based payment in future years.

This item will be placed on the January 24, 2024 consent agenda for ratification due to insufficient non-conflicted commissioners in attendance and eligible to vote. No action was taken by the Board on this recommendation.

15. Consider approving Care-Based Incentive (CBI) Program for 2024. (4:39 – 4:46 p.m.)

Chair Jimenez advised the Board that this item carried potential conflict of interest. Board members who perceived that they were at risk for conflict of interest were advised to abstain from discussion and voting on this item.

The following Board members abstained from discussion and voting on this item due to potential conflict of interest: Commissioners Conner, Cuevas and Jimenez.

Dr. Dianna Diallo, Medical Director, explained that the proposed programmatic changes support simplifying an increasingly complex program, promote improvement through achievable goals and provide equal opportunity to earn incentives through award based on member months. The proposed calculation of Quality of Care measures allow practices to earn full points by meeting the plan benchmark or by a 2.5 percentage/percent point improvement.

[Commissioner Askew arrived at this time: 4:45 p.m.]

Staff recommended the Board approve the following proposed revisions to CBI for 2024.

- Remove programmatic payment based on comparison group pools.
- Assign a maximum practice programmatic payment based on member months.

- Remove the Quality of Care Performance payment adjustment.
- Remove the risk stratification score.
- Update point calculation for Quality of Care and Care Coordination measures.

MOTION: Commissioner Molesky moved to approve the proposed changes to Care-Based Incentive program 2024, seconded by Commissioner Bizzini.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Armstrong, Askew, Bizzini, Espinoza, Molesky, Nanyonjo, Pedrozo and Sergienko.

Noes: None.

Absent: Commissioners Abasta-Cummings, Belton, Friend, Hernandez, Morales, Rabago and Radner

Abstain: Commissioners Conner, Cuevas and Jimenez.

13. Consider approving proposed 2024 Provider Payment Policy on Enhanced Care Management (ECM). (4:46 – 4:50 p.m.)

Staff recommended the Board approve the payment policy on ECM outlined below across all five counties:

- ECM Rate: $625 per enrolled member per month
- Outreach per target: Up to $264 per member, with methodology to be determined
- Outreach per each successful enrollment: $200

MOTION: Commissioner Molesky moved to approve proposed 2024 provider payment policy on Enhanced Case Management, seconded by Commissioner Askew.

ACTION: The motion passed with the following vote:

Ayes: Commissioners Armstrong, Askew, Bizzini, Espinoza, Molesky, Pedrozo and Sergienko.

Noes: None.

Absent: Commissioners Abasta-Cummings, Belton, Friend, Hernandez, Morales, Rabago and Radner.

Abstain: Commissioners Conner, Cuevas, Jimenez and Nanyonjo.

The Commission adjourned its regular meeting of December 6, 2023 at 4:50 p.m. to the regular meeting of January 24, 2024 at 3:00 p.m. via videoconference from county offices in Scotts Valley, Salinas, Merced, Hollister and Mariposa unless otherwise noticed.

Respectfully submitted,

Ms. Kathy Stagnaro
Clerk of the Board

Mariposa County Local Transportation Commission

Commissioners
District 1……...Rosemarie Smallcombe
District 2……....Shannon Poe
District 3…….Danette Toso
District 4……Wayne Forsythe
District 5…….Miles Menetrey

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Local Transportation Commission
Technical Advisory Committee

March 28, 2023

MEETING MINUTES

In Attendance:
Wayne Forsythe – Chair LTC
Miles Menetry – Alt. Vice–Chair LTC
Steve Engfer – Planning Director
Shannon Hansen – Director of Public Works & Transportation
Jeannie Morvay-Clayton – Transportation Planning
Lloyd Clark – Caltrans Representative District 10

1. Meeting was called to order by Wayne Forsythe at 11:02 AM.

2. Introductions were made, all committee members in attendance.

3. Motion to approve minutes from September 28, 2022 by means of "Technical Approval", motion was made by Miles Menetrey and seconded by Shannon Hansen. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

4. Motion to approve Technical Advisory Committee Updated Bylaws, motion was made by Shannon Hansen and seconded by Steve Engfer. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

5. Motion to approve Technical Advisory Committee Annual Report 2022 with date correction and addition under Goals & Objectives, motion was made by Shannon Hansen and seconded by Steve Engfer. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

6. Discussion of RTP Update

   -All members of the Technical Advisory Committee will be provided the Draft RTP Update as soon as it is available from Fehr & Peers Consulting Team, to send to Caltrans for comment. ETA for RTP Draft is currently April 26, 2023

   -Lloyd Clark wanted to confirm the Draft provided to them on April 26th will be before the LTC adoption of the Draft and before the Public Comment Period. Jeannie Morvay-Clayton confirmed.

7. Steve Engfer requested we add VMT Policy Methodology for local source reference to our Goals & Objectives for 2023 on our Annual Report. It was discussed that Steve would supply us with information on the VMT and if need be we would have another TAC Meeting before the September 2023 meeting.

8. Meeting was adjourned at 11:15 AM. Next meeting will be September 2023 date/time TBD.

Meeting Minutes for April 28, 2023 Approved, all members voting aye September 27, 2023.

Mariposa County Local Transportation Commission

Commissioners
District 1…….... Rosemarie Smallcombe
District 2…….....Shannon Poe
District 3……. Danette Toso
District 4……Wayne Forsythe
District 5……. Miles Menetrey

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Local Transportation Commission (LTC)
Technical Advisory Committee (TAC)

September 27, 2023

MEETING MINUTES

In Attendance:
Wayne Forsythe – Chair LTC
Miles Menetrey – Alt. Vice–Chair LTC
Steve Engfer – Planning Director
Shannon Hansen – Director of Public Works & Transportation
Jeannie Morvay-Clayton – Transportation Planning
Lloyd Clark – Caltrans Representative District 10

1. LTC-TAC Meeting was called to order by Wayne Forsythe at 10:00 AM.

2. All committee members are in attendance. Determination of a Quorum was made.

3. Motion to approve minutes from March 28, 2023, was made by Miles Menetrey and seconded by Steve Engfer. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

4. Jeannie Morvay-Clayton updated the committee members on the Regional Transportation Plan (RTP) 2024. LTC adopted the RTP on September 19, 2023, and Notice of Determination (NOD) was recorded with the County Clerk's Office on September 22, 2023, and sent to the State Clearing House Exchange.

5. Steve Engfer talked with the committee members about Vehicle Miles Traveled (VMT) Threshold and how it relates to Mariposa County. Currently we've been using the State numbers and comparing them with Tuolumne County's numbers as a guideline for our County. The next step is to draft our own policy for adoption by the LTC.
   Steve will create a draft VMT Threshold Policy ready for review by the committee at our next meeting.

6. Recommendations for the LTC-TAC Goals for 2024 were discussed.
   -Safety with regards to intersections needing turn lanes and intersections needing better lighting,
   -Safety with regards to sidewalks for bicyclists and pedestrians
   -Comments were made about reducing Green House Gas (GHG) by providing safer travel for bicycle and pedestrian traffic being looked at with the Active Transportation Plan (ATP) currently being developed.
   -Discussion about developers coming into the County being required to provide improvements such as sidewalks adjacent to their developments.
   -Currently working on agreements with Caltrans for maintenance of sidewalks installed along state highways as part of new developments.
   -Lloyd Clark will provide the committee with Caltrans' contacts to help facilitate the creation of the sidewalk maintenance agreement being developed.

7. Meeting was adjourned at 10:33 AM. Next meeting will be November 29, 2023, at 10:00 AM.

Minutes for September 27, 2023, Approved, all members voting aye November 29, 2023.

Mariposa County Local Transportation Commission

Commissioners
District 1…….... Rosemarie Smallcombe
District 2…….....Shannon Poe
District 3……. Danette Toso
District 4……Wayne Forsythe
District 5……. Miles Menetrey

Shannon Hansen, Director of
Public Works & Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Local Transportation Commission (LTC)
Technical Advisory Committee (TAC)

November 29, 2023

MEETING MINUTES

In Attendance:
Wayne Forsythe – Chair LTC
Miles Menetrey – Alt. Vice–Chair LTC
Steve Engfer – Planning Director
Shannon Hansen – Director of Public Works & Transportation
Jeannie Morvay-Clayton – Transportation Planning
Lloyd Clark – Caltrans Representative District 10

1. LTC-TAC Meeting was called to order by Wayne Forsythe at 10:02 AM.

2. All committee members are in attendance. Determination of a Quorum was made.

3. Motion to approve minutes from September 27, 2023, was made by Steve Engfer and seconded by Miles Menetrey. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

4. Jeannie Morvay-Clayton brought forward the Draft LTC Board Item for approval of the TAC Bylaws. TAC Bylaws were approved by the TAC March 28, 2023 and now need to be approved by the LTC. Motion to approve draft LTC Board Item was made by Miles Menetrey and seconded by Steve Engfer. Motion passed with

DRAFT

all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

5. Steve Engfer prepared a Memorandum to give the TAC members more background on Vehicle Miles Traveled (VMT). Steve proposed that Mariposa County adopt a VMT Policy. MCLT could fund a consultant to create a VMT Policy pending feedback from Lloyd Clark our District 10 Liaison.

6. Steve made a motion to move forward on creating an MCLTC item to approve advertising for a consulting firm to create a VMT Policy including RFQ/RFP and possible administrative or formal amendment to the existing FY 23/24 Overall Work Program. The motion was seconded by Miles Menetrey. Motion passed with all members voting aye except Lloyd Clark - Caltrans Representative, abstaining from the vote as an observer.

7. A motion to close the meeting was made by Shannon Hansen and seconded by Miles Menetrey. The meeting was adjourned at 10:19 AM. Next meeting will be March 2024. Time and date to be determined.

DRAFT

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, January 8th, 2024

Members Present: Darlene Miles, DH, Eva Adams & Mary Dempsey

Members Absent: Mark Pina – Unexcused & Mary Wilson - Excused

Union Representative(s): N/A

Staff Present: Christy McCarthy, Humberto Frausto, Janet Gass & Jason Allen

Board Of Supervisors (BOS) Liaison(s): N/A

Guest(s): N/A

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:37PM by Chair DH. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. N/A
2. Approvals:
    a. January 8th, 2024 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary D., with a second by Darlene to approve the January 8th, 2024 agenda.
    b. December 11th., 2023 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary D., with a second by Darlene, to approve the December 11th, 2023 Minutes.
3. UDWA - Union Status Update:
    a. N/A
4. New Business:
    a. N/A
5. Board of Supervisors / Agency and Branch Updates:
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. The CA 2030 Steering report is going through final stages of review and accessibility assurances with the state. There is a public webinar in the works for the end of January where the intent is to release the

final report, timing permitting. More details about the webinar will be coming soon.

b. Christy – IHSS:
    i. Christy gave a verbal presentation of the quarterly stat reports. Copies of this info were provided to all present members via a printout and will also be sent via email after the meeting concludes.
    ii. DH asked how a recipient's share of cost is identified. Per Janet and Christy, that is determined by the Medical program. Darlene asked about deductions and was informed that Eligibility would be the place to go for that information.
c. Janet – Public Authority:
    i. In January 2024, the provider pay rate in Mariposa County was increased to $16.60 per hour and sick time increased to an accrual of 40 hours a year.
    ii. Discussion was held around how sick time is claimed and utilized properly.

6. Financial Update: Coming in April 2024.
7. Next Scheduled Meeting Date: February 12th, 2024
8. Adjournment: @ 2:21 PM

Commission on Aging of Mariposa County

Post Office Box 99 / 5362 Lemee Lane Mariposa,

CA 95338

MINUTES

(DRAFT)

Wednesday, January 24, 2024

IN-PERSON MEETING

Location:

Mariposa Conference Room

Health & Human Services @

5362 Lemee Lane, Mariposa, CA 95338

1. **Call to order and Introductions:** Completed at 10:10 AM by Linda Pribyl, Recording Secretary.

    a. **HHSA Staff Members -** Jason Allen & Lydia Arre

    b. **Voting Members Present –** Candy O'Donel-Browne**,** Nina Rhodes, Linda Pribyl & Lindsay Burtle.

    c. **BOS Representative** – Rosemarie Smallcombe

    d. **Guests –** Claudia Gonzales, Ron Hull and Erica Jonson (Program Specialists, Housing & Energy Assistance)

2. **Absent:** Don Fox.

3. **Public Comments:**

   a. Ron Hull and Erica Jonson provided a presentation on housing. Gave an overview of staff & programs / resources offered. Handed out an affordable housing list. Also gave an overview on low-income based energy and weatherization assistance.

   b. Discussed working on a COA new member packet to present at next meeting.

4. **Rosemarie:**

   a. Got approval to share CA 2030 Steering Committee report. It was sent to Jason who will disburse. The idea is to outline the next steps necessary after the governor's master plan on aging expires in 2030. Will be put on next agenda for further discussion after members have had a chance to review. Webinar coming out later in January 2024, Rosemarie will share info when available.

5. **Position Elections:**

   a. Chairperson: Lindsay was unanimously appointed.

   b. Vice Chair: Candy was unanimously appointed.

6. **Approval of October 25, 2023 Minutes: (Attachment A)**

   a. By unanimous vote, the committee approved the motion of Nina with a second by Candy, to approve the minutes of October 25, 2023.

7. **Americans With Disabilities Act (ADA):**

   a. Claudia Gonzales shared info on the formation of a new Americans with Disabilities Act Committee and shared membership applications.

Applications are posted around the county seeking member representation for each district and 2 at-large members.

8. **Senior Center Program Manager Report:**

a. Senior firewood program is going strong. Clients can setup delivery for homebound participants in the case of an emergency.

b. Health Insurance Counseling Advocacy Program (HICAP) came to the senior center last Friday to assess the site for being able to provide services from there. Lydia offered for them to set up zoom meetings to help with this. Rosemarie mentioned that it would be beneficial to put out an article for the community, will reach out to county and HHSA Program Information Officers.

c. The last 400 vouchers for the Coulter Cafe Senior Meal Program have been given out and the program will be ending once funding runs out or resources are exhausted. Coulter Cafe will be transitioning to accepting CalFresh when the meal program ends. Transportation still going out to Coulterville once a week.

d. Mariposa is running out of Area 12 Agency on Aging funding, though services will not stop functioning and the county will assume the financial responsibility.

e. Veterans breakfast is held on the second Wednesday each month, seeing around 40 participants each time. Spouses are welcome to attend.

9. **Adult & Aging Deputy Director Report:**

a. Terri Peresan was not present; prepared printouts were provided at the meeting.

10. **Commissioners' Reports:**

a. **D1:** A member of the community has requested Tai Chi. Lydia mentioned they are working on offering it through the senior center.

b. **D2:** A volunteer group has been assessing signage in north county and would like to see a sign added to help direct people. Yoga classes starting in February at the Gazzola Building. Veterans of Foreign Wars (VFW) doing a Valentines Day Spaghetti dinner and a Sweetheart Dance.

c. **D3:** N/A

d. **D4:** Reminder given about ethics training and making sure commission members are up to date. Jason offered to send the link to all who need it.

e. **D5:** N/A

f. **At-Large:** N/A

11. **Old Business:** N/A
12. **Adjournment:** @ 11:35AM
13. **Next Scheduled Meeting:** April 24, 2024 @ 10AM

Mariposa County Fire Advisory Committee
Minutes, January 17, 2024

1. **Roll Call – Secretary**
   Alison Deak, John Patton, Hannah Harrison, Steve Ward, Tara Fouch-Moore, Barbara Cone, Glenn Cahill, Melinda Barrett, Brian Mattos, Mike Keyser, Lacey Sharp, Wes Smith, Racquel Sandoval, Michael Pickard, Danette Toso

2. **Approval of Minutes: January 4, 2024 special meeting**
   Motioned by Melinda Barrett, Glenn Cahill seconded, Approved with requested changes

3. **Public comments - for non agenda items, speakers may be limited to 3 minutes.**
   No public comments

4. **Regular Agenda: Discussion and Possible Action/Recommendations:**
   a. **Annual nomination for Committee Officer Positions: Chair, Vice Chair, Secretary for 2024 year. – Ward**
      Nomination by Steve Ward for John Patton as Chair, seconded by Barbara, Approved Unanimously

      Nomination by Barbara Cone for Melinda Barrett as Vice Chair, Seconded by Wes Smith, Approved Unanimously

      Nomination by Steve Ward for Alison Deak as Secretary, Seconded by Wes Smith, Approved Unanimously

   b. **Discussion and approval of the meeting schedule for 2024 – Steve Ward**
      Requesting to change schedule to accommodate CAL FIRE representation during meeting.

      John Patton to send out Doodle poll to get best day of month and time for future meetings. ***Further discussion tabled until February meeting.***

   c. **Continue discussion with possible direction - Regional Forest and Fire Capacity Program (RFFCP) – Patton**
      John and other MCFAC members are working with SNC to receive capacity building funding for MCFAC and MCFAC members for two projects: (1) a project pipeline for CEQA, permitting, and right-of-entry for fuels reduction with Cal Trans along the Hwy-49 corridor with Mariposa RCD and (2) capacity building for MCFAC with funding for a split administrative position for RCD and FSC, planning, executive coaching, and strategic visioning for all MCFAC members, and GIS specialist support for MCFAC. Original suggestion was for RCD to receive funding for the pipeline project and county to receive funding for capacity project; SNC is supportive but does not want to split funding of recipients and suggested that the RCD be the recipient of funding for both projects.

Next steps: John and Melinda will meet to discuss grant agreement and fiscal agent. John will meet with SNC to discuss further and build out an agreement in lieu of an official grant application.

---- Discussion ensued about the County being the fiscal agent for the SNC funding and subcontracting Melinda. Benefits to this would be that Melinda could request payment in full and not be burdened by the 10% retention burden. However, Melinda was concerned about delays in invoicing if she was subcontracted. Barbara suggested that if the county were the fiscal agent, it could be written into the terms of the contract that immediate payment will be received up to a certain dollar amount regardless of the amount of funding that the county has received. Tara also commented that the point of the RFFCP is to build capacity, not to create more burden and if the grant will create more burden, this should be resolved through the grant. Michael also explained that as of January 1st advanced schedules for SNC grants are going to change to avoid gaps in funding until the end of projects.

d. Letter of support recommendation for Southern Sierra Miwuk Nation – Tara
SSMN is seeking support from MCFAC and the County in the proposal for funding from the California Natural Resources Agency tribal nature based solutions program to purchase and steward a ~900 acres parcel of land adjacent to Yosemite West sandwiched between Yosemite NP and Sierra NF, currently owned by Pacific Forest Trust. This grant program that has a priority for funding acquisition landback opportunities for landless tribes such as SSMN. SSMN has completed the pre-application and have been invited to submit full application. It will be crucial for them to show community support in their application to be successful. Because the grant is funding nature-based solutions in addition to acquisition, it will be in the planning phase for developing a culturally sensitive forest management plan and for post-fire recovery, stewardship, fire resilience, forest health, and workforce training for SSMN crew. This parcel of land was also a key strategic location for protecting the community of Yosemite West during the Ferguson Fire.

Motion by Alison Deak, Seconded by Barbara Cone, Approved Unanimously

5. Updates, Activity Reports and Future Agenda Items
John Patton, County Fire – Working on MCFAC contact list and have updated the list with members. Once finalized, will send out to MCFAC – **please ensure that the information in the updated contact list is correct.** MCFAC agendas must be published 72 hours in advance – **please make sure any items that you wish to see on the agenda are known to John the week before MCFAC meetings**. New project prioritization submissions need scored requiring three MCFAC members (Lacey Sharp, Barbara Cone, and Melinda Barrett volunteered to score). Please submit any projects that you are considering for prioritization. Currently working with County Fire for additional grant funding through OTS for extrication equipment.

Hannah Harrison, Planning – Americorps crew is in town working with different organizations and will begin working with FSC and UCCE to expand defensible space work on local properties on steep slopes that have been a part of the Fire Safe Council's brush and chip program. Crew is being coordinated through the county by Will Fassett. **Please reach out to Will if you would like to talk to the crew and provide education to them.**

Melinda Barrett, Mariposa RCD – Submitted two grants for home hardening program, received one through CAL FIRE for $49k. Still waiting to hear back on USFS CWDG grant. Contractor received $2 million for Mariposa Biomass Plant from CAL FIRE Wood Products Grant. Recently submitted Forest Health Grant. Attending biomass conference at end of month.

Mike Keyser, CAL FIRE – Majority of work on Guadalupe Fuel Break has been completed

Mike Pickard, Sierra Nevada Conservancy – As of January 1, SNC shifted their subregional boundaries. Mariposa County is now a part of the southwest subregion with Madera, Fresno, and Tulare Counties.

Wes Smith, Mariposa OES – Nothing new to report since special meeting. Still waiting for Mariposa Creekhillslope grant approval from FEMA and for hazard mitigation plan funding.

Brian Mattos, CAL FIRE – A business and workforce development grant that CAL FIRE has given to Ascent Forestry to purchase two new tractors for work in Mariposa County and they should be responsive to bids from MCFAC members.

Glenn Cahill, Sierra Tel – Status quo at Sierra Tel. Fiber to the home project is slated to be completed by the end of February.

Lacey Sharp, Happy Goat – Currently working a brushing contract on 30-acre parcel on Creekview. Resources (chainsaw crews) were pulled by Happy Goat and they are now working with SSMN to complete the parcel. Next project is in Madera County.

Barbara Cone, Mariposa Fire Safe Council – Received three contracts from CAL FIRE – for Lushmeadows Ladder Fuels Phase 1, Bumguardner Fuel Break, and storm damage clean up. Window is tight for Lushmeadows ladder fuels right-of-entry to complete CEQA in the spring (required). Final inspection completed on Wagoner Ridge Fuel Break with SNC and FSC is now working on final reporting. FSC received check for Bullion Fuel Break and operations are resuming. Looking forward to working with Americorps crew to expand defensible space downhill for qualified homeowners. Recently submitted two CAL FIRE grants for Lushmeadows Ladder Fuels Phase Two and for Fremont Fuels Reduction project near hospital.

Tara Fouch-Moore, Southern Sierra Miwuk Nation – Still no response from BIA about Sierra Priest Project so it is still on hold. Keeping crew busy doing work in Tuolumne County and will be partnering with Happy Goat. Crew will also be focusing on acquiring training and qualifications (Basic 32, S212). Crew currently working with Tuolumne County and Sierra Foothills Conservancy to do restoration work in Rim Fire and on SFC properties. Approved for grant augmentation on Mariposa Creek Property for forest management planning and administration. Also applying for tribal capacity grant around climate change.

Steve Ward, County Fire – County Fire will begin moving forward with OTS grant for extrication equipment. Justin Wight has been promoted to assistant chief; new battalion chief will be starting February 5th. New fire engine (a tactical water tender or "pumper tanker") should be in service in May/June. Reserve program going strong and candidate pool is improving. Still have an objective of getting a recommendation to board to use general fund monies for full-time

staffing and permanent employees for immediate capability to respond with specialized equipment. CCI grant for tractors has been closed out and money has been reimbursed to county. Chris is working on closing out second grant used to purchase masticator heads that will be continually utilized to maintain fuel breaks. Auto aid agreement with Tuolumne County for fire response in North County is back in place. No auto aid agreement with Yosemite NP is in place but working on getting agreement back in place and have submitted draft agreement to them to do so. **John will be giving an annual report for MCFAC for board in February. Please share anything with John you want to share with the board next month.** It would be good to have MCFAC members at the board meeting to give support.

Alison Deak, UC Cooperative Extension – No updates since special meeting. UCCE will be hiring a 0.5 FTE coordinator for the Southern Sierra Prescribed Fire Council. Other 0.5 FTE will be shared with Fire Advisor on Central Coast to work with their PBA. Position vacancy announcement has not been posted yet but will update MCFAC when it is – please share with any potential candidates!

Danette Toso, Mariposa Board of Supervisors – no updates

Future Agenda Items

1. Continued discussion and approval of MCFAC meeting schedule for 2024
2. Discussion about revising bylaws to allow MCFAC to vote on time-sensitive and unanimous agenda items via email

6. Adjourn

Motion by Tara Fouch-Moore, Seconded by Alison Deak, Approved Unanimously

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-66

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Ratify the Approval Funding Application (AFA) for FY 23/24 California Home Visiting Program (CHVP) in the Amount of $410,356; Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Health and Human Services Public Health Budget; and Authorize the Health and Human Services Director to Sign the Funding Agreement and any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel) (4/5ths vote required)

RECOMMENDATION AND JUSTIFICATION

Ratify the Approval Funding Application (AFA) for FY 23/24 California Home Visiting Program (CHVP) in the Amount of $410,356; Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Health and Human Services Public Health Budget; and Authorize the Health and Human Services Director to Sign the Funding Agreement and any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel) (4/5ths vote required).

This Agreement was signed by the Health and Human Services Agency Director at the request of the State.

This is a new Grant offered through the California Department of Public Health (CHDP). The California Home Visiting Program (CHVP) is designed for overburdened families who are at risk for Adverse Childhood Experiences (ACEs), including child maltreatment, domestic violence, substance use disorder, and mental health related issues. Home visiting gives parents the tools and know-how to independently raise their children. It's a preventive intervention focused on promoting positive parenting and child development. Decades of research on home visiting shows that home visits by a trained professional during pregnancy and in the first few years of life and improves the lives of children and families. Giving children a solid start in their first few years of life increases the opportunity for a brighter, more prosperous future.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant offered by the California Department of Public Health. The Board has previously approved similar funding agreements through the California Department of Public Health.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to authorize this funding agreement, the agency will forfeit the California Home Visiting Program funding and the benefit to the community.

FINANCIAL IMPACT

There is no financial impact to the County general fund. Revenue and corresponding appropriations are included in the attached Budget Action for FY 2023-2024 budget line 3628-401.

ATTACHMENTS

1. **AFA Approval Letter CHVP 23-22 Mariposa FY23-28**
2. **CHVP 23-22 1 AFA Checklist**
3. **Agency Information Form**
4. **Attestation of Compliance with the Sexual Health Education Accountability Act**
5. **FY 2324 CHVP Budget**
6. **Indirect Cost Rate Certification**
7. **Duty Statements**
8. **Organization Chart**
9. **Scope of Work**
10. **Subcontract Agreement Packages**
11. **Govenment Agency Taxpayers ID**
12. **FY 2324 CHVP Budget Action**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H
Director and State Public Health Officer

GAVIN NEWSOM
Governor

January 26, 2024

Margarita King
MCAH Director
County of Mariposa
P.O. Box 99
Mariposa, Ca 95338

Dear Margarita:

APPROVAL OF AGREEMENT FUNDING APPLICATION (AFA) FOR AGREEMENT CHVP 23-County Code – FISCAL YEAR (FY) 2023-24

The California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division approves your Agency's AFA for administration of MCAH related programs.

To carry out the program(s) outlined in your approved SOW(s) and Budget(s), during the period of July 1, 2023 through June 30, 2024, the CDPH/MCAH Division will reimburse expenditures up to the following amounts:

California Home Visiting Program FY23-24
SGF EBHV…….. $410,356

The availability of SGF funds are based upon funds appropriated in each respective FY (2023-24) Budget Act. Reimbursement of invoices is subject to compliance with all federal and state requirements pertaining to the CDPH/MCAH related programs and adherence to all applicable regulations, policies and procedures. Your Agency agrees to invoice actual and documented expenditures and to follow all the conditions of compliance stated in the current CDPH/MCAH Program and Fiscal Policies and Procedures manuals, including the ability to substantiate all funds claimed.

Caseload Requirements: All sites must maintain at least 85% of their negotiated caseload capacity (CC).

Caseload Requirements: Your LHJ is expected to reach and maintain the following caseload capacity (indicated below by model and funding source). If you are starting up or expanding a program or model, you have 18 months from the date of this AFA Approval notification to reach your contracted caseload capacity.

Funding Source	Model Type	Contracted Caseload Capacity
SGF EBHV	HFA	9

Please ensure that all necessary individuals within your Agency are notified of this approval and that the approved AFA documents are carefully reviewed. This approval letter constitutes a binding agreement. If any of the information contained in your approved Budget is incorrect or different from that negotiated, please contact your contract liaison, Andria Soto by e-mail at Andria.soto@cdph.ca.gov within 14 calendar days from the date of this letter. Non-response constitutes acceptance of your approved AFA documents.

Sincerely,

Angelica Jimenez-Bean

Angelica Jimenez-Bean
Section Chief, Contract Management and Allocations Process
Maternal, Child and Adolescent Health Division
Center for Family Health
California Department of Public Health

cc: Diane Robarge
Mariposa County Public Health

Andria Soto
CHVP Contract Liaison

Chia Xiong
CHVP Program Consultant

California Home Visiting Program

FY 2023-2028 Agreement Funding Application (AFA) Checklist

Agency Name: Mariposa County Health & Human Services Agency

Agreement Number(s): CHVP SGF EXP 23-22

Program (Check all that apply): ☐ CHVP MIECHV ☑ CHVP EBHV ☐ CHVP INV

Board of Supervisor approval/signature required to accept funds? ☑ Yes ☐ No

Please check the box next to all submitted documents. All documents must be submitted by email using the required naming convention on page 2

1. ☑ **AFA Checklist**
2. ☑ **Agency Information Form** | Excel version and signed PDF
3. ☑ **Attestation of Compliance with the Sexual Health Education Accountability Act of 2007**| signed PDF
4. ☑ **Budget Template** | submit for **each** funding initiative you will be participating in for FY23-24, list all staff (by position) and costs (including projected salaries and benefits, operating and ICR). Multiple tabs for completion include Original Budget and Justifications. Personnel titles must be consistent with the Duty Statements and Organizational Charts
5. ☑ **Indirect Cost Rate (ICR) Certification Form** | details methodology and components of the ICR for this funding. Please provide a detailed methodology in the box on page 2 of the form of how Indirect Costs are specifically broken out for CHVP
6. ☑ **Duty Statements (DS)** | for all staff listed on each funding initiative budget – Label and number each DS according to the applicable Budget Personnel Line Item and Organization Chart for each funding initiative. Please include which funding initiative the duty statement is applicable to. **All LHJs new to CHVP will be allowed to submit their DS within 60 days of AFA approval. Please inform your CL and PC if you will *not* be submitting your DS with your AFA submission. Please reach out to your PC for assistance building your DS.
7. ☑ **Organization Chart(s)** | of the applicable program(s), identifying all staff positions on each of the funding initiative budget(s) including their Line item number, and the program's relationship to other services for women and children, the local health officer and overall agency
8. ☑ **Scope of Work (SOW)** | signed PDF for **each** funding initiative you will be participating in for FY23-28
9. ☑ **Annual Inventory** | forms CDPH 1203 and CDPH 1204 – if not applicable, complete the top of each form and put "N/A" in line items below
10. ☑ **Subcontractor (SubK) Agreement Packages** | if applicable, for all SubKs of $5,000 or more. Submit Subcontract Agreement Transmittal Form, brief explanation of the award process, subcontractor agreement or waiver letter, FY23-24 Budgets with detailed justifications, SubK Duty Statements, and SubK Organization Chart
11. ☑ **Government Agency Taxpayer ID Form** | Form CDPH 9083, signed PDF

File Naming Convention

Please save all electronic documents using the required naming convention below:

Agreement # *(space)* Document # *(from Checklist above) (space)* Document Name *(from Checklist Above) (space)* MM.DD.YY

Example for CHVP Program:

CHVP 23-XX 1 AFA Checklist 6.15.23

CHVP 23-XX 2 Agency Information Form 6.15.23

CHVP 23-XX 3 Attestation of Compliance 6.15.23

CHVP 23-XX 4 Budget FY22-23 6.15.23

CHVP 23-XX 5 ICR Certification Form 6.15.23

CHVP 23-XX 6 DS 6.15.23

CHVP 23-XX 6 DS 2 6.15.23

CHVP 23-XX 6 DS 3 6.15.23

CHVP 23-XX 6 DS 4 6.15.23

CHVP 23-XX 7 Org Chart 6.15.23

CHVP 23-XX 8 SOW 6.15.23

CHVP 23-XX 9 CDPH 1203 6.15.23

CHVP 23-XX 9 CDPH 1204 6.15.23

CHVP 23-XX 10 SubK Transmittal 6.15.23

CHVP 23-XX 10 SubK Agreement 6.15.23

CHVP 23-XX 10 SubK Award Process 6.15.23

CHVP 23-XX 10 SubK Budget FY 23-24 6.15.23

CHVP 23-XX 11 CDPH 9083 6.15.23

Please contact your Contract Liaison (CL) if you have any questions.

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION

FUNDING AGREEMENT PERIOD
FY 2023-2024

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are **required to submit information when updates occur** during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each applicable program

CHVP SGF EXP 23-22

Update Effective Date: _____(only required when submitting updates)

Federal Employer ID#: 94-6000880

FI$CAL ID#: 071859607

Complete Official Agency Name: Mariposa County Health & Human Services Agency

Business Address: P.O. Box 99, Mariposa, CA 95338

Agency Phone: (209) 966-2000

Agency Fax: (209) 966-8251

Agency Website: HHSA@mariposacounty.org

AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION

Please enter the agreement or contract number for each of the applicable programs

CHVP SGF EXP 23-22

Update Effective Date: _____(only required when submitting updates

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration. I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original signature of official authorized to commit the Agency to a CHVP Agreement

Signature line: _____

Name (Print) Joe Lynch

Title Director Health & Human Services Agency Date 12/07/23

Original Signature of MCAH Director

Signature line: Margarita King, PHN

Name (Print) Margarita King

Title Public Health Nurse Manager/MCAH Director Date 12/07/2023

CONTACT	FIRST NAME	LAST NAME	TITLE	AUTHORIZED TO SIGN? BUDGETS	INVOICES	IF YES SELECTED, SIGN	PHONE	EMAIL ADDRESS	PROGRAM
AGENCY EXECUTIVE DIRECTOR	Joe	Lynch	Director Health & Human Services Agency	No	No		(209) 966-2000	jlynch@mariposacounty.org	CHVP
MCAH DIRECTOR	Margarita	King	Public Health Nurse Manager	Yes	Yes	Margarita King, PHN	(209) 966-3689	margaritaking@mariposacounty.org	CHVP
PROJECT COORDINATOR	Margarita	King	Public Health Nurse Manager	No	No	Margarita King PHN	(209) 966-3689	margaritaking@mariposacounty.org	CHVP
FISCAL OFFICER	Diane	Robarge	Administrative Analyst	Yes	Yes	Diane L. Robarge	(209) 742-0953	drobarge@mariposacounty.org	CHVP
FISCAL CONTACT	Diane	Robarge	Administrative Analyst	Yes	Yes	Diane L. Robarge	(209) 742-0953	drobarge@mariposacounty.org	CHVP
CLERK OF THE BOARD or	Danielle	Bondshu	Clerk of the Board	No	No		(209) 966-3222	dbonshu@mariposacounty.org	CHVP
CHAIR BOARD OF SUPERVISORS	Miles	Menetrey	Chair of the Board of Supervisors	No	No		(209) 966-3222	mmenetrey@mariposacounty.org	CHVP
OFFICIAL AUTHORIZED TO COMMIT AGENCY	Joe	Lynch	Director Health & Human Services Agency	No	No		(209) 966-2000	jlynch@mariposacounty.org	CHVP

All payments from CDPH to the Contractor shall be sent to the following address:

REMITTANCE ADDRESS
Federal ID #: 94-000880
FI$CAL ID #: 071859607
Contractor: Mariposa County Health & Human Services Agency
Attention: "Cashier"
Address: Post Office Box 99, Mariposa, CA 95338
Contract Number: CHVP SGF EXP 23-22
Email: drobarge@mariposacounty.org

Either party may make changes to the information above by giving written notice to the other party.
Said changes shall not require an amendment to this agreement, but will require a new STD204 Payee Data Record or CDPH9083 Government Agency Taxpayer Form.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Agency Name: Mariposa County Health & Human Services Agency

Agreement/Grant Number: CHVP SGF EXP 23-22

Compliance Attestation for Fiscal Year: 2023-2024

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter, the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Signed

Mariposa County Health & Human Services	CHVP SGF EXP 23-22
Agency Name	*Agreement/Grant Number*
Margarita King	12/7/2023
Signature of MCAH Director *Signature of AFLP Director (CBOs only)*	*Date*
Margarita King	
Printed Name of MCAH Director *Printed Name of AFLP Director (CBOs only)*	

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

ORIGINAL BUDGET

BUDGET SUMMARY

FISCAL YEAR	INVOICE TYPE	BUDGET	BUDGET STATUS	BALANCE
2023-2024	QUARTERLY	ORIGINAL	ACTIVE	

Rev. TH 6/22/23, 2:10 PM

PURPOSE:	CHVP SGF Evidence-Based Home Visiting (EBHV)		FUNDING SOURCE, PCA	
CONTRACTOR:	Mariposa		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EBHV 23-22	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$
	FUNDING TOTALS	410,356		410,356

EXPENSE CATEGORY			
PERSONNEL	$120,008	100.00%	$120,008
FRINGE BENEFITS	$48,177	100.00%	$48,177
OPERATING	$80,544	100.00%	$80,544
EQUIPMENT	$33,721	100.00%	$33,721
TRAVEL			
SUBCONTRACTS	$71,878	100.00%	$71,878
OTHER COSTS	$13,982	100.00%	$13,982
INDIRECT COST	$42,046	100.00%	$42,046
BUDGET TOTALS	$410,356	100.00%	$410,356
	BALANCES	========>	

Maximum Amount Payable:	$410,356

I CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Signature over Printed Name: Margarita King — Margarita King, Project Director — DATE: 1/24/2024

State Use Only	FUNDING SOURCE	CHVP - SGF
	PCA CODE	51023
PERSONNEL		120,008
FRINGE BENEFITS		48,177
OPERATING		80,544
EQUIPMENT		33,721
TRAVEL		
SUBCONTRACTS		71,878
OTHER COSTS		13,982
INDIRECT COST		42,046
Totals for PCA Codes	410,356	410,356

PERSONNEL

						Remaining Funds 100.00%	120,008
				TOTAL PERSONNEL COSTS	120,008		120,008
				TOTAL WAGES	120,008		120,008
	INITIALS	TITLE OR CLASS.	FTE %	ANNUAL SALARY	TOTAL WAGES		
1	KB	Deputy Director Public Health	2.00%	101,054	2,021	100.00%	2,021
2	MK	MCAH Director/CHVP Director	7.00%	135,607	9,492	100.00%	9,492
3	Vacant	Public Health Nurse- Vacant	75.00%	87,511	65,633	100.00%	65,633
4	KH	Program Specialist Lactation Consultant	13.00%	66,905	8,698	100.00%	8,698
5	DR	Administrative Analyst	5.00%	87,753	4,388	100.00%	4,388
6	DW	Accounting Technician	5.00%	60,266	3,014	100.00%	3,014
7	Vacant	Program Specialist	40.00%	66,905	26,762	100.00%	26,762
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

FRINGE BENEFITS

		Remaining Funds 100.00%	48,177
TOTAL FRINGE BENEFITS	48,177		48,177

ORIGINAL BUDGET

PURPOSE:	CHVP SGF Evidence-Based Home Visiting (EBHV)		FUNDING SOURCE, PCA
CONTRACTOR:	Mariposa		CHVP - SGF, 51023
AGREEMENT #:	CHVP SGF EBHV 23-22	(1)	(2)	(3)
SUBX:		TOTAL FUNDING	%	$
	FUNDING TOTALS	410,356		410,356

EXPENSE CATEGORY				
OPERATING			Remaining Funds	
			100.00%	80,544
	TOTAL OPERATING EXPENSES	80,544		80,544
1	Office expense	21,176	100.00%	21,176
2	Qualtrics Quality Management software program	18,675	100.00%	18,675
3	Renewal RN/PHN Fees	1,500	100.00%	1,500
4	CPR Training Courses	500	100.00%	500
5	Renewal License for Program Specialist Certified Lactation Consultant	2,000	100.00%	2,000
6	Strata-Data Program (Strat-MP) 2 Core program 2 licenses	6,000	100.00%	6,000
7	HFA Fees for training	17,423	100.00%	17,423
8				
9	UCSF Train the Trainers	7,000	100.00%	7,000
10	Gold Lactation Conference (online)	270	100.00%	270
11	Motivational Interviews ASQ Training and Screening tools	6,000	100.00%	6,000
12				
13				
14				
15				

EQUIPMENT			Remaining Funds	
			100.00%	33,721
	TOTAL EQUIPMENT EXPENSES	33,721		33,721
1	Lenova tablets to take to patients tech equip	1,500	100.00%	1,500
2	Conference table with chairs for meeting with community partners	10,000	100.00%	10,000
3				
4	Xerox Phaser 7400/DXF Color Laser Printer	12,946	100.00%	12,946
5				
6	Standing adjustable desks	9,275	100.00%	9,275
7				
8				
9				
10				

TRAVEL			Remaining Funds	
	TOTAL TRAVEL EXPENSES			
1				
2				
3				
4				
5				

SUBCONTRACTS			Remaining Funds	
			100.00%	71,878
	TOTAL SUBCONTRACT EXPENSES	71,878		71,878
1	Alura- personnel recruitment	21,878	100.00%	21,878
2	Needs assessment	50,000	100.00%	50,000
3				
4				
5				

OTHER COSTS			Remaining Funds	
			100.00%	13,982
	TOTAL OTHER COSTS	13,982		13,982
1	Emergency Supplies	2,100	100.00%	2,100
2	New parent kits , educational material	9,325	100.00%	9,325
3	Lactation supplies (nursing pads, infant scale, nursing system, syringes, educational model)	1,157	100.00%	1,157
4	Client Support	1,400	100.00%	1,400
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

INDIRECT COST			Remaining Funds	
			100.00%	42,046
	TOTAL INDIRECT COSTS	42,046		42,046
25.00%	of Total Personnel and Benefits	42,046	100.00%	42,046

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 12/4/2023

Agency Name: Mariposa County Health & Human Services Agency

Contract/Agreement Number: CHVP SGF EXP 23-22

Contract Term/Allocation Fiscal Year: 2023-2024

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

_____ % Fixed Percent of:

☐ Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

25 % Fixed Percent of:

☒ Total Personnel Costs

☐ Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

_____% Fixed Percent of:

☐ Total Personnel Costs (Includes Fringe Benefits)

☐ Total Personnel Costs (Excludes Fringe Benefits)

☐ Total Allowable Direct Costs

Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

Mariposa County's Public Health ICR approved rate for FY 23/24 from CDPH is 25% ICR based on salary, wages and fringe benefits.

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: Diane L. Robarge

Title/Position: Administrative Analyst

Signature: Diane L Robarge Date: 12/4/2023

Mariposa County
Health & Human
Services Agency
Public Health

DEPUTY DIRECTOR OF PUBLIC HEALTH

Personnel Detail Line 1

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY-PUBLIC HEALTH
CHVP DUTY STATEMENT

Definition:

The Mariposa County Health & Human Services Agency- Public Health Branch Deputy Director administers a variety of programs to support the overall health and well-being of County residents. Receives direction from an assigned Division Director or the Agency Director.

Duties:

1. Provides general oversight for the local California Home Visiting Program (CHVP).
2. Provides resources if available for the local CHVP Program.
3. Reports to the Health and Human Services Division Director about local CHVP activities and program updates.
4. Supervises the local CHVP/MCAH Program Director.

Mariposa County
Health & Human
Services Agency
Public Health

PUBLIC HEALTH NURSE MANAGER

MATERNAL CHILD ADOLESCENT HEALTH (MCAH) Director
CALIFORNIA HOME VISITING PROGRAM (CHVP) DIRECTOR

Personnel Detail Line 2

MCAH Director/CA Home Visiting Program Director is responsible for providing direction for all aspects of the Perinatal Services Program, California Home Visiting Program and the local Smart Start and CHVP under the direction of the Public Health Officer, the responsibilities and duties of the MCAH Director/CHVP Director shall include:

1. Plan, organize, and coordinate the implementation of the MCAH/CHVP contract and evaluate the program toward meeting the program objectives. Gather and analyze data for program planning, management and evaluation. Maintain appropriate records and prepare reports. Annually assess the needs of the MCAH population by utilizing the State Title V Plan and the Year 2023 objectives. Assess Childhood Injury Prevention data and prepare all required reports.

2. Collaborate with the community providers, agencies, and community groups in identifying problems, and barriers to services. Coordinate planning and development of solutions for mutually agreed upon objectives. Foster local, regional, state partnerships to improve MCAH services.

3. Provide and facilitate client referrals to Health and Social Services. Promote the use of available MCAH/CHVP services in the community to increase the target population's awareness. Upon notification by the coroner of a presumed SIDS death, MCAH Director will consult with the infant's physician, when possible; and then immediately contact the persons having custody and control of the infant to provide information, support, referral and follow-up services.

4. Assist individuals eligible for Medi-CAL to enroll in the Medi-CAL program by collaborating with the Eligibility Team of Health & Human Services Agency.

5. Develop community awareness and support for MCAH/CHVP programs. Enhance the Health Department's ability to meet the needs of the target population by providing educational materials, in-service training to medical, social services, and the community population as needed. Inform clients on "Back to Sleep" position at home visits and distribute SIDS literature as needed.

6. Assist individuals on Medi-CAL to access Medi-CAL services. Facilitate collaboration, coordination, communication and cooperation among providers of service and advocacy for the MCAH populations. Attends various community and state organizations and committees. May attend the annual SIDS Conference and/or Central or Northern California Regional Council meetings and other SIDS related training.

7. Must be SPMP qualified.

Mariposa County
Health & Human
Services Agency
Public Health

Public Health Nurse (PHN)
California Home Visiting Program (CHVP)
DUTY STATEMENT
(Line #3)

Definition

The CHVP Public Health Nurse, under the supervision of the CHVP-MCAH Director/Public Health Nurse Manager, is responsible for the management of the CHVP related activity programs that are based on the expertise of a skilled nurse professional who possesses in-depth knowledge and understanding of the specialized program components of comprehensive prenatal and children care.

Description of Duties

Duties include, but are not limited to the following:

1. Assist local provider groups and community agencies to promote the coordination and accessibility of health care services for pregnant women, infants, and children, targeting Medi-Cal eligible and/or low income population.

2. Assist in outreach and case finding activities to improve the proportion of pregnant women who enter prenatal care in the first trimester.

3. Provide home visitation / outreach via the Mariposa County Health & Human Services Agency (HHSA) chosen home visiting program.

4. Collaborate with the Child Welfare Services Social Workers by providing home visitation to children and their families referred by social workers.

5. Promote, develop and coordinate professional and community resources.

6. Assist individuals eligible for Medi-CAL to enroll in the Medi-CAL program by collaborating with the Eligibility Team of Health & Human Services Agency.

7. Outreach via the chosen evidence based home visiting program to high risk women during pregnancy.
8. Provide outreach for Children with Special Health Care Needs (CSHCN) by collaborating with different programs, but not limited to, the Immunization Program, Childhood Lead Poison Prevention Program, CCS and CWS. Assist in linking them to appropriate health resources such as the Central Valley Regional Center, Early Start Educational Center, Valley Children's Hospital Child Advocacy Clinic, and the Mariposa County Unified School District.

9. Monitor access and quality of prenatal care within the county. Collaborate with the MCAH PHN.

10. Assist with needs and resource assessment in collaboration with the MCAH Director and health care providers to determine local health problems,mental health services for pregnant women and gaps in services to move toward creating a seamless county-wide referral system.

11. Attend workshops on prenatal issues including SIDS related trainings.

12. Assist in Communicable Disease follow-up programs for follow-up of pregnant women.

13. Administer and evaluate programs in compliance with the scope of work.

14. Report collected data, assessment and outcomes, related to implemented activities, for the evaluation of the targeted population to the CHVP Program Director/MCAH Director.

15. Assist MCAH Director/CHVP Director as needed and directed in activities related to the maternal child adolescent health programs and child welfare programs..

16. Provide ongoing direction to support staff for program reports.

17. The PHN will perform he duties as directed by the local CHVP/MCAH Director to perform the required duties of the SOW and the Health Families of America program requirements.

18. Must be a Public Health Nurse and SPMP qualified.

Mariposa County
Health & Human Services Agency
Public Health

CALIFORNIA HOME VISITING PROGRAM (CHVP)

PROGRAM SPECIALIST CERTIFIED LACTATION CONSULTANT

(Line# 4)

DEFINITION

The Program Specialist is a technical specialist level series in the Health and Human Services Agency (Agency) receiving immediate supervision from professional staff members as assigned. Incumbents perform complex, technical and specialized program support duties that require use of judgement and initiative and ability to act independently. Positions require specialized knowledge and skills that are not learned in a short period of time and are a higher level than those required of a journey level clerical/administrative support worker. The CHVP Program Specialist-CERTIFIED LACTATION CONSULTANT will provide lactation consultation for the new moms in the CHVP/MCAH program.

DISTINGUISHING CHARACTERISTICS

1. The CHVP Program Specialist –Certified Lactation Consultant is a health professional who specializes in the clinical management of breastfeeding. Preferred an International Breastfeeding Lactation Consultant.
2. Provide information, referrals to clients for programs within the guidelines of the program.
3. Determine program eligibility for community members for a variety of Health or Human Service-related programs. Plan and implement programs throughout the Agency.
4. Market programs to the community including creating marketing flyers, posts to the website, social media sites and writing media releases regarding breastfeeding support activities and services related to the CHVP/MCAH program.
5. Develop educational and awareness programs to meet the needs of the CHVP/MCAH community and in accordance with funding guidelines.
6. Performs public outreach and education by coordinating and implementing community awareness programs through education and promotion of program services.
7. Provide home visitation / outreach via the Mariposa County Health & Human Services Agency (HHSA) chosen home visiting program.
8. Assist individuals eligible for Medi-CAL to enroll in the Medi-CAL program by collaborating with the Eligibility Team of Health & Human Services Agency.
9. Assist MCAH Director/CHVP Director as needed and directed in activities related to the maternal child adolescent health programs.
10. The CHVP Program Specialist – Certified Lactation Consultant will work under the guidance of the local MCAH/CHVP.

Mariposa County Health & Human Services

Administrative Analyst

DUTY STATEMENT
(Personnel Detail Line Item 5)

Currently, the Administrative Analyst provides administrative support for the MCAH and CHVP Program. In addition to the typical accounting duties, the following MCAH and CHVP duties have been assigned:

1. Develops the MCAH and CHVP Budget at the direction of the MCAH and CHVP Public Health Nurse Manager. All invoices and budget related reports, records and other materials related to the MCAH and CHVP Program are reviewed Administrative Analyst.

2. Reviews invoices against the Auditor's sheets to verify that all invoices are MCAH and CHVP related and have been appropriately charged. After completion, all documentation is organized in such a manner as to facilitate an Auditor's review.

3. Prepares quarterly invoices to MCAH and CHVP and tracks revenue per allocation agreement.

4. Reviews all invoices to General Ledger and maintains records of MCAH and CHVP program revenue and expenses.

5. Works as liaison between MCAH and CHVP and State Auditor (during Audit) providing information and/or records as requested.

6. Reviews accuracy of daily activity reports with FFP coding.

7. Performs other related duties similar to the above scope and function related to the MCAH and CHVP Programs as needed.

Mariposa County Health & Human Services

Accounting Technician

Duty Statement

(Personnel Detail Line Item 6)

The Accounting Technician provides administrative/accounting support for the MCAH and CHVP Program. In addition to the typical accounting duties, the following MCAH and CHVP duties have been assigned:

- Creates budget related reports, maintains payroll reports and expenditure reports for MCAH and CHVP grant. Order supplies and maintains inventory and other reports and materials related to the MCAH and CHVP Program.

- Collates and reconciles invoices against the Auditor's sheets to verify that all invoices are MCAH and CHVP related and have been appropriately charged. After completion, all documentation is organized in such a manner as to facilitate an Auditor's review.

- Records all invoices to General Ledger and maintains records of MCAH and CHVP program revenue and expenses.

- Reviews accuracy of daily activity reports with FFP coding.

- Performs other related duties similar to the above scope and function related to the MCAH and CHVP Program as needed.

Mariposa County
Health & Human Services Agency
Public Health

CALIFORNIA HOME VISITING PROGRAM (CHVP)

PROGRAM SPECIALIST

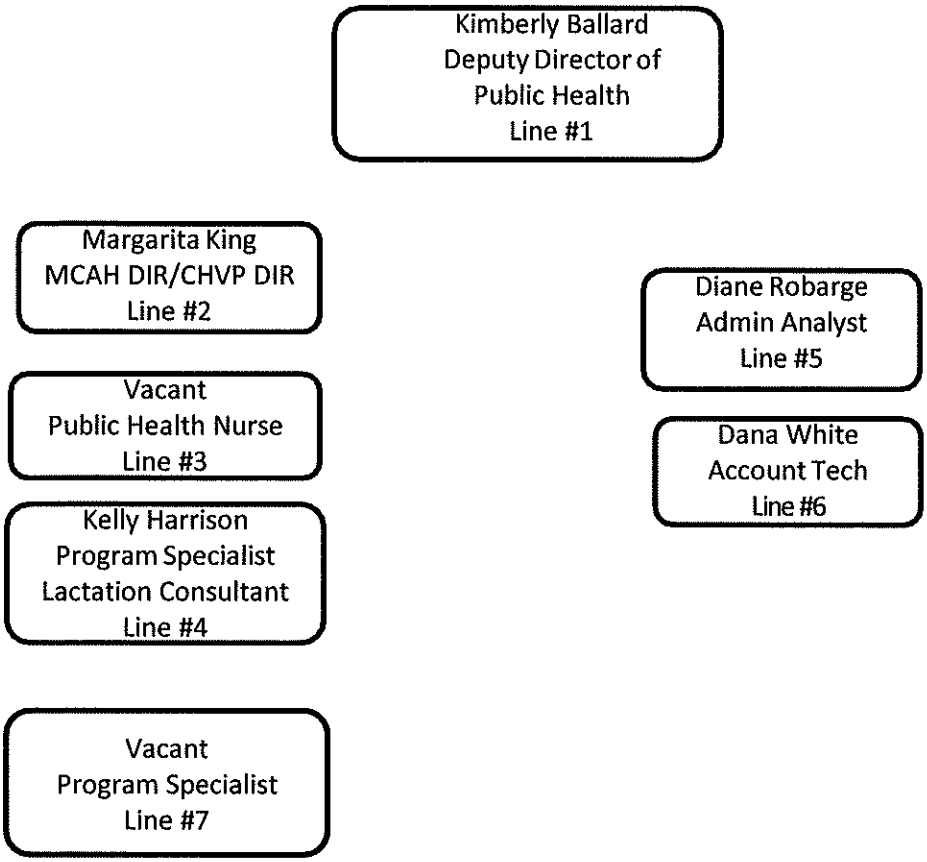
(Personnel Detail Line 7)

DEFINITION

The Program Specialist is a technical specialist level series in the Health and Human Services Agency (Agency) receiving immediate supervision from professional staff members as assigned. Incumbents perform complex, technical and specialized program support duties that require use of judgement and initiative and ability to act independently. Positions require specialized knowledge and skills that are not learned in a short period of time and are a higher level than those required of a journey level clerical/administrative support worker.

Duties but not limited to:

1. Provide information, referrals to clients for programs within the guidelines of the program.
2. Determine program eligibility for community members for a variety of Health or Human Service-related programs. Plan and implement programs throughout the Agency.
3. Market programs to the community including creating marketing flyers, posts to the website, social media sites and writing media releases regarding breastfeeding support activities and services related to the CHVP/MCAH program.
4. Develop educational and awareness programs to meet the needs of the CHVP/MCAH community and in accordance with funding guidelines.
5. Performs public outreach and education by coordinating and implementing community awareness programs through education and promotion of program services.
6. Provide home visitation / outreach via the Mariposa County Health & Human Services Agency (HHSA) chosen home visiting program.
7. Assist individuals eligible for Medi-CAL to enroll in the Medi-CAL program by collaborating with the Eligibility Team of Health & Human Services Agency.
8. Assist MCAH Director/CHVP Director as needed and directed in activities related to the maternal child adolescent health programs.
9. Provide information, referrals and basic case management services to clients for programs within the guidelines of the program.
10. The CHVP Program Specialist will assist the MCAH/CHVP local program director in updating policies and procedures to meet new program mandates and regulations; conduct local program needs assessment and activities in relation to these activities; assist local program team in local data collection; perform specialized clerical duties in support of the operations and activities of assigned area.
11. Assists with the preparation of grant proposals and management of grant obligations. Tabulate program data and complete reports for management, funders and regulatory authorities.


Kimberly Ballard
Deputy Director of
Public Health
Line #1
Margarita King
MCAH DIR/CHVP DIR
Line #2
Vacant
Public Health Nurse
Line #3
Kelly Harrison
Program Specialist
Lactation Consultant
Line #4
Vacant
Program Specialist
Line #7
Diane Robarge
Admin Analyst
Line #5
Dana White
Account Tech
Line #6

California Home Visiting Program (CHVP)
State General Fund (SGF) Evidence-Based Home Visiting Expansion
Scope of Work (SOW)

This Scope of Work (SOW) identifies the goals, objectives and deliverables pertaining to Year 1 (July 1, 2022- June 30, 2023) of the 2022 State General Fund (SGF) expansion. The 2022 SGF expansion provides additional funding to the California Home Visiting Program (CHVP) with the long-term goal of increasing the number of families participating in the three evidenced-based home visiting (EBHV) models supported by CHVP: Healthy Families America (HFA), Nurse Family Partnership (NFP), and Parents as Teachers (PAT). Local Health Jurisdictions (LHJs) may use Year 1 funding for expansion, planning, and/or special support activities related to pandemic recovery. LHJs must select one or more of the following Year 1 activity(ies). Only the goals, objectives and deliverables pertaining to the selected Year 1 activity(ies) apply to this agreement.

Please check one or more of the following boxes to indicate planned use of funding:

☒	Planning Activities
☐	Expansion Activities
☐	Special Support Activities

Planning Activities – Goal: Plan for implementation or expansion of HFA, NFP or PAT.

Objective	Activities	Deliverables
1. Plan for HFA/NFP/PAT home visiting model implementation and/or expansion.	1.1 Develop a CHVP Implementation Plan using the CHVP template, which may include and is not limited to the following:	• Submission of CHVP Implementation Plan within 60 days of agreement execution.

Objective	Activities	Deliverables
	• Conduct a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting. • Select the evidence-based home visiting model(s) that will best meet the needs of the service population and be sustainable for the LHJs. • Apply for model affiliation as applicable. • Plan the infrastructure needed to perform all activities according to, and in fidelity of, the specific model guidelines and CHVP requirements. • Adhere to all CHVP Policies and Procedures relating to implementation of HFA/NFP/PAT at the LHJ. • Establish a plan and timeline for the recruitment, hiring, and training of staff to support implementation of HFA/NFP/PAT. • Develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program. • Develop a plan to recruit and enroll participants. • Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.	• Submission of semi-annual status reports. • Submission of quarterly staffing reports. • Participate in regular technical assistance calls with CHVP staff.

Expansion Activities - Goal: Expand participation, beyond current caseload capacity, in an existing HFA, NFP or PAT program.

Objective	Activities	Deliverables
1. Provide leadership, guidance, and oversight for CHVP HFA/NFP/PAT model implementation.	1.1 Develop CHVP Implementation Plan, using the CHVP provided template, including but not limited to the following: • Recruitment, hiring, and training of staff to support implementation of HFA/NFP/PAT. Staff should reflect the families being served. • Collaboration with local family and early childhood systems partners to provide a continuum of services for CHVP participants and maintain a strong referral system into the program. • Purchase of needed equipment and other programmatic supplies for successful implementation of selected home visiting model. 1.2 Execute all implementation and service delivery activities according to model guidelines and CHVP requirements. 1.3 Adhere to all CHVP Policies and Procedures relating to implementation and expansion of HFA/NFP/PAT.	• Submission of CHVP Implementation Plan within 60 days of contract execution. • Submission of semi-annual status report. • Submission of quarterly staffing reports. • Participate in regular technical assistance calls with CHVP staff.
2. Enroll participants to increase caseload.	2.1 Increase caseload capacity by a negotiated number decided between CHVP and the LHJ. 2.2 Adhere to all CHVP Policies and Procedures and model guidance relating to caseload capacity.	• Submission of CHVP Implementation Plan within 60 days of contract execution.

Objective	Activities	Deliverables
3. Maintain clean and compliant data for all home visiting activities and participants per model and CHVP guidance.	3.1 All CHVP State General Fund (SGF) funded home visiting participants are required to sign the CHVP consent form. 3.2.a. NFP LHJs will coordinate data system requirements with the NFP National Service Office and the CHVP Data Team. 3.2.b. HFA LHJs will coordinate with the CHVP Data Team to establish buildout/modification in Efforts to Outcomes (ETO) data system. 3.2.c. PAT LHJs will coordinate data system requirements with the PAT National Office and the CHVP Data Team for use of the Penelope data system. 3.3 LHJ will enter the participant data into a secure and designated data system within seven working days of data collection. 3.4 LHJ will adhere to all CHVP Policies and Procedures relating to compliant data. 3.5 LHJ will coordinate with data collection system owners (see 3.2 above) to provide CHVP with participant-level data and other data as needed.	• Evidence of signed participant consent forms. • Submission of timely and accurate data on participant demographics, service utilization, and performance measures, according to, and with fidelity to, the selected home visiting model guidelines and CHVP requirements. • Evidence of data submission within seven working days of data collection. • Monthly enrollment and other reports as needed. • Participate in regular technical assistance calls and site visits with CHVP staff. • LHJ authorization for transmission of participant-level data from model specific data collection systems to CHVP.

Special Support – **Goal:** Provide relief and support with rebuilding and stabilizing the staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, hazard pay and other staff costs, and emergency supplies.

Categories	Activities	Deliverables
1. Hazard pay or other staff costs	1.1 Fund staff costs associated with providing home visits or administration for programs, including incentive bonuses, overtime pay, and technology that supports individual employees.	Using CHVP-provided template, report semi-annually on: • Number of staff (Not FTE) receiving hazard pay/other staff costs. • Description of activities being performed for hazard pay/other staff costs. • Number of staff receiving technology.
2. Training	2.1 Develop a process for identifying and prioritizing target audiences, training needs, and relevant topics for training of home visiting staff. 2.2 Develop, conduct, and assess training of staff. 2.3 Provide training opportunities that address the needs of families, including but not limited to health equity, reproductive justice, social determinants of health, etc.	Using CHVP-provided template, report semi-annually on: • Name of training. • Purpose/description of training. • Date of training • Number of staff participating in training. • All other activities related to staff training.
3. Technology	3.1 Develop and implement a process to assess how technology needs are identified, prioritized, and addressed for participant families.	Using CHVP-provided template, report semi-annually on:

Categories	Activities	Deliverables
	3.2 Acquire and provide the necessary technological means for participant families to conduct and support virtual home visiting.	• Hardware or software acquired. • Process used to identify and prioritize families. • Number of families receiving technology.
4. Emergency supplies	4.1 Develop and implement a process for identifying need for supplies and distributing emergency supplies, including gift cards and prepaid grocery cards to participant families. 4.2 Provide emergency supplies, including diapers, diapering supplies, gift cards, and prepaid grocery cards to participant families for the purpose of meeting the emergency needs of the family.	Using CHVP-provided template, report semi-annually on: • Process used to identify and prioritize families. • Type and number of emergency supply items, including gift cards and prepaid grocery cards purchased and distributed, • Number of families receiving emergency supplies.

Data Collection (For Special Support)

Objectives	Activities	Deliverables
1. Maintain clean and compliant data for special support activities per CHVP guidance.	1.1 Collect pertinent data and information regarding use of funds using CHVP-approved forms, guidance and mechanisms and report to CHVP regularly and upon request.	• Submission of data using CHVP templates and guidance. • Submission of records and documentation to support the

Objectives	Activities	Deliverables
	1.2 Maintain appropriate records and documentation to support expenditures.	charges using CHVP templates and guidance.

NOTE: If compliance standards are not met in a timely manner, CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

MCAH Director Signature (or designee): Margareta King, PHN Date: 12/05/2023

SUBCONTRACT AGREEMENT TRANSMITTAL FORM

Complete and submit this Subcontract Agreement Transmittal Form to obtain California Department of Public Health (CDPH), Maternal, Child and Adolescent Health (MCAH) Division Subcontract approval.

REQUIREMENT: If the total subcontract amount over the term of the subcontract is $5,000 or more, a Subcontract Agreement Package must be submitted for approval to CDPH MCAH Division prior to the Subcontract/Agency Agreement being signed by either party, unless this prior approval requirement is waived in writing by CDPH MCAH Division.

The following items are needed as additional components to complete the Subcontract Agreement Package:

1. A brief (one page or less) explanation of the award process including all information necessary to evaluate the reasonableness of the price or cost and the necessity or desirability of incurring such cost, if applicable. (See contract Exhibit D (3)).
2. Subcontract Agreement Package consisting of:
   - Subcontract Agreement Transmittal Form
   - Subcontractor/Agency Agreement or copy of waiver letter
   - Proposed Scope of Work (CDPH MCAH Division format is required except for service contracts)
   - Budget (CDPH MCAH Division format is mandatory unless optional format is approved by CM)
   - Detailed Budget Justification

AGENCY IDENTIFICATION

Agency Name: Mariposa County Health & Human Services

Agreement Number: CHVP SGF EXP 23-22 Agreement Term: FY 23/24

Program Name: ☐ MCAH ☐ BIH ☐ AFLP ☒ CHVP

Approved Program Maximum Amount Payable: $21,878

Program Director/Coordinator: Margarita King, PHN Manager/MCAH/CHVP Director

SUBCONTRACTOR IDENTIFICATION

Subcontractor or Consultant Name: Alura

Address: _____

Subcontractor Contact: _____ Phone Number: _____

Total Subcontract Amount: $21,878

Is Subcontract: ☐ Single Year Agreement ☐ Multiple Year Agreement

If multiple year term, what is the entire term of Subcontract (i.e., 2012-2016): _____

Current Fiscal Year (FY) Subcontract Amount: $21,878

Current FY Subcontract Period: N/A

Federal ID Number or Social Security Number: _____

Subcontractor's Program Director (N/A for consultants): _____

Phone Number: _____

Type of Subcontractor:

☐ For-profit Organization ☐ Non-profit Organization

☐ University ☐ Governmental Agency

The Agency certifies that, for the above named subcontractor, all applicable terms and conditions are included within the subcontract.

Agency Signature: Margarita King

Title: MCAH/CHVP Director

Print Name: Margarita King

Date: 12/13/2023

ADDENDUM TO SUBCONTRACT AGREEMENT

$21,878– Alura for PHN Recruitment

Please note that as of this date 12/6/2023 Mariposa County has not hired a SubK for PHN Recruitment.

Our LHD has had difficulty recruiting Public Health Nurses to our small rural county. Alura Recruitment Service has offered their services and they believe they will be successful in the recruitment of a PHN. Mariposa County has met with Alura and received a quote for the cost for their services. At this time we do not have an agreement with Alura as we will have to have the grant approved to move forward. The quote for services is as follows: Recruitment for Vacant PHN per quote 25% of PHN annual salary = $87,511 x 25% = $21,878

SUBCONTRACT AGREEMENT TRANSMITTAL FORM

Complete and submit this Subcontract Agreement Transmittal Form to obtain California Department of Public Health (CDPH), Maternal, Child and Adolescent Health (MCAH) Division Subcontract approval.

REQUIREMENT: If the total subcontract amount over the term of the subcontract is $5,000 or more, a Subcontract Agreement Package must be submitted for approval to CDPH MCAH Division prior to the Subcontract/Agency Agreement being signed by either party, unless this prior approval requirement is waived in writing by CDPH MCAH Division.

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   - Proposed Scope of Work (CDPH MCAH Division format is required except for service contracts)
   - Budget (CDPH MCAH Division format is mandatory unless optional format is approved by CM)
   - Detailed Budget Justification

AGENCY IDENTIFICATION

Agency Name: Mariposa County Heath & Human Services Agency

Agreement Number: CHVP SGF EXP 23-22 Agreement Term: _____

Program Name: ☐ MCAH ☐ BIH ☐ AFLP ☒ CHVP

Approved Program Maximum Amount Payable: $50,000

Program Director/Coordinator: Margarita King, PHN Manager, MCAH/CHVP Director

SUBCONTRACTOR IDENTIFICATION

Subcontractor or Consultant Name: TBD

Address: _____

Subcontractor Contact: _____ Phone Number: _____

Total Subcontract Amount: $50,000

Is Subcontract: ☐ Single Year Agreement ☐ Multiple Year Agreement

If multiple year term, what is the entire term of Subcontract (i.e., 2012-2016): _____

Current Fiscal Year (FY) Subcontract Amount: $50,000

Current FY Subcontract Period: N/A

Federal ID Number or Social Security Number: _____

Subcontractor's Program Director (N/A for consultants): _____

Phone Number: _____

Type of Subcontractor:

☐ For-profit Organization ☐ Non-profit Organization

☐ University ☐ Governmental Agency

The Agency certifies that, for the above named subcontractor, all applicable terms and conditions are included within the subcontract.

Agency Signature: Margarita King Title: MCAH/CHVP Director

Print Name: Margarita King Date: 12/13/2023

ADDENDUM TO SUBCONTRACT AGREEMENT

$50,000 – TBD for Needs Assessment

Please use this as a "placeholder" for the Needs Assessment $50,000 TBD in our FY 22/23 Budget

Please note that as of this date 12/6/2023 Mariposa County has not hired a SubK for Needs Assessment. Our LHD needs to perform a needs assessment to have local data to address the local population's needs. The local program will require a subcontractor to assist in the needs assessment activity. Estimate approximately $50,000 for this service.

State of California-Health and Human Services Agency

California Department of Public Health
1616 Capitol Ave., Suite 74.262
P.O. Box 997377, MS 1800
Sacramento, CA 95899-7377
www.cdph.ca.gov

Submit

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name: Mariposa County Health & Human Services Agency

Remit-To Address (Street or PO Box): Post Office Box 99

City: Mariposa State: CA Zip Code+4: 95338

Government Type:
- ☐ City
- ☐ Special District
- ☐ Other (Specify)
- ■ County
- ☐ Federal

Federal Employer Identification Number (FEIN): 94-6000880

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI$Cal ID# (if known)	Dept/Division/Unit Name	Complete Address

---

Contact Person: Diane Robarge Title: Administrative Analyst

Phone number: (209) 742-0953 E-mail address: drobarge@mariposacounty.org

Signature: Diane R. Robarge Date: 11/15/23

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3628	401	45063	CHVP/State Revenue		(410,356)	
3628	401	51111	Salaries		120,008	
3628	401	52101	Retirement-Employer		13,756	
3628	401	52201	Medical Insurance		22,751	
3628	401	52202	Dental Insurance		960	
3628	401	52203	Vision Insurance		180	
3628	401	52205	Life Insurance		84	
3628	401	52208	Medical Insurance Admin Fee		83	
3628	401	52301	Social Security		7,517	
3628	401	52302	Medicare		1,753	
3628	401	52303	SDI		1,093	
3628	401	60111	Training/Seminars		34,693	
3628	401	60201	Misc Expense		42,046	
3628	401	60213	Office Supplies		22,676	
3628	401	60216	Storage/Furniture & Equipment		19,275	
3628	401	60301	Professional Services		71,878	
3628	401	60421	Equipment		12,946	
3628	401	60431	Software		24,675	
3628	401	60508	Client/Community Engagement		13,982	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 2/1/2024

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Hal Nolen to the Housing Programs Advisory Committee as a Member with a Term Expiring February 28, 2027

RECOMMENDATION AND JUSTIFICATION

Appoint Hal Nolen to the Housing Programs Advisory Committee as a Member with a Term Expiring February 28, 2027

Nolen has expressed interest in serving on this committee and meets the qualifications.

Vacancies have been noticed according to the Maddy Act.

With this action there will be 6 vacancies on the committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board of Supervisors to appoint new committee members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint an interested party to serve, continue to advertise vacancies. If an appointment is not made, vacancies will continue, the committee will not have full community representation and could possibly result in a lack of quorum.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 240105 Nolen Redact App

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Wayne Forsythe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

RECEIVED

JAN 0 3 2024

Mariposa County Planning Department

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Housing Programs Advisory Committee(HPAC)

Supervisorial District in which you Reside: 5

Length of Residency in the County: 24 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Hal

Last Name:
Nolen

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
Yes

Employment Status: Full time

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
As the Program Director of the only Houseless Emergency Shelter in Mariposa County, I bring a unique insight to the issues related to the houseless community within our County. Additionally, as a local non-profit employer, I also have insight into the ongoing lack of available qualified workers for fulfilling positions within the organization.

Please list prior/current appointments to other Boards/Commissions/Committees:
Currently a member of the Central Sierra Continuum of Care (CoC-526). I am active in several sub-committees related to houseless issues within the CoC.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

N/A

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	Thursdays - 1pm, 2 pm, 3 pm, and 4 pm.	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 1/3/2024 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-67

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Task Order No. 6 with The KPA Group in the Amount of $151,980 for Mariposa County Adult Detention Facility HVAC Replacement Phase II; and Authorize the Board of Supervisors Chair to Sign the Task Order

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RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 6 with The KPA Group in the Amount of $151,980 for Mariposa County Adult Detention Facility HVAC Replacement Phase II; and Authorize the Board of Supervisors Chair to Sign the Task Order.

The Adult Detention Facility fails to provide ample cooling and the existing direct/indirect evaporative cooling roof-top air handling units (AHUs) leak. The scope of work includes preparing bid documents for the replacement of the existing sytem. The detention facility is located at 5379 Highway 49 North in Mariposa, CA and operates as a Type II facility in accordance with federal and state laws. The facility was originally designed and constructed in 1994 utilizing an HVAC system with evaporative cooling. Two interior makeshift gutters have been installed to collect the leaking water and help address the safety concerns related to wet floors. Additionally, the system has inconsistent air distribution and flow issues, along with heavy dust and lint build-up which is obstructing clean and appropriate air flow. The control panel is currently located in the Central Control room and is requested to be relocated.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, the Board approved a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve Mariposa County Adult Detention Facility will continue to have health and safety issues.

FINANCIAL IMPACT

Measure M funds previously obligated for the Sheriff's HQ facility will be repurposed for these design services.

ATTACHMENTS

1. **Task 6 - HVAC Phase II**
2. **KPA Group**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

KPA Group Task Order No. 6
Mariposa County Adult Detention Facility -
HVAC Replacement Phase II

Date: _____

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-99) between Mariposa County ('County') and KPA Group ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare design services for HVAC improvements at the Mariposa County Adult Detention Center. Work includes Phase II Tasks 1-6: (1) Project Management/Coordination, (2) Schematic Design, (3) Design Development, (4) Construction Documents, (5) State and County Bid Support, (6) Construction Administration Services.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $151,980.

Funding Source 5577-350-70111
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisor

_____
Danielle Bondshu,
Clerk of the Board

CONTRACTOR

_____
Paul Powers, President
The KPA Group

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

EXHIBIT A

THE KPA GROUP

ENGINEERS
ARCHITECTS

January 15, 2024

Matt Hespenheide, County Engineer
Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

Subject: Mariposa County Adult Detention Facility - HVAC Replacement Investigation & Design Services
Fee Proposal R2 (Phase 2 adjustment)

Dear Matt,

The purpose of this agreement is to establish a scope of services and fee for a replacement HVAC system at the existing Mariposa County Adult Detention Facility. The building was originally designed under 1991 building codes with state amendments and constructed in 1994. The detention facility is located at 5379 Highway 49 North in Mariposa, CA and operates as a Type II facility in accordance with federal and state laws. The fully sprinklered building is approximately 15,045 SF and serves institutional and business occupancies consisting of detention and support areas, kitchen and laundry, and administrative spaces. A site walk of the facility and grounds was conducted by The KPA Group and led by Public Works and Detention Facility staff on June 29, 2023.

Project Understanding

The Adult Detention Facility was originally designed and constructed in 1994 utilizing an HVAC system with direct/indirect evaporative cooling roof-top air handling units (AHUs) and air conditioning units. In 2016 the original AHUs were replaced with new units. The current units are seven years old and facility staff have reported that the current equipment has been an ongoing maintenance issue from inception and fails to provide ample cooling for a 90-95 degree day. The facility staff indicated their desired indoor temperature for summer months is 72-74 degrees and for winter, 78 degrees.

For the past three years, the system has experienced condensation buildup and leakage which produces about 5 gallons of collected liquid every eight hours. To alleviate this issue, two interior makeshift gutters have been installed to collect the leaking water and help address safety concerns related to wet floors. In addition to ongoing leakage, the system contains inconsistent air distribution and flow issues. Additionally, permanently fixed maximum security and tamper-proof diffusers and registers contain heavy dust and lint build-up which is obstructing clean and appropriate air flow.

Currently, the system's control panel is located in the Central Control watch room and is suggested to remain there for operational convenience. Staff requests that abandoned controls in the facility be removed.

The County wishes to explore tentative options and costs in a preliminary phase (Phase 1), and expand the selected option into design documents as part of a second phase (Phase 2). As part of this project, the County also wishes to add siting of a new Conex container on the south yard area west of the service entry.

Scope of Services

This document provides a scope of services for design services for HVAC improvements at the Mariposa County Adult Detention Center.

<u>Phase 1 – Preliminary Investigation</u>

KPA will provide viable options for improvements to the existing HVAC system at the Adult Detention Center. This preliminary investigation phase will provide review of the existing HVAC system onsite with a mechanical engineer. A basis

of design will be prepared to document project understanding and viable solutions. Scenarios for consideration will be outlined as part of the basis of design. Order of magnitude construction costs for scenarios will be provided. The selected option and outcomes from the preliminary investigation and basis of design will be advanced into design documents as appropriate.

The Phase 1 services scope of services is organized into the following elements:

- Project Management and Coordination
- Preliminary Investigation
- Basis of Design Report

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with Mariposa County, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the course of the initial investigation phase will be documented.

The KPA Group will meet with Mariposa County to discuss the needs and elements related to the proposed HVAC improvements.

Preliminary Investigation

KPA will conduct a site visit for a closer investigation of the existing building and related systems. The site visit will allow the design team to verify and assess existing conditions, electrical system capacity and related building elements. A review of findings with the County will be arranged shortly after the visit to provide more information about the current state of the HVAC system.

Components of investigation will include:

- Current HVAC unit types
- Equipment unit inventory
- Review of as-build drawings
- Determine available electrical capacity
- Re-visit to assess individual locations of proposed new HVAC units and to determine necessary inclusions and additional requirements

Basis of Design Report

KPA will prepare a basis of design report outlining project understanding and direction. The report will compile items learned from the site investigation and contain cost information and an overview of viable solutions along with KPA recommendations. We will review the report with Mariposa County to assist in determination of the best solution to be advanced into design documents as part of Phase 2.

The Basis of Design Report will be organized as follows:

- Overview of Existing Conditions
- Photo Documentation
- HVAC Options
- Order of Magnitude Cost Estimates
- Engineer's Recommendations

Phase 2 – Design Documents

KPA will perform architectural and engineering services required for HVAC system replacement design at the existing detention facility based on the County's chosen design direction. Required changes to the building's electrical system for new HVAC components will be included in the design including for new feeders and disconnects to accommodate the HVAC equipment. Plumbing system design will incorporate required changes based on the new HVAC system. Structural

engineering services will confirm and provide details to secure new HVAC units at proposed locations. KPA will prepare the required construction drawings for the new replacement HVAC system. The design will result in 100% Construction Documents for bidding purposes and construction period services to complete the project requirements.

The Phase 2 services scope of services is organized into the following elements:

- Project Management and Coordination
- Schematic Design
- Design Development
- Construction Documents
- State and County Review & Bid Support
- Construction Administration Services

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with Mariposa County, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the course of this project will be documented. The project manager will regularly coordinate the project and scheduling efforts and will lead the quality assurance process.

The KPA Group will meet with Mariposa County to discuss the needs and elements related to the proposed HVAC improvements. KPA will coordinate and communicate with Mariposa County's project design team to align project goals with the design. We will manage the services of engineering sub-consultants and internally coordinate the design prior to County review.

Schematic Design

In this phase of design, KPA and sub-consulting engineers will review the current building code requirements related to the facility's occupancy and load. The team will document air distribution and areas of deficiency and begin MEP calculations for system capacity. Required changes, if any, to building mechanical or electrical systems will be outlined for inclusion in a conceptual diagram of updates. Any required change to the fire alarm system based on adjacent air flow capacity of units will be documented but are not anticipated. Replacement HVAC Schematic Design will be developed for the County that incorporates system requirements.

The Schematic Design phase will include:

- Evaluation of existing system and conditions
- Preparation of HVAC replacement concept
- Schematic-level cost estimate
- Preliminary code review
- CAD background development
- Meeting to refine HVAC replacement concept for additional inclusions or considerations for further development in Design Development phase

Design Development

The KPA Group will expand Schematic Design documents into Design Development documents illustrating further development of the design of the new HVAC system. Design Development will determine the final scope of the project and relationships among project components. Design Development documents will provide a clearly-defined design with a comprehensive scope, budget and schedule. Coordination with sub-consultants will continue, and drawings will be updated accordingly. We will meet with Mariposa County during this phase to provide project status updates and to further define project requirements. Code required changes will be implemented and the project schedule and cost estimate will be updated as the design progresses.

The Design Development phase will include:

- Expanded building code review
- Further evaluation of existing conditions and updates to drawings
- Incorporation of alternate bid items, if any
- Update construction cost estimates
- Draft mechanical calculations
- Prepare outline specifications
- Incorporate review comments and obtain approval to proceed to the Construction Documents phase

Construction Documents

Design Development documents will be advanced into Construction Documents. Construction Documents will refine the extent, configuration, location, relationships and dimensional requirements of the work to be completed. Final changes will be made to equipment enclosure types, design details, electrical one-line diagrams and other components of the design. Specifications will be completed. We will meet with Mariposa County during this phase to discuss project design progress and bid requirements. A construction schedule will be established, and a construction cost estimate will be prepared. Final code-required changes will be implemented and drawings and specifications will be coordinated among the disciplines.

The Construction Documents phase will include:

- Incorporation of design development phase review comments and design revisions
- Complete documentation of building and MEP systems code review and analysis
- Complete technical specifications
- Complete construction drawings, schedules and details
- Finalize construction cost estimate
- Finalize engineering calculations
- Finalize Mechanical Energy Compliance Forms (Title 24 requirements)
- Review 95% Construction Documents with Mariposa County
- Incorporate final County comments and submit 100% Construction Documents

State and County Review & Bid Support

Following completion of Contract documents, KPA will submit to the Board of State and Community Correction for review. Additionally, we will submit to the County for parallel review. KPA will assist the County during the bidding period and respond to RFIs and issue Addendum as required. KPA will assist Mariposa County with bidding services related to HVAC system improvements. We will respond to questions from potential bidders and issue documentation related to clarifications if required.

Construction Administration Services

KPA will perform Construction Administration services related to the redesign of the HVAC system for the Mariposa County Detention Facility. During construction, KPA will attend progress meetings on a twice monthly basis due to the fast-track nature of this project.

Construction Administration services will include:

- Maintain project logs
- Provide consultation and advice
- Confirm specifications for required items
- Notify the County and the Contractor of any failure in HVAC system or supports work or materials to conform to the requirements of the Contract, Plans or Specifications
- Visits to the detention facility to observe work progress and to prepare final punchlist; up to two site visits
- Response to RFIs and review of Submittals, further described below

KPA will review and respond to any RFIs related to the HVAC improvement design. We will issue necessary interpretations and clarifications including replies to other information requests. We will assist Mariposa County with supplemental instructions related to maintenance requirements and warranty information for individual units. KPA will review and respond to related shop drawings submittals. We will review and approve shop drawings and submittals for conformance to the design. We will review required system testing and balancing.

Construction phase deliverables may include necessary notices, communications, interpretations and clarifications, as required. KPA will perform a final punch list related to the new HVAC system.

Deliverables

Basis of Design (Phase 1) – Basis of Design Report outlining viable improvement options and associated order of magnitude construction costs along with engineer's recommendations.

Design Development (Phase 2) – Design Development-level plans showing HVAC replacement design, HVAC equipment schedules, locations and general service areas. An updated project schedule and cost estimate will be presented along with a draft set of specifications.

Construction Documents (Phase 2) – Final plans showing HVAC replacement design, HVAC equipment schedules, architectural inclusions, structural details, electrical drawings and final locations of HVAC units. Final specifications will be provided.

Design Schedule

KPA will complete the design of the replacement HVAC system within 120 days of Notice to Proceed.

Owner Responsibilities

- Provide access to the existing facility
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connects and permitting

Compensation

The work described under the Scope of Services will be performed on a lump sum basis. The County of Mariposa will pay The KPA Group the amount of thirty-two thousand eight hundred fifty dollars as architectural and engineering fees for Phase 1. For Phase 2, the County will pay The KPA Group an estimated **one hundred fifty-one thousand nine hundred eighty dollars ($151,980.00)** as architectural and engineering fees for design work for the Adult Detention Facility HVAC Replacement Design. Total compensation for both phases is outlined below.

Phase 1..... $ 32,850.00 **(completed)**
Phase 2..... **$151,980.00 ***
Total Compensation..... **$184,830.00**

*** Note: Phase 2 design fee proposed is based on County preferred moderate design solution Option 2 of HVAC Study dated November 2023 and ability to re-use portions of the existing HVAC system.**

Please see the attached compensation worksheet for a detailed breakdown of design tasks based on our current understanding of the project and scope of work for each proposed project phase.

Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on County contracting desires.

Respectfully submitted,
The KPA Group

Paul W. Powers, AIA, NCARB
President

COUNTY OF MARIPOSA - Adult Detention Facility HVAC Replacement

Compensation Worksheet Phase 2 - Design Documents for Moderate Design Solution OPTION 2

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	MEP ENGINEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$235.00	$210.00	$210.00	$195.00	$155.00	$105.00	
Project Management and Coordination								
1	Project meetings - recurring	4	4	4	4		2	$3,610.00
2	Team coordination	8	4	4	4	4		$4,960.00
3	Quality control	4	8	4	4			$4,240.00
SUBTOTAL		$3,760.00	$3,360.00	$2,520.00	$2,340.00	$620.00	$210.00	$12,810.00
Schematic Design								
1	Concept options / Basis of Design		2	8	8			$3,660.00
2	Preliminary code review	1	4	8				$2,755.00
3	SD-level cost estimate	1	2	2	4			$1,855.00
4	Schematic Design drawings	1	8	16	12	24		$11,335.00
5	Incorporate review comments			2	2	4		$1,430.00
SUBTOTAL		$705.00	$3,360.00	$7,560.00	$5,070.00	$4,340.00	$0.00	$21,035.00
Design Development								
1	Expand code review	1	4	4	2		1	$2,410.00
2	Load Calculations			8				$1,680.00
3	DD-level cost estimate	1	4	8	8			$4,315.00
4	Design Development drawings	2	12	16	28	42		$18,320.00
5	Outline specifications	1	2	6	4		2	$2,905.00
6	Incorporate review comments	2	2	4	4	8		$3,750.00
SUBTOTAL		$1,645.00	$5,040.00	$9,660.00	$8,970.00	$7,750.00	$315.00	$33,380.00
Construction Documents								
1	Complete code review	1	4	6	2			$2,725.00
2	Complete technical specifications	1	4	8	12	2	2	$5,615.00
3	Final cost estimate	1	2	6	8			$3,475.00
4	Prepare 95% Construction Documents	1	8	16	24	56		$18,635.00
5	Incorporate review comments	2	2	4	4	8		$3,750.00
6	Prepare final Construction Documents	2	4	4	12	16		$6,970.00
SUBTOTAL		$1,880.00	$5,040.00	$9,240.00	$12,090.00	$12,710.00	$210.00	$41,170.00
State and County Review & Bid Support								
1	Submit to State/County	1	2		4			$1,435.00
2	Plan Check response (2 rounds)	2	8	8	8	16	2	$8,080.00
3	Compile bid documents	1	2	1	2	8	2	$2,600.00
4	Bidding support		2	2	1		1	$1,140.00
SUBTOTAL		$940.00	$2,940.00	$2,310.00	$2,925.00	$3,720.00	$525.00	$13,255.00
Construction Administration & Closeout								
1	General construction administration	2	4	4	8		2	$3,920.00
2	RFI responses	4	2	8	12			$5,380.00
3	Shop drawing review	4	2	8	12			$5,380.00
4	Work progress visit (assume 1 visit)		8	8	8			$4,920.00
5	Construction progress meetings	2	8	8	8		2	$5,600.00
6	Punchlist		8	8	8		2	$5,130.00
SUBTOTAL		$2,820.00	$6,720.00	$9,240.00	$10,920.00	$0.00	$630.00	$30,330.00
TOTAL HOURS		50	126	193	217	188	18	792
TOTAL COST - PHASE 2		$11,750.00	$26,460.00	$40,530.00	$42,315.00	$29,140.00	$1,890.00	$151,980.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549 License#: 6003745	**CONTACT NAME:** Elise Fisher **PHONE (A/C, No, Ext):** 510-272-1435 **FAX (A/C, No):** **E-MAIL ADDRESS:** DesignProCerts@AssuredPartners.com
INSURED The KPA Group 6700 Koll Center Parkway Suite 125 Pleasanton CA 94566 KPAGROU-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : The Travelers Indemnity Company of Connecticut — 25682 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Travelers Casualty and Surety Co of America — 31194 INSURER D : HARTFORD INSURANCE COMPANY — 38288 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1100892867 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liab [ ] Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6806H537085	1/18/2024	1/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BA3R760350	1/18/2024	1/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	57WEGAD5P4T	7/1/2023	7/1/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			105404592	1/18/2024	1/18/2025	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has no company owned autos; therefore, hired/non-owned auto liability is the maximum coverage that applies.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-99

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with KPA Group for On-Call Facilities & Architectural Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with KPA Group for On-Call Facilities and Architectural Services; Approve Task Order No. 1 for the Probation Department Space Analysis and Conceptual Design Project in the Amount Not to Exceed $67,135; and Authorize the Board of Supervisor Chair to Sign the Agreement and Task Order No. 1.

On August 19, 2022, Staff released a Request for Qualifications. The County received two responses for Facilities and Architectural Services from NJA and KPA Group. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to KPA Group. This firm will be used for Capital Improvement and work performed by the Facilities Division. Future tasks may include office additions and remodels.

Task Order No. 1 is for investigation of the existing facilities, space analysis, and concept drawings for a new facility for the Probation Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 20, 2022, the Board of Supervisors adopted Resolution 22-725 approved an On-Call contract with Black Water Consulting Engineers for Water and Wastewater Services.

On July 12, 2022, the Board of Supervisors adopted Resolution 22-415 authorizing the RFQ for On-Call A&E Consultant Services and authorized the Public Works and Transportation Director to select the consultants.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and staff will be required to procure certain professional A&E services by other less efficient methods.

FINANCIAL IMPACT:
There is no financial impact to the County associated with the On-Call Contract. The Purchasing Policy remains unmodified for A&E task orders.

ATTACHMENTS:
KPA Master Contract (PDF)

REF ID# 13819

DS MR

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KPA Task Order No. 1 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

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AGREEMENT FOR A&E ON-CALL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of March, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and KPA Group ("Contractor"), pursuant to the following terms and conditions.

W IT N E S S E T H:

1.TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or June 30, 2027, whichever is earlier.

The period of performance for each specified project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

2.SERVICES

OBLIGATIONS OF THE CONTRACTOR

A. The County hereby contracts with the Contractor as an independent contractor to provide the professional services enumerated in "Scope of Services" attached as Exhibit A.

B. The Contactors services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on schedules for each specific project mutually agreed upon in advance by the County and the Contractor.

C. The Contractor's staff shall be as listed in Exhibit B, attached hereto and incorporated herein. Any substitutions of personnel must be approved in advance by the County, which approval shall not be unreasonably withheld. The Contractor shall notify the County of the names and classifications of employees assigned to each specific project and shall not reassign such employees to other projects of the Contractor without notification to and prior approval by the County.

D. The Contractor may retain, as subconsultants, specialists as the Contractor requires to assist in completing the work.

E. The Contractor agrees to provide the professional services that are necessary for each project when expressly authorized in writing by the County. Such work by the Contractor shall not begin until the Contractor has received a written Notice to Proceed (NTP) or Task Order from the County authorizing the necessary service, agreed upon fee, and scope of services.

F. The Contractor shall submit proposals in response to requests issued by the County on a project-by-project basis. The Contractor agrees that each professional or other individual

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performing work on any such project(s) shall be adequately trained to perform the work and shall possess the proper license, certification or registration as required by law or by accepted standards of the applicable profession. The Contractor agrees to provide the professional services that are necessary to complete the requested tasks consistent with the scope of its contracted discipline(s), as listed in Exhibit A, "Scope of Services", when expressly authorized in writing by the County.

G. The Contractor's personnel shall typically be assigned to and remain on specific projects/deliverables until completion and acceptance of the project/deliverables by the Department. Personnel assigned by the Contractor shall be available at the start of a Task Order and after acceptance of the project/deliverable by the Department. After the County's approval of the Contractor's proposal and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval.

OBLIGATIONS OF THE COUNTY

A. Issue Task Orders on a project-by-project basis. Task Orders will at a minimum include scope of services, location, and schedule for the project.

B. Provide copies of any available existing as-built plans and right-of-way drawings from the County's files.

C. Serve as a liaison to the public.

D. Provide preliminary engineering survey data on existing structures and topographic mapping to the Contractor, if available.

E. Review all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction permits.

F. Provide assistance to Contractor, as may be appropriate under the circumstances, in connection with Contractor's processing of required permits.

G. Give reasonably prompt consideration to all matters submitted for approval by the Contractor in an effort to assist the Contractor in avoiding any substantial delays in the Contractor's work. An approval, authorization or request to the Contractor given by the County will be binding upon the County under the terms of the Agreement only if it is made in writing and signed on behalf of the County. Contractor shall perform services as described in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Services.

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3. COMPENSATION

A. The total amount payable by the County for all the Agreements combined shall not exceed a cumulative maximum total value of Two Million Dollars ($2,000,000), which "Not to Exceed Sum" hereinafter shall be referenced as the "NTE Sum".

It is understood and agreed that there is no guarantee, either expressed or implied, that all or any specific portion of this maximum NTE Sum will be authorized under the On-Call Engineering Agreements through Task Orders. It is further understood and agreed that there is no guarantee, either expressed or implied, that any Task Order will be assigned to the Contractor or that the Contractor will receive any payment whatsoever, under the terms of this Agreement. Each time a Task Order is awarded under any of the Agreements, the County shall send written notification to the Contractor. Each such notice shall identify the cumulative total of funds allocated under all Task Orders issued hereunder as of that date, and the remaining unencumbered amount of the NTE Sum. The Contractor acknowledges and agrees that the County shall not pay any amount under this Agreement that would cause the NTE Sum to be exceeded, and the Contractor shall not enter into a Task Order that exceeds the remaining unencumbered amount of the NTE Sum.

B. Contractor will be reimbursed for hours worked at the hourly rates set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Rates can be annually adjusted subject to County's approval for the performance period set forth in this Agreement. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In addition, Contractor shall be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the executed Task Order.

C. Reimbursement for transportation and subsistence costs shall not exceed State rates.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 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 a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, 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 Contractor 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) 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 County.

(7) Verification of Coverage: Contractor shall furnish County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless and indemnify, but not defend, County, its officers, employees, , against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, but only to the extent actually caused by the negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. Contractor has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of Contractor.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

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11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
KPA Group
6700 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Rd.
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement,

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Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Services."

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

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21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

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27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that all work shall be performed consistent with but limited to the generally accepted professional practices and standards ordinarily used by other reputable members of Contractor's profession, practicing in the same or similar locality and under similar circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Contractor makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Contractors' services except that the services will be performed consistent with the standard of care stipulated herein.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to

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such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Paul Powers
CF95F258447648B...

KPA Group

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Exhibit A – Scope of Services
Exhibit B – Cost Proposal
Exhibit C – Federal Language

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Exhibit 'A'
Scope of Services

Contractor shall perform consultation, research, professional and technical services required for A&E Facilities and Architectural Services and Construction Support. Work to include:

- Project Development Support
- Programming and Feasibility Studies
- Space Planning
- ADA Design
- LEED and Sustainability Studies
- Building Evaluations
- Schematic Design
- Design Development
- Construction Documents

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Exhibit 'B'

Fee Schedule

KPA's breakdown of hourly rates for personnel to be assigned to the projects are proposed as follows:

PROFESSIONAL RATE

Category	2022	2023	2024
Principal	$235	$240	$240
Project Manager	$225	$230	$235
Registered Architect or Engineer	$200	$205	$210
Designer/Technical Professional	$185	$190	$195
CAD Technician	$150	$155	$155
Administrative	$100	$100	$105

Sub-consultant billing information aligns similarly to KPA's billing information above and will be provided upon contract award. Costs for expenses related to printing and travel are not marked up and may be provided based on individual projects or task orders. The KPA Group will maintain the above rates if additional overtime work is requested.

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FEDERAL PROVISIONS

PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on _____, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $_____. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

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H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $_____.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT

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by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST

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SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established

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LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the

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CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted

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upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or

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to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid 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 this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd., Suite 230
Lafayette CA 94549

License#: 6003745
KPAGROU-01

CONTACT NAME: Nancy Ferrick
PHONE (A/C, No, Ext): 510-272-1400 **FAX (A/C, No):**
E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : HARTFORD INSURANCE COMPANY	38288
INSURER E :	
INSURER F :	

INSURED
The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton CA 94566

COVERAGES **CERTIFICATE NUMBER:** 2111266901 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	6806H537085	1/18/2023	1/18/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BA3R760350	1/18/2023	1/18/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	57WEGAD5P4T	7/1/2022	7/1/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			105404592	1/18/2023	1/18/2024	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has no company owned autos; therefore, hired/non-owned auto liability is the maximum coverage that applies.
RE: All Operations of the Named Insured --

CERTIFICATE HOLDER

Mariposa County
Public Works Dept
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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Policy: BA3R760350 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAD5P4T **Endorsement Number:**
Effective Date: 07/01/2022 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: The KPA Group
6700 Koll Center Parkway
Suite 125
Pleasanton, CA 94566

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 07/01/2023

DocuSign

Certificate Of Completion

Envelope Id: 38C991EA00C049EA8941064A3F2BEDC0
Status: Completed
Subject: Complete with DocuSign: KPA Group Agreement- On Call Eng Services-3-6-23.pdf
Source Envelope:
Document Pages: 35
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
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3/6/2023 10:48:22 AM
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Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 10:53:59 AM Viewed: 3/6/2023 10:55:30 AM Signed: 3/6/2023 10:55:52 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 10:55:54 AM Viewed: 3/6/2023 3:28:41 PM Signed: 3/6/2023 3:29:18 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/6/2023 3:29:20 PM Viewed: 3/6/2023 5:06:21 PM Signed: 3/6/2023 5:06:24 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Paul Powers Paulp@thekpagroup.com President Security Level: Email, Account Authentication (None)	DocuSigned by: Paul Powers CF95F258447648B... Signature Adoption: Pre-selected Style Using IP Address: 73.92.31.111 Signed using mobile	Sent: 3/6/2023 5:06:27 PM Viewed: 3/7/2023 6:45:46 AM Signed: 3/7/2023 6:48:27 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 6:45:46 AM ID: 21772f6e-e3b1-44cd-8d70-299b9885896d		
Melinda Rice mrice@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/7/2023 6:48:30 AM Resent: 3/7/2023 7:37:44 AM Viewed: 3/7/2023 8:02:26 AM Signed: 3/7/2023 8:02:33 AM

Electronic Record and Signature Disclosure:
Accepted: 12/30/2022 10:48:53 AM
ID: 54fb01b2-acdf-40e0-a768-88ab91d46da5

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/6/2023 10:53:59 AM
Certified Delivered	Security Checked	3/7/2023 8:02:26 AM
Signing Complete	Security Checked	3/7/2023 8:02:33 AM
Completed	Security Checked	3/7/2023 8:02:33 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-68

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Authorize the Public Works Director to Waive the Encroachment Permit fee of $206 for the 46th Annual Indian Gulch Run in Hornitos on March 3, 2024, Beginning at 8:30 am

---

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Permit fee of $206 for the 46th Annual Indian Gulch Run in Hornitos on March 3, 2024, Beginning at 8:30 am.

This event is sponsored by the Merced Running Club and is non-profit.

The event will be held in Hornitos with the start/stop location at High Street and will provide 2-mile, 5-mile, and 10-mile courses.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has waived encroachment permit fees for this event in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the event organizers will have to pay for the permit, which may cause a hardship, since the event is sponsored by volunteers and is not intended to be a money-making event.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Encroach Permit24**
2. **Flyer24**
3. **Letter to Board24**
4. **Map24**
5. **Insurance24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Wayne Forsythe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: Jan. 11, 2024 Building Permit #: Na

APPLICANT: Wynona Parry + Pete Bothwell

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Hornitos Rd + Indian Gulch Rd AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1.
- ☐ DRIVEWAY
- ☐ ROAD CROSSING (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
- ☒ SPECIAL EVENT (EXPLAIN BELOW) DATE OF EVENT 3-3-24
- ☐ OTHER (EXPLAIN BELOW)

Hornitos - Indian Gulch Foot Race (2, 5, & 10mi)

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

Starting on High Street, turning around on Hornitos Rd and then right on Indian Gulch Rd (furthest point is 5 miles from start).

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: _____

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____ OWNERS NAME: _____

DATE ISSUED: _____ PRINTED NAME OF APPLICANT: Pete Bothwell + Wynona Parry

PHONE NUMBER: _____ SIGNATURE OF APPLICANT: Pete Bothwell Wynona Parry

MAILING ADDRESS: 5639 Darrah Rd.
Mariposa, CA 95338

46th Annual

Hornitos Indian Gulch Run

2 Mile - 5 Mile - 10 Mile

WHEN? Sunday, March 3, 2024

TIME: 7:15am - 8:15am Check-in and Race Day Reg.
All races start at 8:30am.

HOSTED BY: Merced Running Club

EVENT: **Hornitos - Indian Gulch Run**

ENTRY FEES:

$35 Early Registration
*postmarked by February 17th

$30 Merced Running Club Members
*postmarked by February 17th

$40 Race Day Registration

MAIL TO:

Pete Bothwell
5639 Darrah Rd
Mariposa, CA 95338

OR Register Online at RunSignUp.com

MORE INFO:

Pete Bothwell	(209) 347-0636	bothwell@gmail.com
Wynona Parry	(530) 717-7461	wynonalogan1@gmail.com

INCLUDED: Food will be provided after the race for participants. Aid stations will be along the route.

AWARDS: Prizes will be awarded to the top male and female in each race.
Medals for 1st, 2nd, and 3rd place in 10 year increments.

DIRECTIONS: Hornitos is approx. 33 mi. from Merced. From north Hwy 99 take J-17 exit from Turlock to Hornitos through Snelling. From Merced and south, take Hwy 140 exit from Hwy 99 to Cathy's Valley. Turn left on Hornitos Rd. at the Oasis Store for approx. 11 mi. From Merced, take G St to Snelling on to Merced Falls Rd. Turn right at Merced Falls Bridge to Hornitos.

To: County of Mariposa Public Works Department & Board of Supervisors

From: Wynona Parry, Pete Bothwell - Race Directors
Indian Gulch-Hornitos Run, Merced Running Club

Date: January 11, 2024

SUBJECT: Encroachment Permit Application
EVENT: Indian Gulch-Hornitos Run
DATE OF EVENT: Sunday, March 3rd

To Mariposa County Public Works Staff and Board of Supervisors:

I am applying for an Encroachment Permit for the 46th Annual Indian Gulch-Hornitos Run in hopes that the fee of $150 might be waived. In the past, you've generously waived the fee.

This is a well-managed event presented by Pete Bothwell and Wynona Parry in partnership with the Merced Running Club in Merced, CA. We are the race directors. **The Merced Running Club is a non-profit organization and profits from this race will be donated to the Mariposa County High School Track and Field Team.**

There are five additional pages attached to this application.

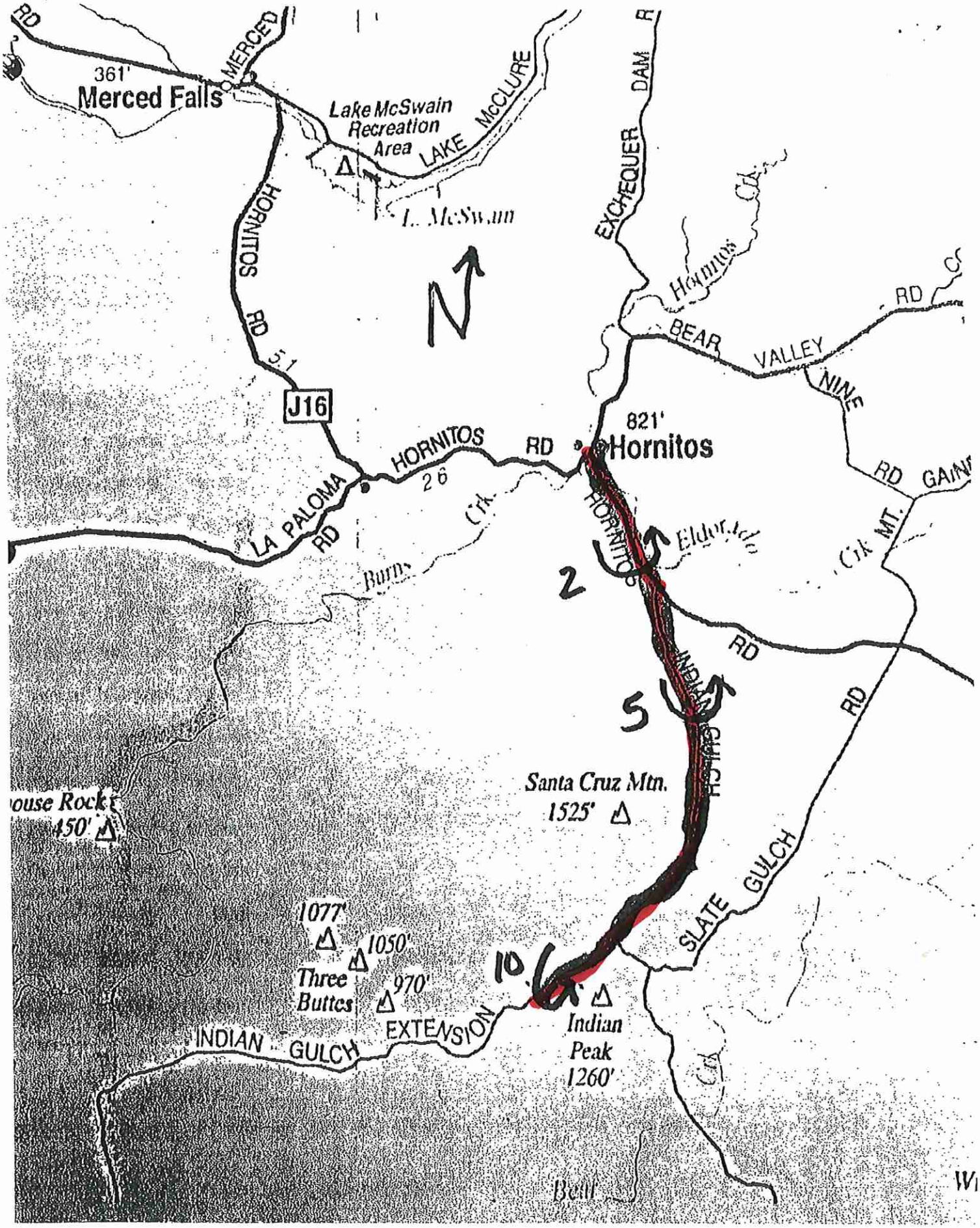
1. Our Application for Encroachment Permit
2. Certificates of Liability Insurance
3. Certificate of Additional Insurance
4. A map of the course that we use each year. The race starts and finishes on High Street. The run starts on High Street then turns south onto Hornitos Road. The two mile event turns around on Hornitos Road. The five and ten mile races continue onto Indian Gulch Road. The turnarounds are shown on the map. For safety, there will be "Runners on the Road" signs on Hornitos Road on each side of High Street and on each side of Indian Gulch Road. There will also be two course monitors at each intersection. There will also be a Runners on the Road sign on Indian gulch Road prior to the 10 mile turnaround. Additionally, there will be a water station at both the 5 mile and 10 mile turnarounds.
5. A copy of our race entry form. Most participants use our online registration through **Runsignup.com**

Thanking you in advance for consideration of waving the Encroachment Permit fees.

Sincerely,

Pete Bothwell, (209) 347-0636

Wynona Parry, (530) 717-7461



RD
361'
Merced Falls
MERCED
Lake McSwain
Recreation
Area
LAKE McCLURE
L. McSwain
HORNITOS
RD
5.1
J16
EXCHEQUER
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Hornitos
Crk.
BEAR
VALLEY
RD
NINE
821'
Hornitos
HORNITOS
RD
2.6
LA PALOMA
RD
Crk.
Burns
HORNITOS
Eldorado
Crk
MT.
RD
GAIN
2
RD
5
INDIAN
GULCH
RD
Santa Cruz Mtn.
1525'
ouse Rock
450'
SLATE
GULCH
1077'
1050'
Three
Buttes
970'
10
Indian
Peak
1260'
INDIAN
GULCH
EXTENSION
Bear

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Liz Painter
Insurance Management Group	**PHONE (A/C, No, Ext):** (260) 338-2434 **FAX (A/C, No):** (765) 664-0761
12730 Coldwater Rd Ste 103	**E-MAIL ADDRESS:** lpainter@insmgt.com
Fort Wayne IN 46845	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A:** Granite State Insurance Company 23809
Road Runners Club of America/2024 and Its Member Clubs	**INSURER B:** National Union Fire Insurance Company of Pittsburgh, PA 19445
1501 Langston Boulevard, Suite 140	**INSURER C:**
Arlington VA 22209	**INSURER D:**
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2024 $1M Club Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Legal Liability to [ ] Participant $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per Event Basis			AIL0003450335100	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse and Molestation	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 1,000,000 $ 500,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AIL0003450335100	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Excess Medical & Accident ($250 Deductible/Claim)			AID0003450336800	12/31/2023	12/31/2024	Excess Medical AD & Specific Loss	$10,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2024 RRCA Club Member
Processed by RMV

CERTIFICATE HOLDER

Merced Running Club
PO Box 3710
Merced CA 95344-3710

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry R. Dilles

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-69

MEETING:	February 20, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Director to Waive the Encroachment Permit fee of $206 and Road Closure of 9th & 10th Streets Between Jones & Bullion Streets for the Art, Wine, & Wheel Festival on the Courthouse Lawn May 25, 2024, from 11:00am to 5:00pm

---

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Permit fee of $206 and Road Closure of 9th & 10th Streets Between Jones & Bullion Streets for the Art, Wine, & Wheel Festival on the Courthouse Lawn May 25, 2024, from 11:00am to 5:00pm.

This is an annual fundraising event for the Mariposa Yosemite Rotary Club.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has supported this event for many years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fee could cause a hardship for the club.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Encroachment Ap 24**
2. **Letterto BOS24**
3. **Flyer24**
4. **Insurance24**
5. **Map24**
6. **Assemblage Permit24**
7. **Road Closure Map**
8. **Letter from CHP regarding the Art, Wine & Wheels Festival 2-9-24**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: January 11, 2024 Building Permit #: _____

APPLICANT: Rotary Club of Mariposa Yosemite/ John McCamman

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) 9th and 10th Streets adjacent to the Courthouse AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1.
- ☐ DRIVEWAY
- ☐ ROAD CROSSING (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
- ☑ SPECIAL EVENT (EXPLAIN BELOW) DATE OF EVENT May 25, 2024
- ☐ OTHER (EXPLAIN BELOW)

18th Annual Art, Wine & Wheels, a county-sponsored community event

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: 5088 Bullion Street, Mariposa CA 95338

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____ OWNERS NAME: _____

DATE ISSUED: _____ PRINTED NAME OF APPLICANT: John McCamman on behalf of Rotary

PHONE NUMBER: 209 742-6320 SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: 5535 Randack Lane

Mariposa CA 95338

Rotary Club of Mariposa Yosemite 17th Annual Art, Wine & Wheels (Event May 25, 2024)

January 11, 2024

Mariposa County Board of Supervisors
VIA: Public Works Department
Encroachment Permit application
County-sponsored event

SUBJECT: Rotary Club of Mariposa Yosemite Art, Wine & Wheels Event

The Rotary Club of Mariposa Yosemite is proud to sponsor the 18th Annual Art, Wine & Wheels event scheduled for Saturday, May 25, 2024 from 11 a.m. until 5 p.m. on the courthouse lawn. This event encroaches on 9th and 10th streets adjacent to the courthouse, and an encroachment permit has been applied for. This item requests the waiver of the encroachment permit fee and for the waiver of the County's duplicative insurance requirements. In addition, any Environmental Health fee is requested for waiver. Attached are a prior year layout plan, Rotary insurance certificate with the County named as additionally insured and encroachment permit application.

The Board of Supervisors has approved the use of the courthouse lawn and 9th and 10th streets adjacent to the courthouse in prior years and in 2022 determined that the Art, Wine & Wheels event would be a county-sponsored event, and waived insurance and permit fees at that time.

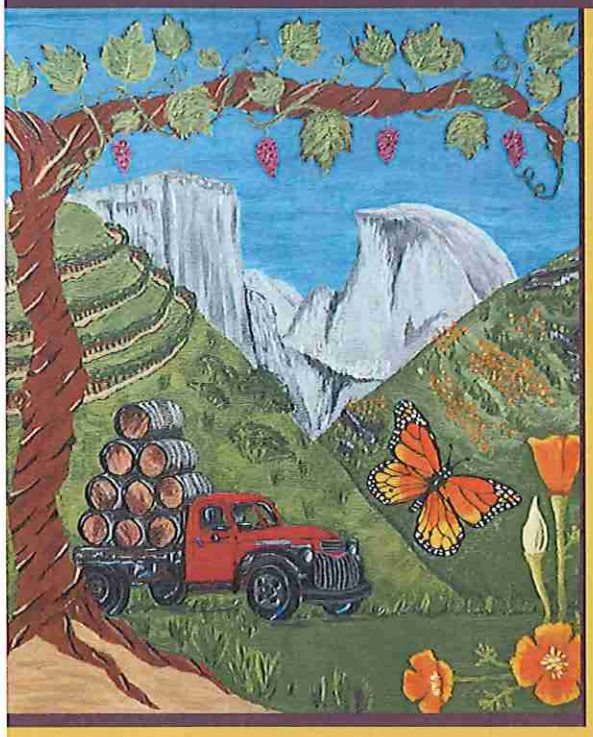
Proceeds of the event are used by the local Rotary Club to provide scholarships, grants and other awards for community activities, in support of the schools, and to provide funds for disaster relief. Any funds which would be paid to the County for permits or insurance would result in a decrease in funds available for these important community costs.

We look forward to working with the various county departments to organize and conduct this event. Environmental health and any other required permits will be processed as the event draws closer.

.

John McCamman
Co-Chair, Art, Wine & Wheels Committee
(209) 742-6320

SAVE THE DATE



ROTARY CLUB
OF MARIPOSA
YOSEMITE

18th Annual Art, Wine & Wheel Festival

SATURDAY, MAY 25, 2024 11:00 AM - 5:00 PM
MARIPOSA COUNTY COURTHOUSE LAWN
5088 BULLION ST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Gallagher Service Center	
Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	PHONE (A/C, No, Ext): 1-833-3ROTARY	FAX (A/C, No): 630-285-4062
	E-MAIL ADDRESS: rotary@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westchester Surplus Lines Insurance Company	10172
INSURED All Active US Rotary Clubs & Districts Mariposa Yosemite Rotary Club ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 899307648 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			G73578917 002	7/1/2023	7/1/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$
	X Liquor Liability Included						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			G73578917 002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Mariposa County Public Works
Parks and Recreation Division
Mariposa County Court
Mariposa Yosemite Club 589/District 5220
Art, Wine, and Wheels — May 25, 2024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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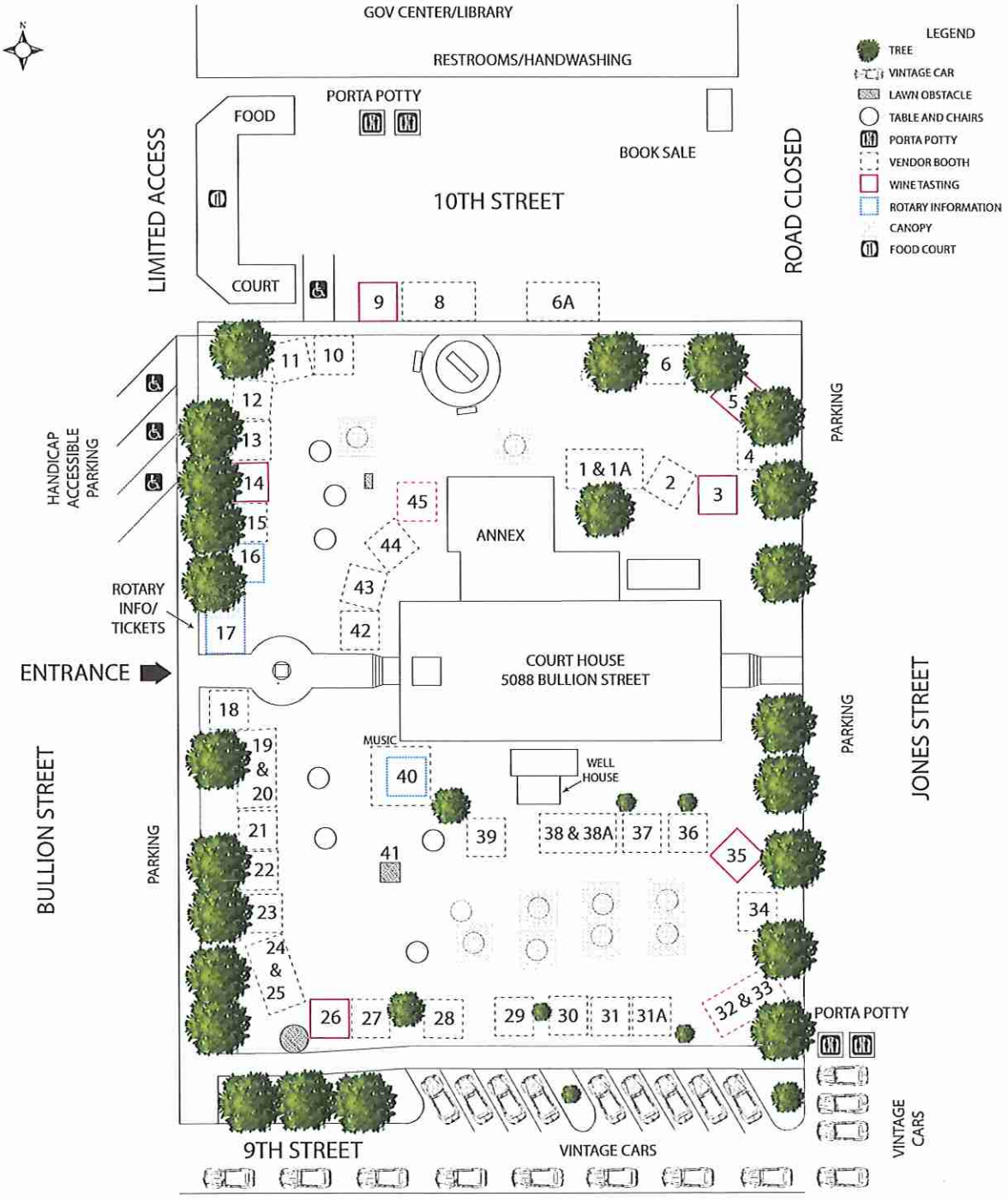
Welcome to Art, Wine & Wheels!

Brought to you by the Rotary Club of Mariposa Yosemite



VENDOR BOOTH LIST

Booth Number	Vendor
1-1A	Jensen Studios
2	Eric Edner Glass
3	Wine Tasting
4	Sierra Sown
5	Wine Tasting
6	The Beaded Artists
8	John C. Fremont Hospital
9	Wine Tasting
10	Leatherworks Unlimited/Truly Treasured Design
11	Yosemite Flower Farm
12	Sierra Artists Gallery
13	Hands-On Community Art
14	Wine Tasting - Mt. Bullion/Silver Fox
15	Sally Skogen Photography

Booth Number	Vendor
16	Rotary Booth
17	Rotary Ticket Sales
18	California Highway Patrol
19 - 20	Yosemite Sierra Artists
21	Gina Mims Art
22	Made in Mariposa
23	Sierra Barrel Works
24 - 25	Photo Op
26	Wine Tasting
27	JJ Woodworks
28	Chris Obers & Veronica Gross
29	Wild Fire Ranch
30	Artsoujourneys
31	JeanMayButterfield, Inc.

Booth Number	Vendor
31A	The Old Man's Hot Dog Stand
32 - 33	1850
34	Jenni B Silks
35	Wine Tasting
36	Jack's Toybox
37	Reva Colliver
38 - 38A	Bootjack Clay Shack
39	Two Trees Tie Die
40	Blue Skies Trio
41	Artesanos Mariposa
42	Rosalie Thurston - Featured Artist
43	Enchanted Cielo
44	Italian Creek Designs
45	Sierra Cider

Art, Wine, & Wheels Festival

APPLICATION FOR PUBLIC ASSEMBLAGE PERMIT

Pursuant to Mariposa County
Code Chapter 8.28

TO: Mariposa County Sheriff's Department

APPLICATION DATE: 1/31/2024

SCHEDULED DATE OF EVENT: May 25, 2024 TIME: 11-5

EXACT LOCATION OF EACH ACTIVITY: Courthouse Lawn & 9th & 10th St. Adjacent to Courthouse

NUMBER OF PEOPLE ATTENDING: (Reasonable estimate): 800 +/-

BRIEF DESCRIPTION OF PLANNED ACTIVITY: (Include number and type of performance, events, names of well-known performers or public figures which would affect crowd size.)

18th Annual ART, Wine & Wheels event. Car Show, Art Show, wine TASTing & Food Court

Sponsored By Rotary Club of Mariposa Yosemite

WILL FOOD, BEVERAGES, OR ALCOHOLIC BEVERAGES BE SOLD, PROVIDED, OR CONSUMED? yes

IF YES, PLEASE GIVE DETAILS. Food Court on 10th Street; wine & Beer on Courthouse Lawn

PLEASE LIST MODE, EXTENT, AND NATURE OF ADVERTISING: posters, social media & Newspaper Advertisements Banners throughout County.

PLEASE LIST NAMES, ADDRESSES, AND PHONE NUMBERS FOR ALL PEOPLE RESPONSIBLE OR IN CHARGE OF THE ACTIVITY, SPECIFYING PERSON TO BE CONTACTED FOR THE PURPOSE OF THE APPLICATION:

1. John McCutchan, 5535 Randall Lane, 2097426320 (contact)
2. Randy Brower 209 966-4084 or 209 761-1240
3.
4.
5.
6.

If more space is needed, please attach on separate page.

PLEASE LIST ALL ARRANGEMENTS MADE TO PROVIDE THE PUBLIC HEALTH, SAFETY AND WELFARE REQUIREMENTS AS REQUIRED UNDER MARIPOSA COUNTY CODE 8.28.034.

Fire Safety: Food Trucks / Any cooking needs Extinguishers

Sanitation Facilities: Port A potties around Courthouse, Library Restrooms

Police Protection: Courthouse Bailiff on site; Hwy Patrol on-site

Zoning & Land Use: Encroachment permit

Parking & Traffic Control: By Rotary members

Emergency Medical Services: JC Fremont Paramedics on site

Insurance/bond; Rotary insurance; county named as additionally insured

ABC License number (if applicable): TBD

COPIES TO BE SENT OR TAKEN TO THE FOLLOWING AGENCIES FOR SIGNATURE AND APPROVAL OR DISAPPROVAL: (Must be returned to Sheriff's Office within 10 days.)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire	CJBA	X	X		1/31/24
Health Dept.		X	X		1/31/2024
Hospital		✓			1/31/2024
Planning		X			1/31/24
CHP		✓			2.1.24
*Sheriff		✓			2.6.24
Other: Parks + Rec		X	X		1/31/24

ANY AGENCY LISTING DISAPPROVAL, PLEASE CITE REASONS FOR DISAPPROVAL: _____

ANY AGENCY LISTING CONDITIONS, PLEASE ATTACH CONDITIONS FOR APPROVAL TO THIS APPLICATION.

*Submit to Sheriff's Office for final approval

John W McCamman

APPLICANT

5535 Ranch Lane, Mariposa, CA

ADDRESS

209 742-6320 / 916 991-5600 (cell)

PHONE NUMBER

Art, Wine & Wheels
road closures
Legend
road closure
Bullion St
10th St
road closure
10th St
road closure
Jones St
10th St
Bullion St
9th St
road closure
road closure
Bullion St
Jones St
Google Earth
Image © 2024 Airbus
N
200 ft

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa Area
5264 Highway 49 North
P.O. Box 217
Mariposa, CA 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

RECEIVED
FEB 09 2024
BOARD OF SUPERVISORS

February 1, 2024

File No.: 455.15326.A16737.Art,Wine&WheelsFestival

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the Art, Wine & Wheels festival. This event is scheduled for May 25, 2024. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees, to prevent event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL II, Lieutenant
Commander
Mariposa Area

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-70

MEETING:	February 20, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206 for the 75th Annual Hornitos Enchilada Dinner to be Held at the Stagg Hall on March 2, 2024, from 3:00pm to 8:00pm

---

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206 for the 75th Annual Hornitos Enchilada Dinner to be Held at the Stagg Hall on March 2, 2024, from 3:00pm to 8:00pm.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the 75th Annual Hornitos Enchilada Dinner which is organized and sponsored by the Hornitos Patrons Club, a non-profit group serving the community of Hornitos and Mariposa County. The Board has waived the fee for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, it may cause a hardship on the sponsors.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Encroachment Permit24**
2. **Flyer 24**
3. **Insurance24**
4. **Letter for BOS24**
5. **Letter from CHP regarding the Annual Enchilada Dinner 2-14-24**
6. **Assemblage Permit24**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 2-1-2024 Building Permit #: _____

APPLICANT: HORNITOS PATRONS CLUB

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) HORNITOS PLAZA AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1.
- ☐ DRIVEWAY
- ☐ ROAD CROSSING (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
- ☒ SPECIAL EVENT (EXPLAIN BELOW) DATE OF EVENT_____
- ☐ OTHER (EXPLAIN BELOW)

75TH ANNUAL HORNITOS ENCHILADA DINNER
MARCH 2, 2024

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: _____

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

DATE ISSUED: _____

PHONE NUMBER: 209 382-7062

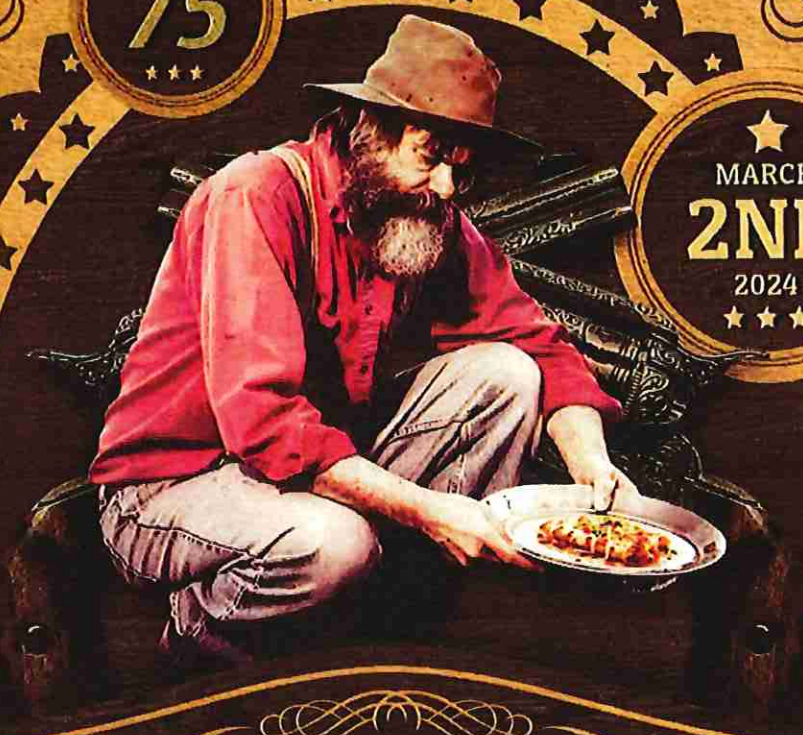
OWNERS NAME: HORNITOS PATRONS CLUB

PRINTED NAME OF APPLICANT: Mary Ann Visher

SIGNATURE OF APPLICANT: Mary Ann Visher

MAILING ADDRESS: P.O. Box 341
HORNITOS CA 95325

75



MARCH
2ND
2024

HORNITOS 75TH ANNUAL
ENCHILADA
DINNER & CELEBRATION

STAG HALL - $20 ADULT - $9 CHILD - 3-8PM

DINE IN OR TAKE OUT - RAIN OR SHINE -LOCAL CRAFT VENDORS - ENTERTAINMENT
MENU: CHOICE OF 2 ENCHILADAS OR CHICKEN PIE, BEANS, SALSA, GARLIC BREAD, COLESLAW, SHERBET CUP, COFFEE AND PUNCH.
ENTERTAINMENT AT 4PM & 6PM - HACIENDA VALENCIA - MARIACHI ORO CALIFORNIA MARIACHI BAND - UC MERCED DANCERS (BALLET FOLKLORICO CIELO Y MAR)

HORNITOS PATRONS CLUB IS A NON-PROFIT GROUP SERVING HORNITOS AND MARIPOSA COUNTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CL Central
Barlocker Insurance Agency, Inc. License #0580438 1164 Olivewood Dr. Merced CA 95348	PHONE (A/C, No, Ext): (209)383-0220 FAX (A/C, No): (209)383-5124 E-MAIL ADDRESS: Broker
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Travelers Indemnity Company of Connecti — 25682
INSURED Hornitos Patrons Club P O Box 341 Maryanne Visher Hornitos CA 95325	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		660462R5278	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Damage to Rental Premises	$ 500,000 $ $ 5,000 $ 500,000 $ 1,000,000 $ 1,000,000 $ 300,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

re: Stag Hall, Hornitos Park, Hornitos Plaza and High Street

County of Mariposa is named as Additional Insured with repects to General Liability per endorsements CGD411(04-08). Insurance is Primary Non-Contributory

CERTIFICATE HOLDER

jbaker@mariposacounty.org; ki

County of Mariposa
5100 Bullion St
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Eddie Scherf

From: Delores Ortiz <delores48@outlook.com>
Sent: Sunday, February 04, 2024 12:57 PM
To: Eddie Scherf; Shaun Quinn; Mary Ann Visher
Subject: Encroachment Permit

You don't often get email from delores48@outlook.com. Learn why this is important

The Hornitos Patrons Club is requesting a fee waiver for an encroachment permit for the Hornitos Town Plaza on March 2, 2024.

The HPC is holding its Annual Enchilada Dinner on Saturday, March 2, 2024. We use the Plaza for our entertainers, and many visitors choose to eat in Hornitos Park. This event brings in many people (over 1800 some years) to the town of Hornitos.

Thank you for your prompt consideration of this request.

MaryAnn Visher, HPC Enchilada Dinner Committee Chairman

Sent from Mail for Windows 10

Delores J. Cabezut-Ortiz

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa Area
5264 Highway 49 North
P.O. Box 217
Mariposa, CA 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

BOARD OF SUPERVISORS
FEB 14 2024
RECEIVED

February 6, 2024

File No.: 455.15326.A16737.75th Annual Enchilada Dinner

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the 75th Annual Enchilada Dinner. This event is scheduled for March 2, 2024, from 3:00pm-8:00pm. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees, to prevent event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL, Lieutenant
Mariposa Area

Enchilada Dinner

Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: JANUARY 31, 2024

Scheduled Date of Event: March 2, 2024 Time: 3p.m. - 8 p.m.

Exact Location of Each Activity: 2884 Bear Valley Road HORNITOS CA 95325

Number Of People Attending, (Reasonable Estimate): 600 - 800 APPROXIMATELY

Brief Description of Planned Activity: (Include Number and Type of Performance, Events, Names of well-known performers or public figures which would affect crowd size.)

ENTERTAINEMENT AT 4 P.M - 6 PM HACIENDA VALENCIA HORSE PREFORMERS, - MARIACHI ORO CALIFORNIA MARIACHI BAND - UC MERCED DANCERS (BALLET FOLKLORICO CIELO Y MAR) 75th HORNITOS ANNUAL ENCHILADA DINNER & CELEBRATION!

Will Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? NO

If Yes, Please Give Details. _____

Please List Mode, Extent, And Nature of Advertising: LOCAL PAPERS, SAN JOAQUIN VALLEY PAPERS, RADIO, TV

Please list Names, Addresses, and Phone Numbers for all people responsible or in charge of the activity, specifying person to be contacted for the purpose of the application:

1. SHAUN QUINN, P.O. Box 387, HORNITOS CA 95325 209 988-8937
2. CONNIE PEARCE, HORNITOS RD, CATHEY'S VALLEY CA 95306 209 947-7534
3. MARY ANN VISHER, P.O. BOX 388, HORNITOS CA 95325 209 382-7062
4. TRICIA SCROGGINS, P.O. BOX 1037, MARIPOSA, CA 95338 209 966-7740
5. _____
6. _____

If more space is needed, please attach on a separate page.

Please list all Arrangements made to provide the public health, safety and welfare requirements as required under Mariposa County Code 8.28.034

Fire Safety: Mariposa County FIRE

Sanitation Facilities: " " PUBLIC WORKS

Police Protection: Mariposa County Sheriff Ofc.

Zoning & Land Use: " " Planning Dept

Parking & Traffic Control: California Highway PATROL

Emergency Medical Services: John C. Fremont HOSPITAL

Insurance/Bond: Barlockers INSURANCE

ABC License number (If applicable): -

Copies to be sent or taken to the following agencies for signatures and approval or disapproval:

(Must be returned to Sheriff's Office within 10 days)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire		✓			2/1/24
Health Dept.		✓	yes		2/1/24
Hospital		✓			2/1/24
Planning		✓			2/1/24
CHP		✓			2/12/24
Sheriff		✓			2-13-24
Other: P.W.		✓			

Any Agency listing disapproval, please cite reasons for disapproval: _____

Any agency listing conditions, please attach conditions for approval to this application.

Submit to Sheriff's Office for Final Approval.

Application: HORNITOS PATRONS Club

Address: P.O. Box 388, HORNITOS CA 95325

Phone Number: 209 382-7062 Res
209 316-1511 cell #.

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2024-003

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Eric Sergienko, County Health Officer

RE: Accept Grant Award from the California Air Resources Board (CARB) in the Amount of $8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions; and Authorize the Air Pollution Control Officer to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Accept a Grant Award from the California Air Resources Board (CARB) in the Amount of $8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions; and authorize the Air Pollution Officer to sign the Grant Agreement.

Accept the G22-EIDG-14 grant from the California Air Resources Board (CARB) in order to review, update, and submit to CARB criteria and toxic pollutant emissions data for calendar year 2022 for stationary sources within the jurisdiction of the Mariposa County Air Pollution Control District. This will allow the District to populate the California Emissions Inventory Data Analysis and Reporting System (CEIDARS) with data from Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS

CARB administers the Emissions Inventory Database Grant (EIDG) to fund local air pollution control districts to conduct an inventory of stationary sources of criteria pollutant emissions and toxic air contaminants. This is the sixth round of grant funding for this specific grant. The Mariposa Air Pollution Control District has participated in at least two previous rounds. The specific emissions and contaminants include; Particulate Matter (PM10 and PM2.5), Ozone (O3). Nitrogen Oxides (NOX), Sulfur Oxides (SOX), Carbon Monoxide (CO), and Lead. Results from the District will be reported to CARB and used to populate the CEIDARS database. The database will be used to model the impacts of the pollutants and toxins and possible control measures to mitigate health hazards.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not accepting the funds will mean that an inventory of stationary sources and their pollutants will not be conducted and hazards associated with them not assessed.

FINANCIAL IMPACT

This will have no impact on the General Fund. A budget action item will follow.

ATTACHMENTS

1. **G22-EIDG-14 Coversheet for Amendment Mariposa UPDATED**
2. **G22-EIDG-14 Grant Provisions_New_Mariposa**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G22-EIDG-14

NAME OF GRANT PROGRAM	
AB 197 Emission Inventory District Grant	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $8,583.00
START DATE: June 30, 2023	END DATE: May 30, 2024

This legally binding Grant Agreement, including this cover sheet and Amended Grant Agreement attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Agreement Provisions
Exhibit B – Attachment 1 – General Terms and Conditions
Exhibit B – Attachment 2 – Budget Summary
Exhibit B – Attachment 3 – Project Disbursement Schedule
Exhibit B – Attachment 4 – Project Schedule

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board			
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) P.O. Box 5, Mariposa, California 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY	
$8,583.00	3510000D32	N/A	N/A	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE			FUND NO.
$0	Cost of Implementation Account			3237
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)		CHAPTER	STATUTE
$8,583.00			43	SB154

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
001	5432000	39007100	46504	2022-2023

EXHIBIT A

Grant Agreement Provisions

A. The parties agree to comply with the requirements and conditions contained herein.

B. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Quality Assurance Review of Point Source Emissions Data

Grant Funding Amount: **$ 8,583.00**

C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Mariposa County Air Pollution Control District (hereinafter referred to as Grantee).

2. The CARB Project Liaison is Kevin Eslinger. Correspondence regarding this project must be directed to:

   Kevin Eslinger
   California Air Resources Board
   Air Quality Planning and Science Division
   P.O. Box 2815
   Sacramento, California 95812
   Phone: (279) 208-7783
   Email: Kevin.Eslinger@arb.ca.gov

3. The Grantee Liaison is Eric Sergienko. Correspondence regarding this project must be directed to:

   Eric Sergienko
   APCO
   Mariposa County Air Pollution Control District
   P.O. Box 5
   Mariposa, California 95338
   Phone: (209) 742-1368/404-801-6769
   Email: esergienko@mariposacounty.org

D. DISTRICT GOVERNING BOARD APPROVAL

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the

Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Project Liaison on or before August 31, 2023.

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.

2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to the CARB Project Liaison no later than March 1, 2024.

3. The Final Report and the final Grant Disbursement Request must be received by CARB within thirty (30) days of project completion but no later than May 1, 2024.

4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2023, forty (40) percent of the project scope of work has not been completed by the Grantee. In the event of such termination, Section G. Fiscal Administration, 3. Suspension of Payments and Early Grant Termination of this agreement shall apply.

5. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

F. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement. In sum, the Grantee shall review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database. If additional funding becomes available, this Grant Agreement may be amended in subsequent years to provide additional funding to the Grantee to improve the future data loaded into the CEIDARS database.

1. CARB is responsible for the following:

a. Participating in a project kick-off meeting or conference call and ongoing coordination with the Grantee to discuss project activities and guide project implementation;

b. Reviewing and approving elements developed by the Grantee for implementation of the project, such as Progress and Final Reports;

c. Reviewing and approving the Grant Disbursement Request Forms and distributing funds to the Grantee in accordance with Exhibit B, Attachment 3 Project Disbursement Schedule if the milestones have been met;

d. Providing project oversight and accountability (in conjunction with the Grantee); and

e. Ensuring compliance with the applicable requirements of this Grant Agreement.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

a. Conducting a project kick-off meeting or conference call and maintaining ongoing project coordination with the CARB Project Liaison;

b. Reviewing, updating, and submitting to CARB quality assured criteria and toxic pollutant emissions data for calendar year 2022 for stationary sources of criteria pollutant emissions and toxic air contaminants under the Grantee's jurisdiction;

c. Overseeing the project budget and funds; and

d. Submitting a draft Final Report, Grant Disbursement Requests, and a Final Report to CARB.

3. Project Development and Implementation

The Grantee's Scope of Work includes the following tasks and project elements:

a. Review and update the district facilities[1] in CARB's 2022 CEIDARS emission inventory database that have been rolled over from prior inventory years. The Grantee should make a determination whether any facilities in their jurisdiction should be added to the database and report the required information per Section F.3.b below, giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities). In addition, the Grantee will work with CARB's emission inventory staff to remove closed facilities from the CEIDARS 2022

[1] For purposes of this Grant Agreement, "facility" means a stationary source within the Grantee's jurisdiction that is a reportable source of criteria pollutant or toxic air contaminant emissions.

facility tables.

b. Review and, to the extent that the Grantee has the necessary data, update the following CEIDARS tables for each facility in operation in 2022:

   i. FACILITY tables (FAC) – The Grantee must review and update the name, address, geospatial coordinates and, to the extent available, other basic information for each emitting facility in CEIDARS.

   ii. Criteria and toxics EMISSION tables (EMS and TEMS) – These tables contain the actual emissions for each emitting process. For each pollutant emitted, the Grantee must review and, if data are available, update information on the amounts emitted annually.

c. Reporting Applicability.

   The Grantee must report into CEIDARS annual criteria pollutant emissions for all facilities that emit 10 tons/year or more of any of the criteria pollutants listed in section F.3.d below. In addition, the Grantee must report annual toxic pollutant emissions data collected under the Grantee's AB 2588 Air Toxics Hots Spots Information and Assessment Act program in accordance with the "*Air Toxics Hot Spots Emission Inventory Criteria and Guidelines"* (located at https://www.arb.ca.gov/ab2588/2588guid.htm).

d. Pollutants to be Reported.

   When updating the CEIDARS emissions tables described in Section F.3.b above, the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and ammonia (NH3). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM10 and/or PM2.5; however, if these three pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also report emissions of toxics pollutants that are listed in Appendix A-I (located at https://www.arb.ca.gov/ab2588/final/a1.pdf), in accordance with Section VIII.E of the "*Air Toxics Hot Spots Emission Inventory Criteria and Guidelines".*

4. Project Kick-off and Ongoing Coordination

Before initiating work on the project, a one-time kick-off meeting or conference call will be held between the Grantee and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work. Ongoing Grantee coordination and review meetings with the

CARB Project Liaison to discuss project status will be held as needed. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. These meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

5. Progress Reports

The Grantee must submit a Progress Report to CARB by December 1, 2023, providing a summary of the work completed. Alternately, if all the tasks identified in the Scope of Work have been completed, the Grantee may submit a Draft Final Report.

Progress Reports may be submitted electronically and, at a minimum, must include:

a. Title of project, name of Grantee, and Grant number;

b. Summary of work completed and in progress, noting progress toward completion of tasks and milestones identified in the work plan;

c. Identified problems or concerns and proposed solutions, if applicable;

If the Grantee is requesting a grant disbursement, the Progress Report must also include:

d. Accounting summary of Grant funds expended; and

e. Itemized invoice showing all costs for which reimbursement is being requested.

6. Final Report

The Grantee must submit a Draft Final Report by March 1, 2024, providing a summary of any additional work conducted after the Progress Report. If CARB staff determine that revisions are necessary, the Grantee must submit a Final Report by May 1, 2024. At a minimum, the Final Report must include the following:

a. Title of project, name of Grantee, and Grant number;

b. Accounting summary of Grant funds expended;

c. Summary of work completed; and

d. Narrative of how the milestones have been met.

7. Grant Disbursement Requests

Upon completion of all the tasks identified in the Scope of Work, the Grantee may submit a Grant Disbursement Request using the AB 197 Grant Disbursement Request Form. Disbursement Requests must be accompanied by a Progress Report or Final Report.

G. FISCAL ADMINISTRATION

1. Budget

a. The maximum amount of this Grant is up to **$ 8,583.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

b. The budget for this project is shown in Exhibit B, Attachment 2. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.

c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project.

2. Grant Disbursements

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms documenting completion of project milestones.

a. The Grantee must submit original signed Grant Disbursement Requests via mail to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report, Draft Final Report, and/or Final Report. Grant payments are subject to CARB's approval of the Progress Report or Draft Final Report or Final Report and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specification has not been provided, claimed expenses are not documented, not valid per the budget, not reasonable, or the Grantee has not met other terms of the Grant Agreement.

b. The Division Chief of the Air Quality Planning and Science Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Air

Quality Planning and Science Division or designee of CARB, are not reasonable or do not comply with the Grant Agreement. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administrative and project funds identified in Exhibit B, Attachment 3, necessary to assure the goals of the project are met.

c. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.

d. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code section 927, et. seq.

3. Suspension of Payments and Grant Agreement Termination

a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section H of these provisions.

c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Exhibit B, Attachment 1 – General Grant Provisions.

4. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

5. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's

personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[2]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

a. The Grantee must maintain documentation of all project administration funds, including the following:

   i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;

   ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

   iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

   iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

   v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.

b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after completion of the Grant Agreement.

H. PROJECT MONITORING

1. Meetings with CARB

a. Project kick-off: A one-time kick-off meeting or conference call will be held between the Grantee's key project personnel and CARB project

[2] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work.

b. Ongoing coordination and review meetings: Ongoing Grantee coordination and review conference calls or meetings with the CARB Project Liaison to discuss project status will be held on an as needed basis.

c. Site visits: Site visits may be established by the CARB Project Liaison during the term of this Grant Agreement.

2. Technical Monitoring

a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.

c. In addition to the Draft Final and Final Reports, the Grantee must provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

I. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in the Draft Final Report submitted to CARB. A Final Report must be submitted after all project funds have been expended.

J. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or

a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.

4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

Exhibit B, Attachment I

General Terms and Conditions:

1. **Use of Terms:** A subgrant or subaward is a grant or award provided by the Grantee pursuant to this Grant Agreement to a "subawardee" or "subgrantee" that is used to support a project that the subawardee or subgrantee carries out in support of their own program. The subawardee or subgrantee has responsibility for programmatic decision-making and does not make a "profit" or otherwise receive reimbursement in excess of its actual costs. In contrast, Grantee hires a "contractor" or "vendor" under a procurement contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A contractor or vendor does not make programmatic decisions but simply provides the goods and services to the Grantee in the same manner they do with other customers. Subawardee, subgrantee, contractor, and vendor are collectively referred to herein as "Recipient".

2. **Additional Remedies:**

   a. Without limiting any of the parties' other remedies, and subject to Section 15 – Disputes below, in the event that CARB determines that recouping some or all of the grant funds is necessary due to material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to return some or all of the grant funds, as requested by CARB, which shall not be greater than the amount of grant funds disbursed to Grantee which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.

   b. Grantee understands, acknowledges and agrees that Grantee's failure to comply in whole or in part with any material term or condition of this Grant Agreement is, in each instance, a material breach of the Grant Agreement. The parties agree that there may be certain material breaches that will result in undue hardship and damages to the State of California and CARB, some or all of which is impossible to easily calculate. Grantee understands, acknowledges and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for any additional time period required by law or this Grant Agreement (e.g., required records retention periods).

   c. Subject to Section 15 – Disputes below, in the event that CARB determines recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation,

fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to take all reasonable and timely efforts to require said Recipient, within sixty (60) days of written notification from CARB, to return some or all of the grant funds, as requested by CARB, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds.

d. The Parties agree that quantifying the losses arising from a material breach by a Recipient may be inherently difficult insofar as the breach may cause CARB and the State of California irreparable, serious or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the amount in subsection 2.c. above of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

e. The rights and obligations stated in this Grant Agreement shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.

f. CARB reserves the right to prohibit any Grantee or Recipient from participating in existing or future CARB programs, projects or grants due to its non-compliance with any applicable term or condition of this Grant Agreement or due to misinformation, misrepresentation, fraud, misuse of funds as it relates to this Grant Agreement or as otherwise allowed by any law.

g. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known breach of agreement, fraud, misrepresentations, abuse of discretion or misuse of Grant funds by a Recipient.

h. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of the Grant Agreement and each agreement funded by this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims (including for recapture of Grant Funds) as determined reasonably necessary by CARB or its representative, in consultation with Grantee.

i. Alternative Enforcement. The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power or prosecuting any violation of law.

3. **Additional Required Terms for Recipient Agreements Funded by this Grant:** All written agreements and amendments executed after the effective date of this Grant Agreement, including but not limited to subawards, subgrants, and procurement contracts, entered into by and between Grantee and a Recipient using or applying Grant Funds (in whole or in part) to fulfill or perform any provision of this Grant Agreement shall also contain the following language (or similar language with the same meaning and intent) listed below to the extent applicable or feasible as determined by Grantee.

    a. Conflict of interest. Recipient certifies, represents and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Recipient's agreement. Recipient further certifies, represents and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in the agreement with Grantee. The Recipient acknowledges, understands and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

    b. Cooperation with Audits. Recipient shall cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, state or federal air quality laws, or compliance with the Grant Agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

    c. Payment (Recapture) on Demand. Recipient shall, upon notification by the Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment or a violation of or failure to comply with the agreement remit to the Grantee or its authorized representative the requested amount within 60 days from the date of issuance of said notice.

    d. Third Party Beneficiary. The Recipient acknowledges, accepts and agrees that the State of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to the agreement.

    e. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made therein are true and correct, with full knowledge that all statements and responses are subject

to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, the Recipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Recipient certifies, represents and warrants that the individual signing on its behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in the agreement, as applicable.

f. Compliance with Air Quality Laws. Recipient understands, acknowledges and agrees that compliance with all applicable federal, state and local air quality rules, regulations and statutes is a precondition to the receipt or use of Grant funds and is a continuing obligation during the term of the agreement and for any other period required by federal or state law.

g. If either the Grantee or the state of California determines, within its or their sole and absolute discretion, that recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of the agreement in a material way, then Recipient, upon demand, shall pay to Grantee or the state of California as recaptured funds or liquidated damages, some or all grant funds, as requested by the state of California, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds. The Recipient agrees that quantifying the losses arising from a breach may be inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the recaptured funds or liquidated damages have been computed, estimated and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

h. Nothing stated herein above in any way limits, prevents or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, subawardees, subgrantees, or any third parties.

i. Survival. Recipient acknowledges, agrees and accepts that those sections and provisions pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, and confidentiality, shall survive the termination, cancellation or expiration of the agreement.

j. All Recipient agreements must also contain, at a minimum, all of the following:

    i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.

    ii. A detailed budget and timeline.

    iii. Provisions that allow for administrative, contractual, or legal remedies in instances where Recipient violates or breaches the agreement terms, and provide for such sanctions and penalties as may be appropriate.

    iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

    v. A statement that assignments are prohibited without the advanced written consent of CARB and Grantee.

    vi. Language conforming to all provisions applicable to a subgrant or subaward of funds contained in this Grant Agreement.

4. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement or approved as required under the Grant Agreement is binding on any of the parties.

5. **Americans with Disabilities Act (ADA) and Accessibility:** Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its Recipients under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation

Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

6. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.

7. **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any Recipient that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.

8. **Audit:** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any agreement related to the performance of this Grant Agreement.

9. **Availability of funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.

10. **CARB as a Third Party Beneficiary:** Grantee represents, warrants and agrees that CARB is and shall remain a third party beneficiary to any and all written agreements entered into between Grantee and any and all third parties where such agreement(s) are to fulfill or are for performance of any of the terms or conditions of this Grant Agreement.

11. **Compliance with law, regulations, etc.:** The Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with and require Recipients to comply with all applicable federal, state, and local laws, rules, guidelines, regulations, statutes, and requirements.

12. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of

this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. **Confidentiality:** Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

14. **Conflict of interest** The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

15. **Disputes:** Prior to exercising any rights or remedies which may arise as a result of a breach of this Grant Agreement, or for any disagreements or conflicts arising from implementation of this Grant Agreement, the party alleging the breach, disagreement or conflict will provide the other party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. The Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such disputes arising from implementation of this Grant Agreement. However, any disputes that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.

16. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

17. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to

permit tracing of Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of law or this Grant Agreement. Unless otherwise prohibited by law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.

18. **Force majeure**: Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

    If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

19. **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

20. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to contractors, subcontractors, sub-awardees, suppliers, and providers of services. The Grantee and/or its contractors, subcontractors, sub-awardees, suppliers, and providers of services, as applicable, shall be responsible for any and all disputes arising out of its contract for work on a project funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any Recipient concerning responsibility for performance of work.

21. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and CARB and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance of this Grant Agreement by the Grantee.

22. **Independent contractor:** The Grantee, and its subgrantees, sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

23. **Insurance:** Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement.

    If Grantee is self-insured in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If, at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

24. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its Recipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its Recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and Recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with Recipients to perform work under this Grant Agreement.

25. **No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

26. **Office of Foreign Asset Control:** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting

for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions. Grantee shall notify CARB within 15 calendar days if it has or obtains knowledge that Grantee or any Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

In the event CARB determines that Grantee or a Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists, that shall be grounds for CARB, in its sole discretion, to terminate this Grant Agreement. CARB shall provide Grantee advance written notice of such termination.

27. **Ownership:** All information or data received or generated by the Grantee using Grant funds under this Grant Agreement shall become the property of CARB. Any release of information or data received or generated under this Grant Agreement shall comply with all applicable local, state and federal laws, including those laws pertaining to security, personally identifiable information and confidentiality.

28. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information, data, or records unless otherwise required by law, court order or subpoena.

29. **Prevailing wages and labor compliance:** The Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. The Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of Labor Code Section 1720-1861 are being met.

30. **Professionals:** The Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

31. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

32. **Survival:** Those sections pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, return or recapture of funds, and confidentiality, shall survive the termination, cancellation or expiration of this Grant Agreement.

33. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting these funds for Fiscal Year 2022-2023 by June 25, 2023.

34. **Termination:** CARB may terminate this Grant Agreement by written notice at any time upon violation by the Grantee of any material provision of this Grant Agreement or applicable law, after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement and applicable law within thirty (30) days of receipt of written notice from CARB, or such longer period as CARB may provide at its sole discretion. Within thirty (30) days of the effective date of termination of this Grant Agreement or such longer period as CARB may provide at its sole discretion, the Grantee shall turn over all remaining Grant funds and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant funds, the projects funded by the Grant funds and as otherwise required elsewhere in this Grant Agreement or as requested by CARB. For clarity, "remaining Grant funds" means the amount of Grant funds remaining after accounting for expenses incurred and agreements executed before receipt of the termination notice. "Remaining grant funds" may also include any liquidated damages or return, repayment, or recapture of Grant funds for Grantee's or a Recipient's material breach, as discussed above in Sections 2 and 3. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another entity selected by CARB.

35. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete all projects funded by this Grant Award and expenditure of funds to implement the work in an expeditious manner.

36. **Total Agreement:** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

37. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

38. **Disbursement Deadline:** The Fiscal Year 2022-2023 Emission Inventory District Grant Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2025. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2027, to ensure adequate time for processing prior to the end of the fiscal year. The Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

39. **Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant DisbursementRequest Form and contain all documentation required with the form.

40. **Liquidation and Return of Funds:** Funds not liquidated by June 30, 2027, must be returned by June 30, 2027. Expenditure of Grant Funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

41. **Order of precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

    a. Grant Agreement Cover Sheet
    b. Exhibit A – Grant Provisions
    c. Exhibit B – General Terms and Conditions
    d. Exhibit B, Attachment 1 – General Terms and Conditions
    e. Exhibit B, Attachment 2 – Budget Summary
    f. Exhibit B, Attachment 3 - Project Disbursement Schedule
    g. Exhibit B, Attachment 4 – Project Schedule

42. **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state

agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT B, ATTACHMENT 2

Budget Summary

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G22-EIDG-14

Project: Quality Assurance Review of Point Source Emissions Data

Total Costs & Funding

Costs	Grant
Total Project Funds	$ 8,583.00

EXHIBIT B, ATTACHMENT 3

Project Disbursement Schedule

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G22-EIDG-14

Project: Quality Assurance Review of Point Source Emissions Data

Milestone Description	Scheduled Payment of Grant Funds
Review and update facility information and emissions data for facilities that were in operation in 2022	$ 7,725.00 (90 percent)
Submittal of Final Report to CARB **(no later than May 1, 2024)**	$ 858.00 (10 percent)
Grant Agreement Total Funding Amount	**$ 8,583.00**

EXHIBIT B, Attachment 4

Project Schedule

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G22-EIDG-14

Project: Quality Assurance Review of Point Source Emissions Data

Work Task	Timeline
District Governing Board Approval	August 31, 2023
Grant Agreement Execution	June 30, 2023
Kick Off Meeting	TBD
Update facility information and emissions data for facilities that were in operation in 2022	August 2023
Progress Report	December 1, 2023
Draft Final Report	March 1, 2024
Final Report	May 1, 2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-71

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: PUBLIC HEARING: to Consider Vacation of Public Right of Way

---

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: to Consider Summary Vacation of Public Right of Way

Summary Vacation of a portion of the public access & utility easements within Yosemite Parkway, as shown on Map No. 1511 Mariposa County Records.

Streets and Highways Code section 8333 allows summary vacation of a public service easement when the easement has been determined to be excess by the easement holder and there are no other facilities located within the easement and Streets and Highways Code section 8334 allows summary vacation of excess right-of-way of a street not required for street or highway purposes.

The public utility service easement to be summarily vacated has no public utilities within the right of way. The public road easement has been determined to be excess by the easement holder, and there are no existing facilities within the area to be vacated.

Letters of No Objection have been received from the Utility providers, ATT&T and PG&E. Public Works staff has reviewed and there are no conflicts with existing Yosemite West Maintenance District Utilities.

The purpose of the vacation is to reconfigure the property lines and easements to conform with the proposed improvements pertinent to Building Permit Applications 22-38054 & 22-38171.

Reconfiguration of the property lines will place all the proposed improvements within the applicant's ownership and removing the proposed parking facility from the public easement. This will decrease potential County liability issues in the future and increase property value.

This easement was originally required as a condition of approval for Major Subdivision application 3-23-66.

A description and plat of the proposed abandonment has been submitted to the Public Works Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Subdivision Map of Yosemite West Unit 1, Map number 1511 filed August 1, 1967.

This easement was originally required as a condition of approval for Major Subdivision application 3-23-66

Previous vacations have been granted within the Yosemite West Subdivision. Resolutions 15-334, 12-46,

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board of Supervisors denies the request for abandonment, this right-of –way will continue to exist on record and the applicant will have to redesign the project to meet setback requirements.

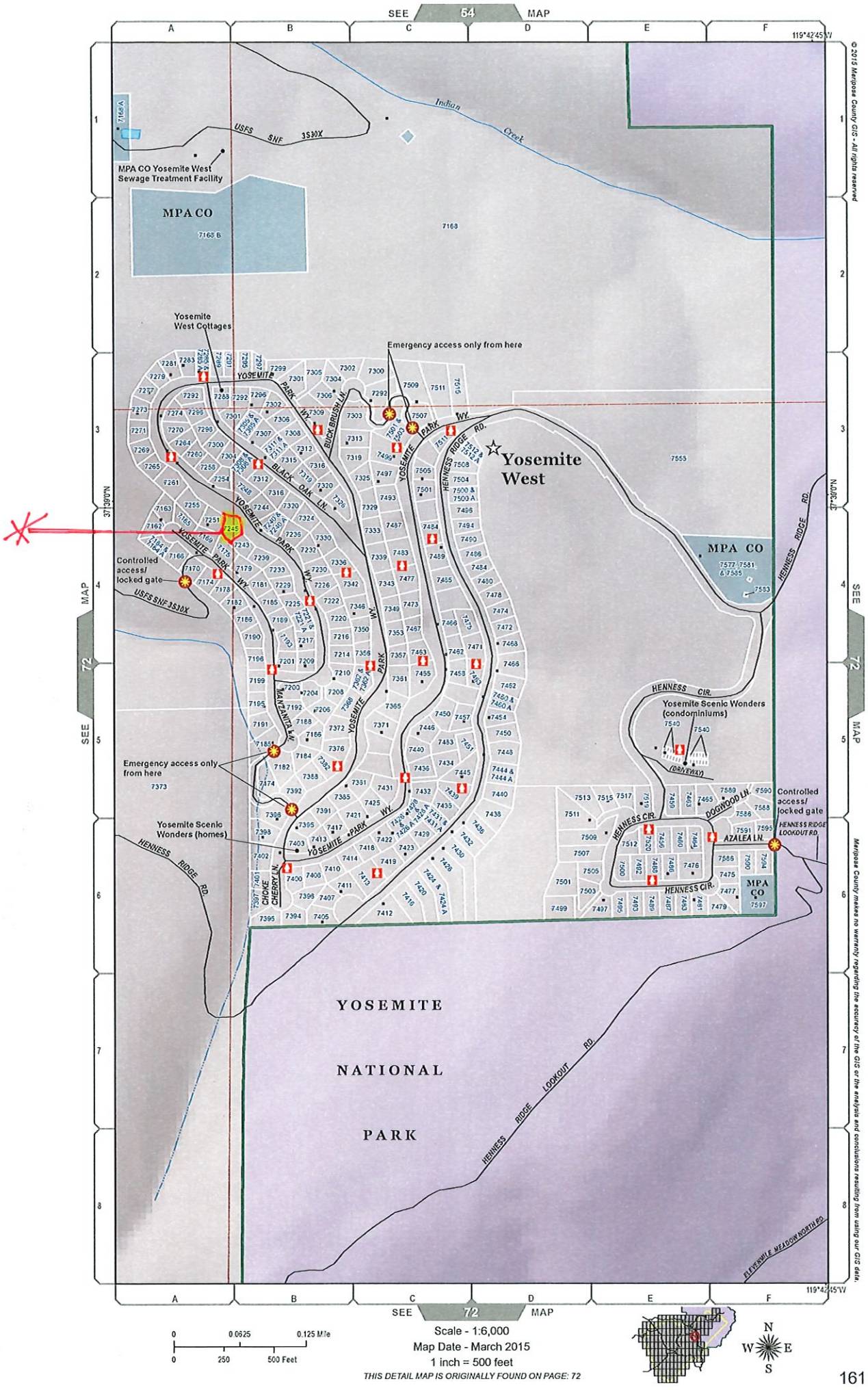
FINANCIAL IMPACT

ATTACHMENTS

1. **Vicinity Map**
2. **Portion Map 1511**
3. **Portion Map 1599**
4. **No objection 7245 Yosemite Park Way PGE**
5. **ATT PUE ABANDONMENT LETTER r2**
6. **Proposed Bldg Site Plan 11x17**
7. **Final Site Plan**
8. **Board resolution Summary Vacation**
9. **Final ROW Exhibit A signed**
10. **Final PUE Exhibit B signed**
11. **1000031579**
12. **1000031580**
13. **1000031581**
14. **1000031582**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



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Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

MAP NO. 1511

MAP OF
YOSEMITE WEST UNIT 1
MARIPOSA COUNTY

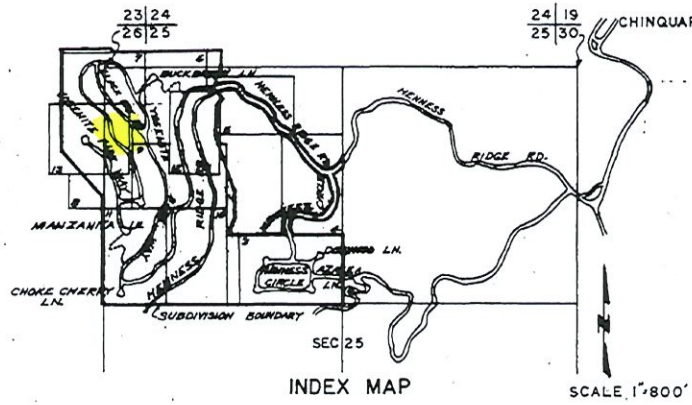
BEING A SUBDIVISION OF A PORTION OF THE N.W. 1/4 OF SEC. 25, THE S.W. 1/4 SEC. 24, THE S.E. 1/4 SEC. 23, AND THE N.E. 1/4 SEC. 26, ALL IN T. 3 S., R. 20E., M.D.B. & M.

ENGINEER'S CERTIFICATE:

I, JAMES W. TOLLADAY, hereby certify that I am a registered Civil Engineer of the State of California, that this map consisting of 14 sheets correctly represents a survey made by me or under my direction in JULY, 1966, that the survey is true and complete as shown, that all monuments of the character shown hereon shall be set on or before SEPT 30, 1968, in the positions indicated, and that the said monuments will be sufficient to enable the survey to be retraced.

Date SEPT. 2, 1966 James W Tolladay R.C.E. No. 10990

REGISTERED PROFESSIONAL ENGINEER JAMES W. TOLLADAY No. 10990 CIVIL STATE OF CALIFORNIA



INDEX MAP SCALE 1"=800'

COUNTY SURVEYOR'S CERTIFICATE:

I, Clyde Y. Jones, County Surveyor of the County of Mariposa, State of California, hereby certify that I have examined the map of Yosemite West-Unit 1 and that said subdivision is substantially the same as it appeared on the tentative map, and that all provisions of state laws and local ordinances governing the filing of subdivision maps have been complied with, and that I am satisfied that the same is technically correct.

Date: 30 June 1967 Clyde Y. Jones County Surveyor R.C.E. 6888

BASIS OF BEARING

All bearings based on Solar Observation. Taken on April 15, 1966.

LEGEND

- ○ Monuments found as described
- ● Monuments set, 3/4" Iron Pipe or 5/8" re-bar where hard ground is encountered
- 15' PUE — Public Utility Easement and road slope encroachment
- Blue line indicates Subdivision Boundary
- (197) Refers to curve data
- N 93°36'37" W R Indicates line is radial
- Drainage Swales

RECORDER'S CERTIFICATE:

Recorded at the request of Yosemite Highlands Inc. at 45 minutes past 9:00 AM on the 1st day of August, 1967, in the office of the County Recorder of the County of Mariposa, State of California, in book of maps at page 1511.

Fee: $31.00

Harold J. Rowney
County Recorder

By Barbara L Lowe
Deputy

SHEET 1 OF 14 SHEETS

MAP NO. 1511

MAP NO. 1511

SOIL REPORT:

In accordance with County of Mariposa Ordinance 271 a preliminary Soil Report was prepared on July 1, 1966 by J. W. Kleinfelder & Associates Consulting Civil Engineers, 2825 East Myrtle Street, Stockton, California the report was signed by James W. Kleinfelder. CE 12547

COUNTY CLERK'S CERTIFICATE:

I, Gabrielle Wilson, County Clerk and Ex-Officio Clerk of the Board of Supervisors of the County of Mariposa, State of California, do hereby certify that the above and foregoing map, entitled Yosemite West-Unit 1 was presented to said Board of Supervisors, as provided by law, at a regular meeting thereof, held on the 27th day of June, 1967 and that said Board of Supervisors thereupon, by resolution duly passed and adopted at said meeting, did approve said map and did accept in behalf of the public, all of the streets, roads, avenues, and easements shown thereon as dedicated to public use.

In Witness Whereof, I have hereto set my hand this 1st day of August, 1967.

County Clerk and Ex-Officio Clerk of the Board of Supervisors of the County of Mariposa, State of Calif.

By Gabrielle Wilson
County Clerk

OWNER'S CERTIFICATE:

We, the undersigned, being the owners of the lands hereon shown do hereby certify that we caused the same to be surveyed and subdivided into lots for the purpose of sale, that we consent to the making and filing of this map in the office of the County Recorder of the County of Mariposa, and hereby offer for dedication to the public use all streets, avenues and easements hereon shown.

YOSEMITE HIGHLANDS, INC.

James R. Dickson Pres.
James R. Dickson, M.D., President

James J. Higuchi Sec
James J. Higuchi, Secretary

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss

On this 14th day of September 1966, before me the undersigned, a Notary Public in and for the County of Santa Clara, State of California, residing therein duly commissioned and sworn, personally appeared JAMES R. DICKSON, M.D. known to me to be the President of Yosemite Highlands Inc. and JAMES J. HIGUCHI known to me to be the Secretary of Yosemite Highlands Inc., the Corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its' Board of Directors.

OFFICIAL SEAL
DIANE V. CARLSON
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY

Diane V. Carlson
Notary Public

My commission expires August 16, 1970

OWNER'S CERTIFICATE:

We, the undersigned, being the owners of the lands hereon shown do hereby certify that we caused the same to be surveyed and subdivided into lots for the purpose of sale, that we consent to the making and filing of this map in the office of the County Recorder of the County of Mariposa, and hereby offer for dedication to the public use all streets, avenues and easements hereon shown.

40 ACRES, INC. INCORPORATED SEPT 10, 1965 CALIFORNIA

40 ACRES INC.

John J. Doubt Pres.
JOHN J. DOUBT, President

James J. Higuchi Sec
James J. Higuchi, Secretary

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss

On this 14th day of September, 1966, before me the undersigned, a Notary Public in and for the County of Santa Clara, State of California, residing therein duly commissioned and sworn, personally appeared JOHN J. DOUBT known to me to be the President of 40 Acres Inc. and JAMES J. HIGUCHI known to me to be the Secretary of 40 Acres Inc., the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its' Board of Directors.

OFFICIAL SEAL
DIANE V. CARLSON
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY

Diane V. Carlson
Notary Public

My commission expires August 16, 1970

TRUSTEE'S CERTIFICATE:

The undersigned TRANSAMERICA TITLE INSURANCE CO., a Corporation, as Trustee, under a deed of trust of record covering the property hereon shown, hereby consents to the making of this subdivision and the filing of this map hereon shown and delineated.

TRANSAMERICA TITLE INSURANCE CO.
Formly North American Title Ins. Co.
By Myles P. Logan
Asst Vice Pres.

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss

On this 15th day of September 1966, before me the undersigned, a Notary Public in and for the County of Santa Clara State of California, residing therein duly commissioned and sworn, personally appeared Melvin P. Haines known to me to be the Asst Vice Pres. of TRANSAMERICA TITLE INSURANCE CO., the Corporation that executed the within instrument as trustee, and the person who executed the same on behalf of such Corporation, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its' Board of Directors.

A. D. SMITH
NOTARY PUBLIC
Santa Clara County, Calif.

A. D. Smith
Notary Public A.D.Smith

My commission expires 2/17/69

MAP NO. 1511

TRUSTEE'S CERTIFICATE:

The undersigned CONTINENTAL TITLE CO., A CALIFORNIA CORP., a Corporation, as Trustee, under a deed of trust of record covering the property hereon shown, hereby consents to the making of this subdivision and the filing of this map hereon shown and delineated.

CONTINENTAL TITLE CO., A CALIF. CORP.

By Lee R. Neuhaus

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss

On this 12th day of September 1966, before me the undersigned, a Notary Public in and for the County of Fresno State of California, residing therein duly commissioned and sworn, personally appeared Lee R. Neuhaus known to me to be the President of CONTINENTAL TITLE CO., A CALIFORNIA CORP., the Corporation that executed the within instrument as trustee, and the person who executed the same on behalf of such Corporation, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its' Board of Directors.

RICHARD W. JONES
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY

Richard W. Jones
Notary Public

My commission expires Apr. 30 1970

TRUSTEE'S CERTIFICATE:

The undersigned TITLE INSURANCE & TRUST CO., a Corporation, as Trustee, under a deed of trust of record covering the property hereon shown, hereby consents to the making of this subdivision and the filing of this map hereon shown and delineated.

TITLE INSURANCE & TRUST CO.

By Paul E. Tolle
VICE PRESIDENT

By Richard T. Miller
ASSISTANT SECRETARY

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss

On this 14th day of September, 1966, before me the undersigned, a Notary Public in and for the County of Santa Clara State of California, residing therein duly commissioned and sworn, personally appeared Paul E. Tolle and Richard T. Miller known to me to be the Vice Pres. & Asst. Sec. of TITLE INSURANCE & TRUST COMPANY, the Corporation that executed the within instrument as trustee, and the person who executed the same on behalf of such Corporation, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its' Board of Directors.

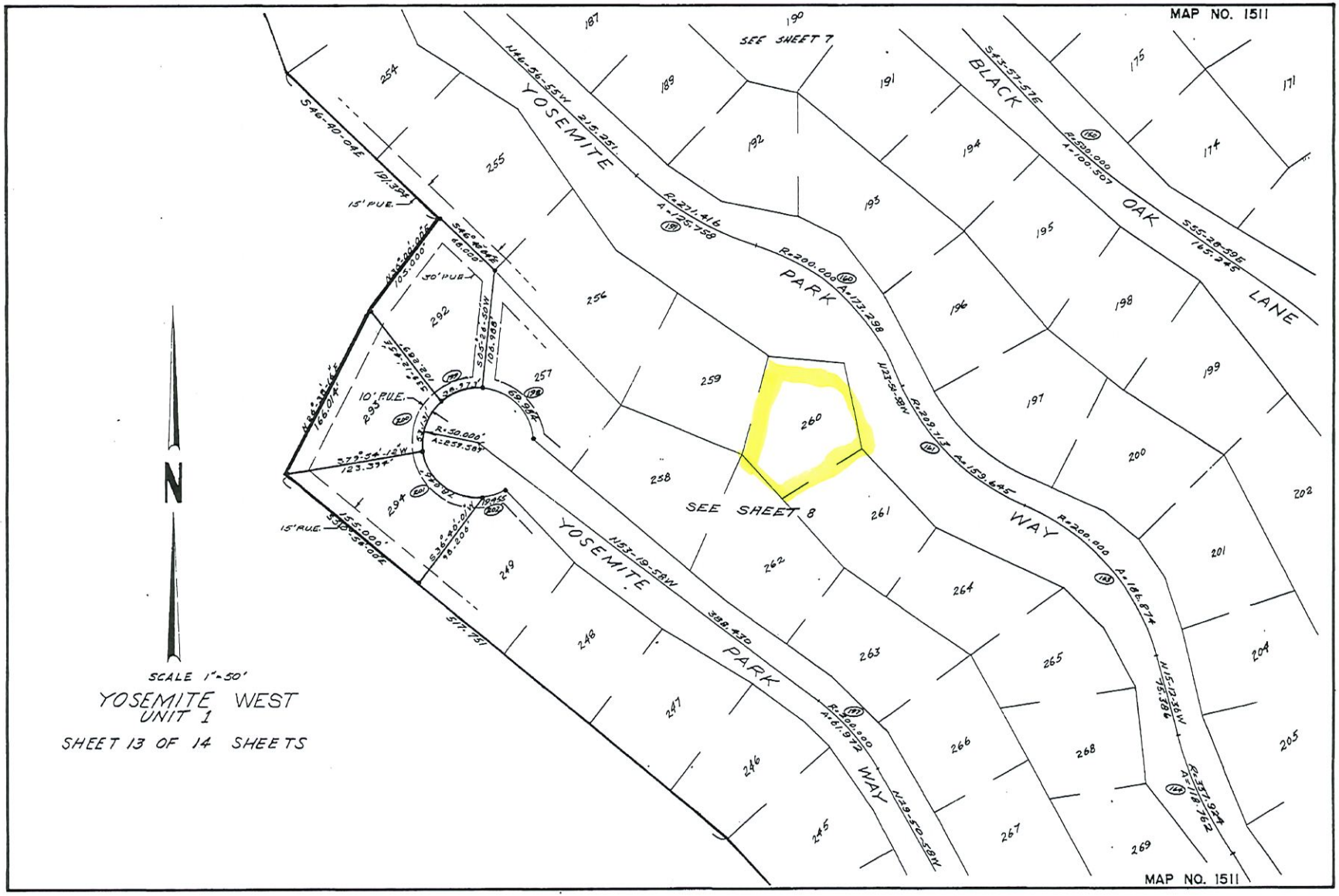
M. Belgin
Notary Public

My commission expires 10/21/67

M. BELGIN
NOTARY PUBLIC
Santa Clara County, Calif.

MAP NO. 1511

YOSEMITE WEST UNIT 1
SHEET 2 OF 14 SHEETS

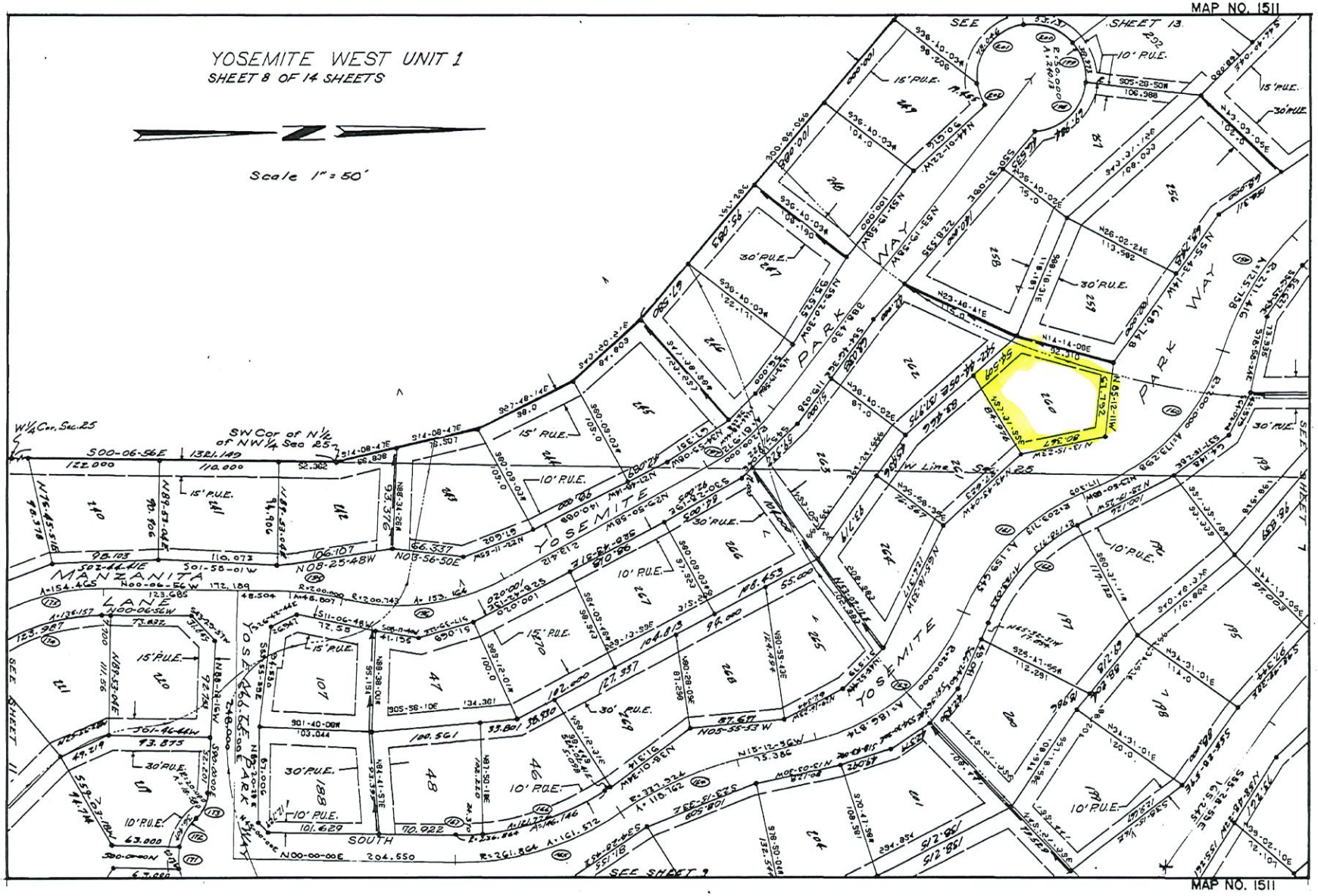

MAP NO. 1511
SEE SHEET 7
YOSEMITE
PARK
WAY
BLACK
OAK
LANE
SEE SHEET 8
YOSEMITE
PARK
WAY
N
SCALE 1"=50'
YOSEMITE WEST
UNIT 1
SHEET 13 OF 14 SHEETS
MAP NO. 1511

MAP NO. 1511

YOSEMITE WEST UNIT 1

SHEET 8 OF 14 SHEETS

Scale 1" = 50'



MAP NO. 1599

AMENDED MAP OF PORTION OF
YOSEMITE WEST UNIT I
MARIPOSA COUNTY

BEING A SUBDIVISION OF A PORTION OF THE N.W. 1/4 OF SEC. 25, THE S.W. 1/4 SEC. 24, THE S.E. 1/4 SEC. 23, AND THE N.E. 1/4 SEC. 26, ALL IN T. 3 S., R. 20E., M.D.B. & M.

COUNTY SURVEYOR'S CERTIFICATE:

I, Arnold Brunetti, County Surveyor of the County of Mariposa, State of California, hereby certify that I have examined this Amended Map of a portion of Yosemite West - Unit I and that said amending map shows in detail the corrections of such errors or omissions as appeared on the orginal map, and that all provisions of state laws and local ordinances governing the filing of subdivision maps have been compiled with, and that I am satisfied that the same is technically correct.

Apr 16, 1968
Date:

Arnold Brunetti
County Surveyor R.C.E. 17186

ENGINEER'S CERTIFICATE:

I, JAMES W. TOLLADAY, hereby certify that I am a registered Civil Engineer of the State of California, that this map consisting of 5 sheets correctly represents a survey made by me or under my direction in AUG. 1967, that the survey is true and complete as shown, that all monuments of the character shown hereon shall be set on or before SEPT. 30, 1969, in the positions indicated, and that the said monuments will be sufficient to enable the survey to be retraced.

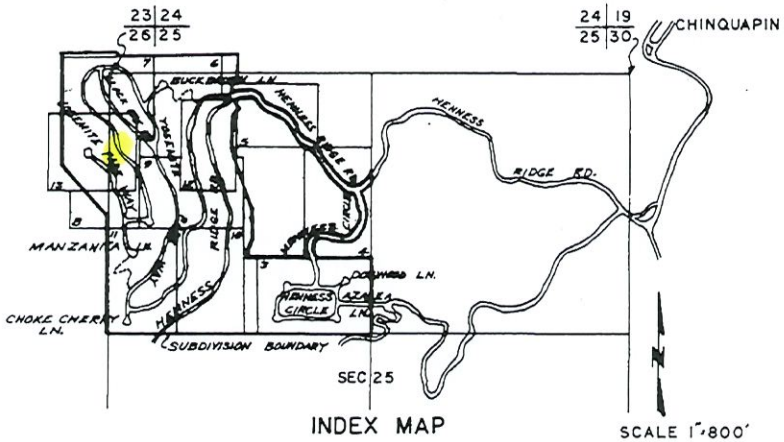
Date MARCH 25, 1968 James W. Tolladay R.C.E. No. 10990

REGISTERED PROFESSIONAL ENGINEER JAMES W. TOLLADAY No. 10990 CIVIL STATE OF CALIFORNIA

Note:

This Map, consisting of five sheets numbered 1A, 3A, 8A, 10A & 11A is recorded for the purpose of amending sheets No. 3, 8, 10 and 11 of Yosemite West Unit I Subdivision, as recorded in Book of Maps at page 1511, Mariposa County Recorders Office. The original sheet 1 is not amended.

On sheets 3A, 8A, 10A and 11A incorrect information is shown crossed out and the corrected information is shown near it.



INDEX MAP SCALE 1"=800'

BASIS OF BEARING

All bearings based on Solar Observation. Taken on April 15, 1966.

LEGEND

○	Monuments found as described
●	Monuments set, 3/4" Iron Pipe or 5/8" re-bar where hard ground is encountered
15' PUE	Public Utility Easement and road slope encroachment
	Blue line indicates Subdivision Boundary
(197)	Refers to curve data
N 93°36'37" W R	Indicates line is radial
	Drainage Swales

RECORDER'S CERTIFICATE:

Recorded at the request of Yosemite Highlands, Inc. at 50 minutes past 4 P.M. on the 16 day of April, 1968, in the office of the County Recorder of the County of Mariposa, State of California, in book of maps at page 1599.

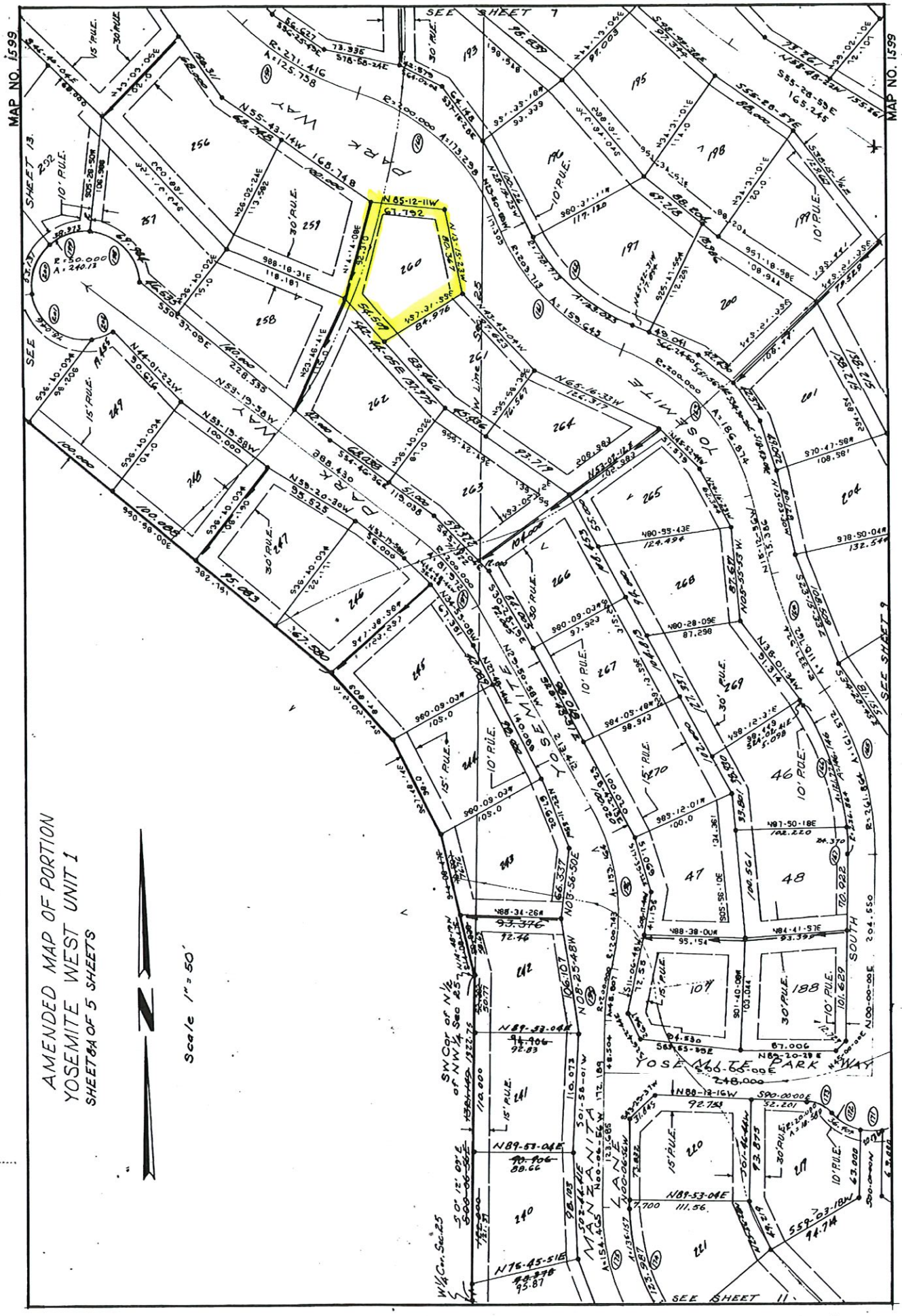
Fee: $13.00

Harold J. Rainey
County Recorder

By _____ Deputy

SHEET 1A OF 5 SHEETS

MAP NO. 1599


AMENDED MAP OF PORTION
YOSEMITE WEST UNIT 1
SHEET 5A OF 5 SHEETS
Scale 1" = 50'
MAP NO. 1599
MAP NO. 1599
SEE SHEET 7
SEE SHEET 13
SEE SHEET 9
SEE SHEET 11
PARK WAY
MAY WAY
PARK WAY
TOSEMITE
YOSEMITE PARK WAY
SOUTH
MANZANITA LANE
SW Cor. of NW¼ of NW¼ Sec 25
W¼ Cor. Sec. 25
N65-12-11W 61.792
260
259
261
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203
204
N55-43-14W 168.748
N44-01-22W 90.616
N53-19-58W 100.000
N59-20-38W 95.525
N53-19-58W 36.000
N44-01-22W 98.206
N36-10-02E 228.533
N23-46-41E 115.0
N14-14-08E 92.370
N37-31-55E 84.976
N65-16-33W 124.317
N53-07-11E 102.382
N23-50-58W 140.000
N65-09-02E 97.719
N36-10-02E 119.038
N53-19-58W 100.000
N36-10-02E 108.190
N53-19-58W 36.000
N36-10-02E 122.11
N44-01-22W 98.206
N36-10-02E 98.206
N53-19-58W 100.000
N36-10-02E 101.0

Pacific Gas and Electric Company®

Gage Fleming
Land Agent
Land Management

3580 East California
Fresno, CA 93725

April 13, 2023

Jayashree Nataraj

RE: Construction of a carport extending into PUE at 7245 Yosemite Park Way, Yosemite National Park, CA 93589.

PG&E has no objection to the vacation/abandonment of the PUE as shown on the plat, across the subject lot within the Yosemite West subdivision.

Gage Fleming
Land Agent

James Jelley
Manager, Right of Way,
Caltrans & Public Works

AT&T CALIFORNIA
2300 E. Eight Mile Rd
Stockton, California 95210

T 209.507.1689
Jj2163@att.com

April 17, 2023

Jayashree Nataraj
jaishreegn@gmail.com

Reference: Existing AT&T facilities
7245 Yosemite Park Way
Lot 260 Yosemite West Unit No. 1
Assessor Parcel No. 006-080-007

Pursuant to your recent request for vacation/ abandonment of the Public Utility Easement (PUE) as shown on the plat adjacent to Yosemtie Park Way as described above. Our engineer has reviewed our facility maps in this area has determined there are no AT&T facilities located within the existing PUE and have no plans to place future facilities within the Public Utility Easement. Therefore, we have no objection to your request to vacate/ abandone the existing PUE.

Thank you, for your consideration in this matter. Should you need further assistance or have additional questions relative to this matter, please do not hesitate to contact me on (209) 507-1689.

Thank you,

James Jelley
AT&T Right of Way Mgr.

AT&T

SITE PLAN LEGEND:

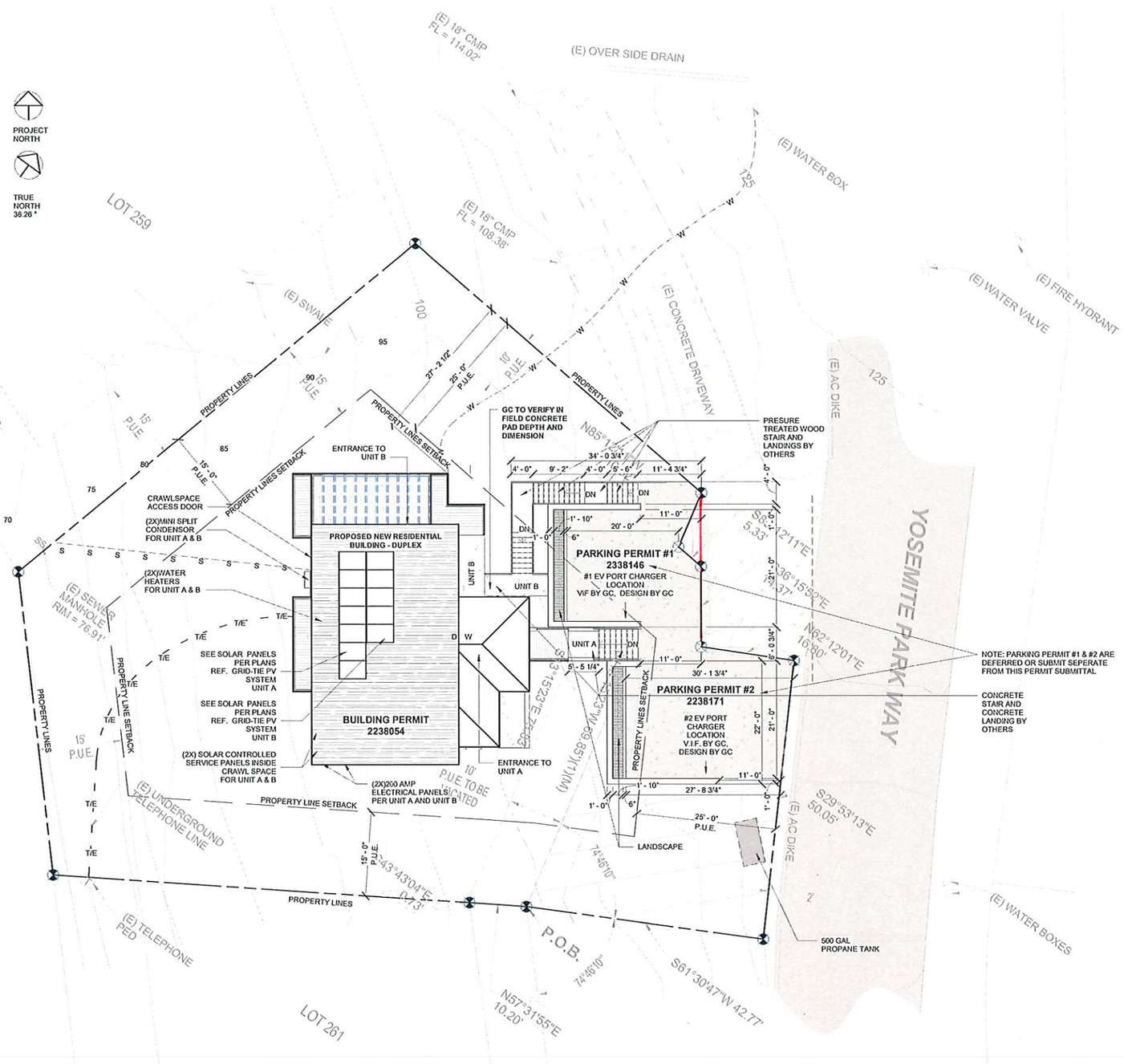
⊙	3/4" IRON PIPE
——— — — ———	PROPERTY LINE
——— ——— ———	SETBACK
- - - - - - - -	EASEMENT LINE
-W- — — W — — —W	WATERPIPE LINE
-S- — — S- — — -S-	SEWER LINE
—T— T —T— T —	TELEPHONE LINE
—E— E —E— E —	ELECTRICAL LINE
WB	WATER BOX
▲	PROPOSED NEW ENTRANCE / EXIT DOOR
S	SEWER MANHOLE
T	TELEPHONE PEDESTAL
	TREE (AS DESCRIBED) WO = WHITE OAK BO = BLACK OAK LO = LIVE OAK MZ = MANZANITA BP = BLUE PINE PP = PONDEROSA PINE C = CEDAR SP = SUGAR PINE F = FIR

BENCHMARK

- ELEVATIONS ARE BASED ON AN ASSUMED DATUM.
- APPROXIMATE SITE ELEVATION IS 5575'.

INFO BOX:

PROPERTY OWNER NAME	JAYASHREE NATARAJ
DAYTIME PHONE NUMBER	(208) 965-3685
SITE ADDRESS	7245 YOSEMITE PARKWAY YOESEMITE PARK, CA 95389
PARCEL NUMBER	(006) 080-007
CONTACT NAME	VINCENT A. SESSA, P.E.
CONTACT PHONE NUMBER	(425) 631-9611
SCALE	1" = 10'-0"
AREA	9,672 SF



1 / C1.0 SITE PLAN REV
1" = 10'-0"

ARCH D 24" x 36" LAST PLOT DATE: 12/7/2023 2:39:33 PM

Lindal CEDAR HOMES

2022 COPYRIGHT
LINDAL CEDAR HOMES
THE LINDAL DESIGN IN THESE DRAWINGS IS THE EXCLUSIVE PROPERTY OF LINDAL CEDAR HOMES, INC. BY COPYRIGHT LAW THESE DRAWINGS ARE NOT TO BE REPRODUCED, NOR IS THE INFORMATION CONTAINED TO BE USED FOR ANY PURPOSE OTHER THAN THE PURCHASE AND CONSTRUCTION OF A LINDAL CEDAR HOME.

TRUE NORTH

LINDAL DEALER
HIGH COUNTRY CEDAR HOMES

CLIENT
JAYASHREE NATARAJ

PROJECT ADDRESS
7245 YOSEMITE PARKWAY,
YOSEMITE NATIONAL PARK, CA 95389

REGISTERED PROFESSIONAL ENGINEER
VINCENT A. SESSA
32078
CIVIL
STATE OF CALIFORNIA
Exp 12/31/23

NO.	DESCRIPTION	ISSUED BY	DATE
	DUPLEX PERMIT SUBMISSION	JN	06-27-23
	AMENDMENT DUPLEX	JN	06-07-23
	MARIPOSA BUILDING COURRIENTS	JN	04-26-23
	ISSUED FOR CD PERMIT	EH	02-23-2023
	ISSUED FOR SD	EH	12-14-2023

ISSUANCES

WARRANTY NUMBER
42322

SERIES
OM STUDIO DESIGN

OM studio design llc

MODEL
CUSTOM DESIGN

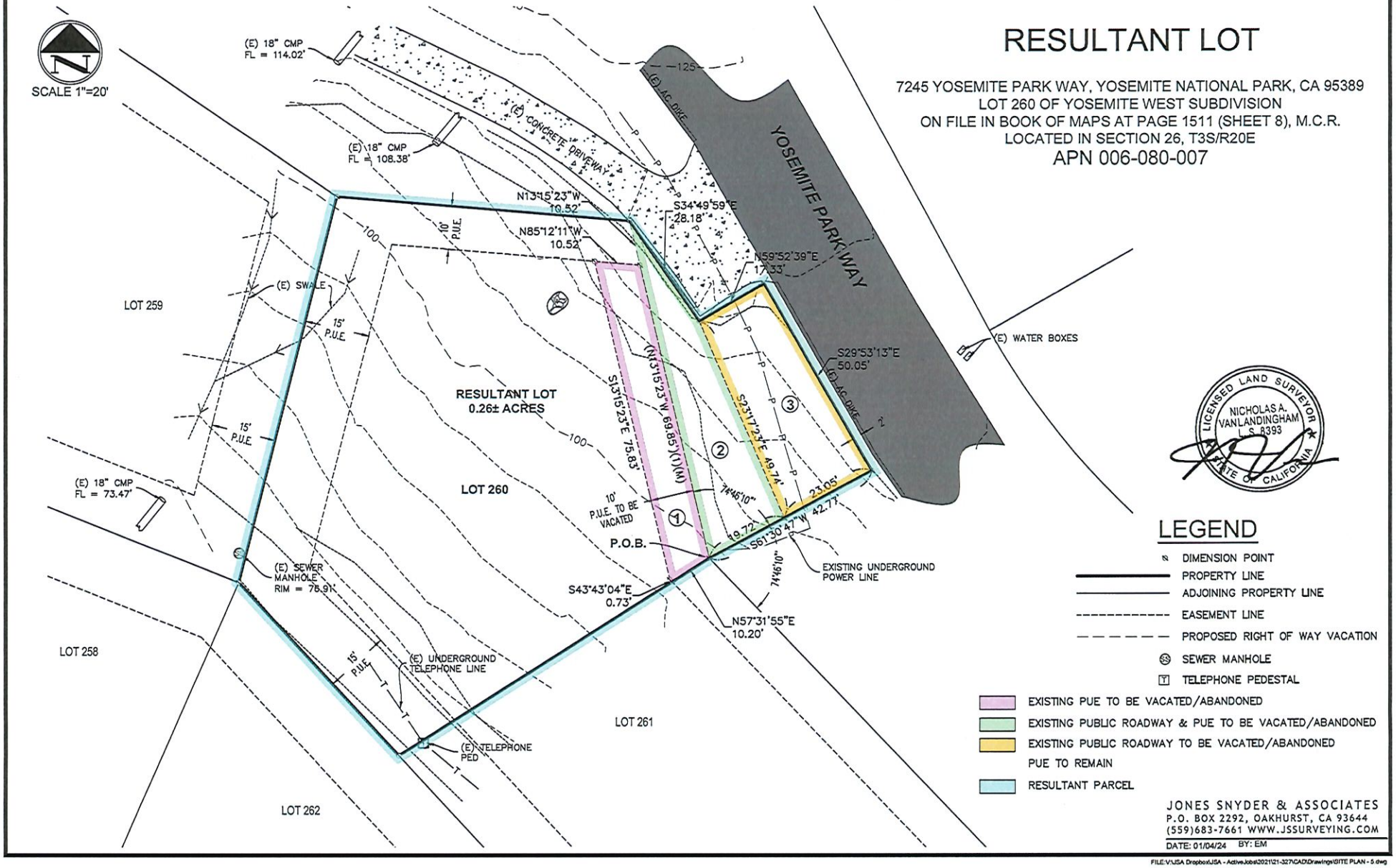
SITE PLAN

Scale: As indicated

C1.0

RESULTANT LOT

7245 YOSEMITE PARK WAY, YOSEMITE NATIONAL PARK, CA 95389
LOT 260 OF YOSEMITE WEST SUBDIVISION
ON FILE IN BOOK OF MAPS AT PAGE 1511 (SHEET 8), M.C.R.
LOCATED IN SECTION 26, T3S/R20E
APN 006-080-007



LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
L.S. 8393
STATE OF CALIFORNIA

LEGEND

- DIMENSION POINT
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- PROPOSED RIGHT OF WAY VACATION
- SEWER MANHOLE
- TELEPHONE PEDESTAL
- EXISTING PUE TO BE VACATED/ABANDONED
- EXISTING PUBLIC ROADWAY & PUE TO BE VACATED/ABANDONED
- EXISTING PUBLIC ROADWAY TO BE VACATED/ABANDONED
- PUE TO REMAIN
- RESULTANT PARCEL

JONES SNYDER & ASSOCIATES
P.O. BOX 2292, OAKHURST, CA 93644
(559)683-7661 WWW.JSSURVEYING.COM

DATE: 01/04/24 BY: EM

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MARIPOSA COUNTY BOARD OF SUPERVISORS RESOLUTION NO.____

A Resolution for Summary Vacation of a portion of the Public Road and Utility easement in the Yosemite West Subdivision

WHEREAS, a written request has been submitted by Praveen Acharya, owner of Lot 260, to vacate a portion of the public road and service easements within Yosemite Parkway in the Yosemite West Unit 1 Subdivision; and,

WHEREAS, these easements were originally required as a condition of approval for Major Subdivision Application 3-23-66. Said easements are shown on Map 1511 recorded August 1, 1967, and referenced on Amended Map 1599 recorded April 16, 1968, Mariposa County Records; and

WHEREAS, the public use for streets, avenues and easements was offered and accepted with the recordation of the Map of Yosemite West Unit 1, recorded August 1, 1967 in the Book of Maps at Page 1511; and

WHEREAS, Streets and Highways Code section 8333 allows summary vacation of a public service easement when the easement has been determined to be excess by the easement holder and there are no other facilities located within the easement; and

WHEREAS, Streets and Highways Code section 8334 allows summary vacation of excess right-of-way of a street not required for street or highway purposes; and

WHEREAS, the public service easement to be vacated has no public utilities within the easement, letters of verification on file with Public Works; and

WHEREAS, the public road easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other facilities located within the easement; and

WHEREAS, the purpose is to relocate frontage boundary of Lot 260, so that proposed improvements for a parking structure are within private ownership of the adjusted boundaries of Lot 260 and outside of the public use; and

WHEREAS, this action is required as a condition of Building Permit Numbers 2238054 and 2238171; and

WHEREAS, those portions of the easements proposed to be vacated have not been used for the purpose for which the easements were dedicated or acquired for five consecutive years immediately preceding the proposed summary vacation.

NOW, THEREFORE, BE IT RESOLVED, by the Mariposa County Board of Supervisors, a political subdivision of the State of California, that the Board hereby determines and orders as follows;

1. The County of Mariposa, by and through its Board of Supervisors, summarily vacates the public service easement and the right of way described in this resolution pursuant to Streets & Highways Code, Division 9 Chapter 3, Sections 8333 and 8334.
2. The public road easement hereby summarily vacated is described in Exhibit "A" and the public service easement to be summarily vacated is described in Exhibit "B": attached hereto, and by reference, made a part hereof.
3. The approval of the easement abandonment is conditioned upon the applicant completing the application for a Certificate of Compliance which describes the resultant adjusted Lot 260. Upon receipt by the Public Works Department of the recorded Certificate of Compliance, this Resolution will become effective.
4. A certified copy of this Resolution shall be recorded in the office of the Mariposa County Recorder by the Clerk of the Board, and upon such recordation, the easement hereby summarily vacated shall no longer constitute a street highway or public service easement.

ON MOTION BY Supervisor, _____ seconded by Supervisor, _____ this resolution is duly passed and adopted this 20th day of February, 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Miles Menetrey, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

January 18, 2024
ROW Vacation

Exhibit "A"

All that real property located in the Northeast 1/4 of Section 26, Township 3 South, Range 20 East, Mount Diablo Base and Meridian, County of Mariposa, State of California, described as follows:

All that portion of Yosemite Parkway as shown on the map of Yosemite West Unit 1, filed August 1, 1967 in Book of Maps at Page 1511, Mariposa County Records, being more particularly described as follows:

BEGINNING at the easternmost corner of Lot 260 of said Yosemite West Unit 1;

thence along the easterly line thereof, N.13°15'23"W. a distance of 80.37 feet to the northernmost corner thereof;

thence S.34°49'59"E. a distance of 28.18 feet;

thence N.59°52'39"E. a distance of 17.33 feet;

thence S.29°53'13"E. a distance of 50.05 feet to a point which bears N.61°30'46"E. a distance of 42.77 from the easternmost corner of said Lot 260;

thence S.61°30'46"W. a distance of 42.77 feet more or less to the POINT OF BEGINNING.

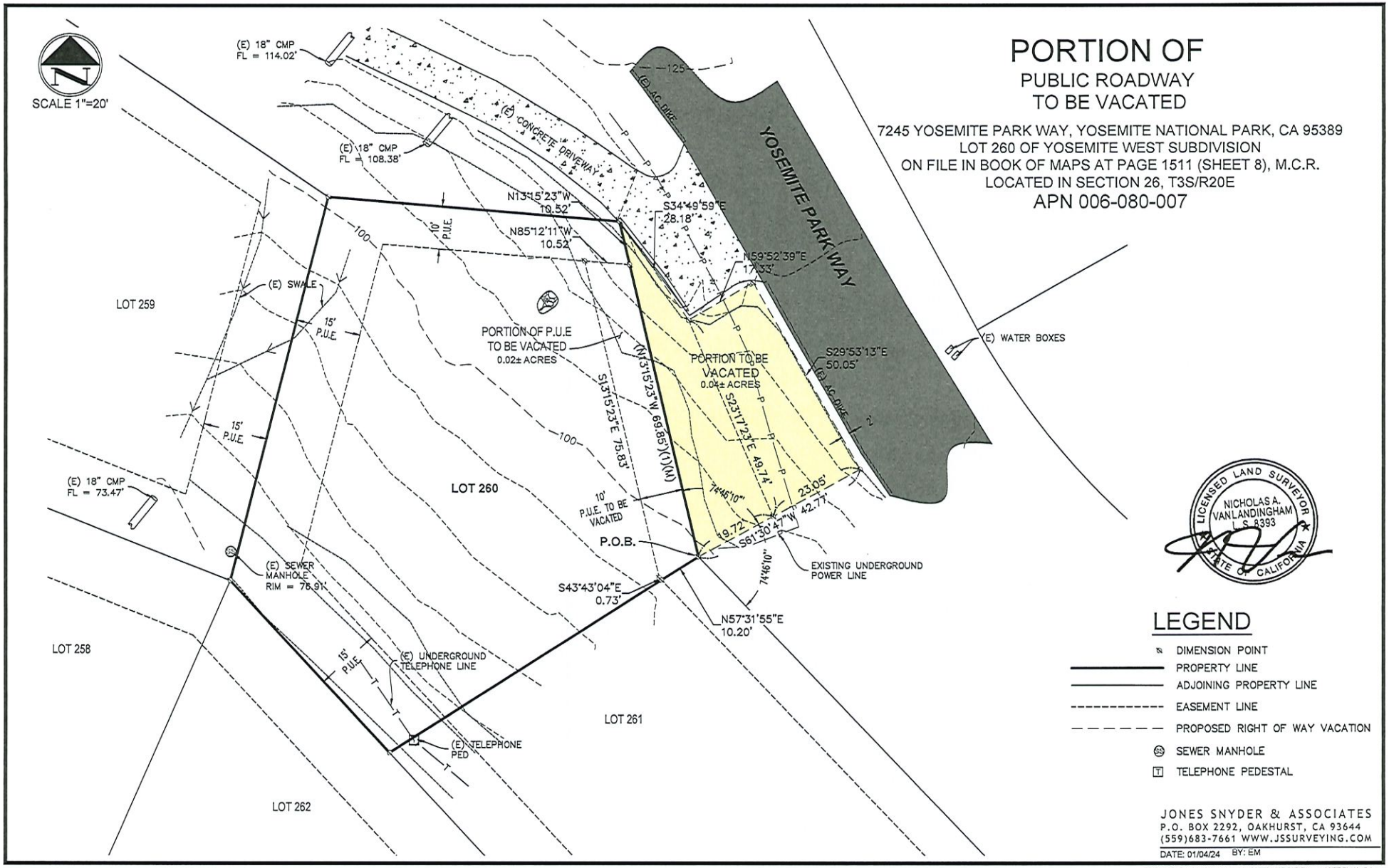
Containing 0.04 acres more or less.

END OF DESCRIPTION

This description was prepared by me or under my direction.

Nicholas A. Vanlandingham
Date: January 18, 2024

JOB#23-040



PORTION OF

PUBLIC ROADWAY TO BE VACATED

7245 YOSEMITE PARK WAY, YOSEMITE NATIONAL PARK, CA 95389
LOT 260 OF YOSEMITE WEST SUBDIVISION
ON FILE IN BOOK OF MAPS AT PAGE 1511 (SHEET 8), M.C.R.
LOCATED IN SECTION 26, T3S/R20E
APN 006-080-007

LICENSED LAND SURVEYOR
NICHOLAS A. VAN LANDINGHAM
L.S. 8393
STATE OF CALIFORNIA

LEGEND

- DIMENSION POINT
- PROPERTY LINE
- ADJOINING PROPERTY LINE
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- PROPOSED RIGHT OF WAY VACATION
- SEWER MANHOLE
- TELEPHONE PEDESTAL

JONES SNYDER & ASSOCIATES
P.O. BOX 2292, OAKHURST, CA 93644
(559)683-7661 WWW.JSSURVEYING.COM

DATE: 01/04/24 BY: EM

FILE:V:\JSA Dropbox\JSA - ActiveJobs\2021\21-327\CAD\Drawings\SITE PLAN - 5.dwg

January 18, 2024
POR. APN: 006-080-0070
P.U.E. Vacation

Exhibit "B"

Two tracts of land being a portion of all that real property located in the Northeast 1/4 of Section 26, Township 3 South, Range 20 East, Mount Diablo Base and Meridian, County of Mariposa, State of California, described as follows:

All that portion of Lot 260 as shown on the map of Yosemite West Unit 1, filed August 1, 1967 in Book of Maps at Page 1511, Mariposa County Records, being more particularly described as follows:

Tract No. 1

BEGINNING at the easternmost corner of Lot 260 of said Subdivision;

thence along the easterly line thereof, N.13°15'23"W. a distance of 69.85 feet;

thence leaving said easterly line N.85°12'11"W. a distance of 10.52 feet;

thence S.13°15'23"E. a distance of 75.83 feet;

thence S.43°43'04"E. a distance of 0.73 feet to the southeasterly boundary line of said lot;

thence N.57°31'55"E. a distance of 10.20 feet more or less to the POINT OF BEGINNING.

Tract No. 2

BEGINNING at the easternmost corner of Lot 260 of said Yosemite West Unit 1;

thence along the easterly line thereof, N.13°15'23"W. a distance of 80.37 feet to the northernmost corner thereof;

thence S.34°49'59"E. a distance of 28.18 feet;

thence N.59°52'39"E. a distance of 17.33 feet;

thence S.29°53'13"E. a distance of 50.05 feet to a point which bears N.61°30'46"E. a distance of 42.77 from the easternmost corner of said Lot 260;

thence S.61°30'46"W. a distance of 42.77 feet more or less to the POINT OF BEGINNING.

END OF DESCRIPTION

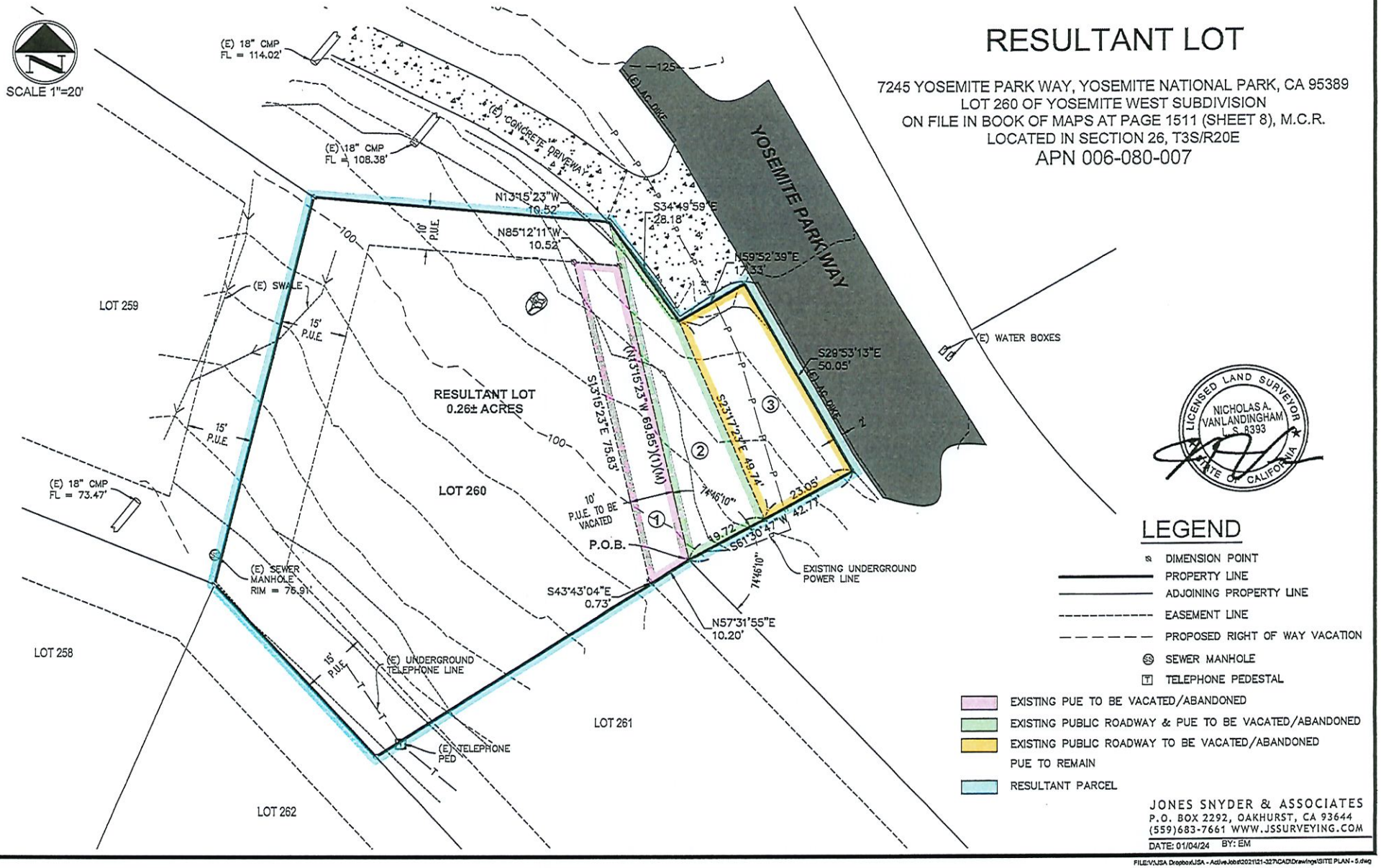
This description was prepared by me or under my direction.

Nicholas A. Vanlandingham
Date: January 18, 2024

JOB#23-040

RESULTANT LOT

7245 YOSEMITE PARK WAY, YOSEMITE NATIONAL PARK, CA 95389
LOT 260 OF YOSEMITE WEST SUBDIVISION
ON FILE IN BOOK OF MAPS AT PAGE 1511 (SHEET 8), M.C.R.
LOCATED IN SECTION 26, T3S/R20E
APN 006-080-007



LICENSED LAND SURVEYOR
NICHOLAS A. VANLANDINGHAM
L.S. 8393
STATE OF CALIFORNIA

LEGEND

- DIMENSION POINT
- PROPERTY LINE
- ADJOINING PROPERTY LINE
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DATE: 01/04/24 BY: EM

FILE:V:\JSA Dropbox\JSA - Active\Jobs\2021\21-327\CAD\Drawings\SITE PLAN - 5.dwg

NOTICE OF PUBLIC HEARING
TO CONSIDER A REQUEST TO VACATE THE PUBLIC RIGHT
TO USE A PORTION OF YOSEMITE PARKWAY

NOTICE IS HEREBY GIVEN that on Tuesday, February 20th, 2024, at 9:00 a.m., or as soon thereafter as the matter may be heard, the Mariposa County Board of Supervisors will conduct a public hearing, pursuant to Division 9, Part 3 of the California Streets and Highways Code (Public Streets, Highways and Service Easements Vacation Law), in the Board Chambers of the Mariposa County Government Center, located at 5100 Bullion Street, Mariposa, California.

During that hearing, the Board will consider a request to vacate the public right to use a portion of Yosemite Parkway easements fronting Lot 260 of the Yosemite West Unit 1 Subdivision, situated in a portion of Section 25, T.3 S., R.20 E., M.D.M., being located along the northeasterly boundary of said Lot 260, being assigned Assessor's Parcel No. 006-080-007 and the address of 7245 Yosemite Parkway.

That portion of Yosemite Parkway Road access and public utility easements proposed for vacation were created by that certain Map entitled "Yosemite West Unit 1," filed August 1, 1967, in the Book of Maps on Page 1511. Mariposa County Records.

Interested persons may appear in person at that time and place to provide comments or may listen and provide public comments by phone by calling 1 (929) 352-1921; Access Code 219-755-130#.

Written comments may also be submitted and should be directed to the Clerk of the Board of Supervisors at 5100 Bullion Street, PO Box 784, Mariposa, California 95338, or via email to Board-Clerk@mariposacounty.org. The Board of Supervisors will consider all written comments received prior to the posted hearing date.

Guid

Privacy & Ambian
Yosemite West is a
privacy and help reta
• Don't trespass or pl
• Refrain from knock
• Don't gather firewo
• Turn off outside ligh
• Observe quiet hours

Garbage Disposal
• There is no public g
your garbage accordin
Yosemite West are pri
• The presence of garb
so please don't leave g

Safety on the Road
• Observe the posted 2
• Park vehicles off the
• Carry chains when dr
• Do not sled on roads
• Snowmobiling on all

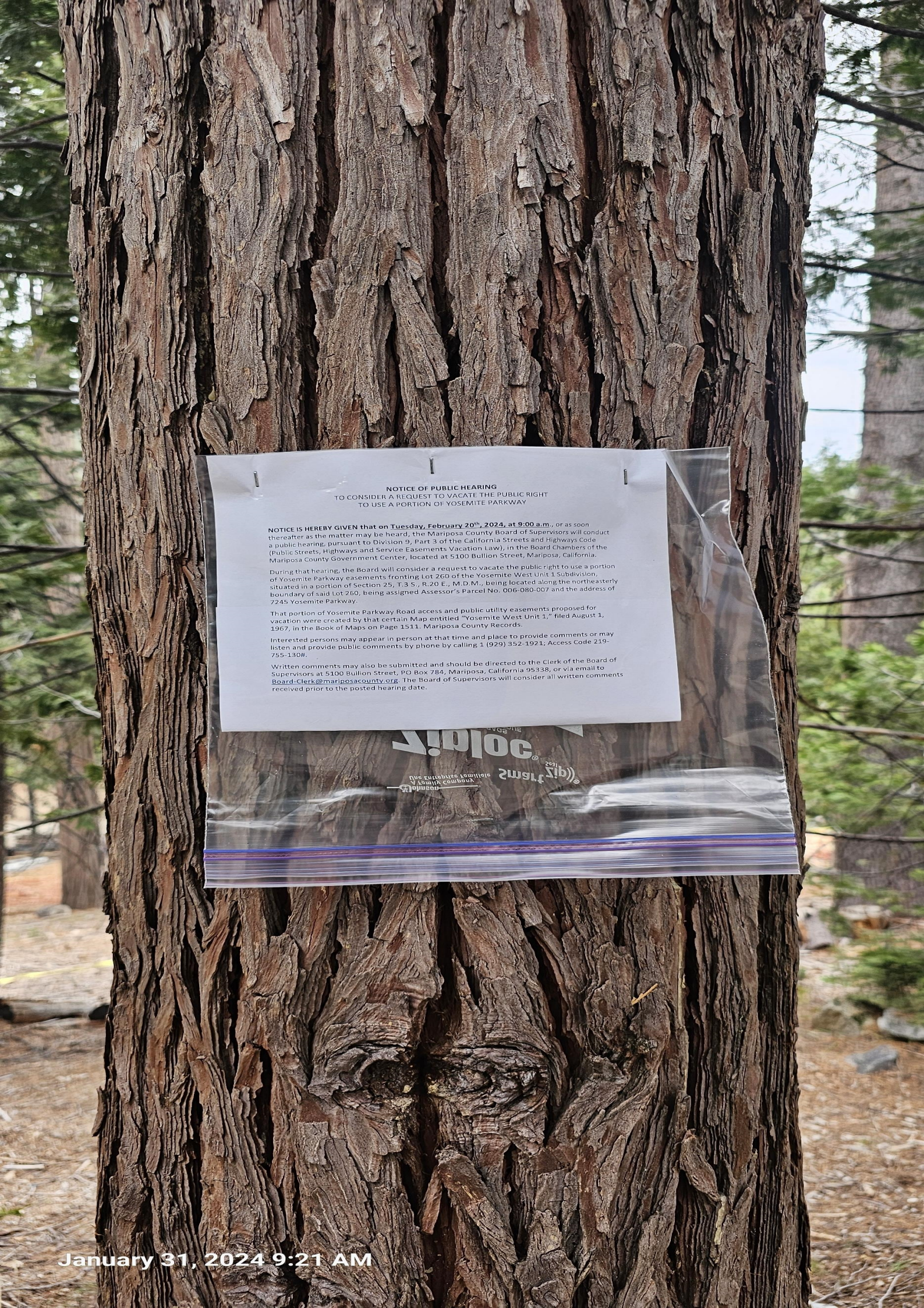
Fire Safety
Yosemite West is subje
• Refrain from throwing
• Refrain from smoking
• Avoid using wood-bur
• Dispose of ashes accor
disposal. Don't put hot

Water & Sewer
Yosemite West has limi

Pets
Pets and wildlife don't al
they in turn can disturb
please use common sens

Yosemite West Propert
7585 Henness Ridge Road,

January 31, 2024 9:15 AM



January 31, 2024 9:21 AM

January 31, 2024 9:22 AM

January 31, 2024 9:22 AM

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-72

MEETING:	February 20, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Rescind Resolution 2019-549, which Authorized the use of the Mariposa/Yosemite Airport Property, Located on CYA Road, as the New Burial Ground Location

---

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 2019-549, which Authorized the use of the Mariposa/Yosemite Airport Property, Located on CYA Road, as the New Burial Ground Location.

On September 17, 2019, the Board, through Resolution 2019-549, approved the evaluation of three potential sites for new cemeteries. Ultimately, the Board endorsed site three, which would have utilized a current county-owned parcel situated at the Mariposa-Yosemite Airport for the prospective Mariposa Cemetery.

Despite the site's favorable attributes, including its flat terrain, established roadway access, and readily available power, the Mariposa Town Cemetery Ad Hoc Committee has opted to exclude this location from consideration due to the ongoing growth of the Airport. The influx of new users and the use of the site as a landing zone by Skydive Yosemite have led the committee to a consensus that it is no longer a viable option for a new cemetery.

The Mariposa Town Cemetery Ad Hoc Committee recommends that the Mariposa County Public Works Department persist in exploring county-owned parcels. Additionally, the committee suggests placing advertisements in local newspapers to solicit donations of privately owned land to establish a new cemetery.

Concurring with the committee's recommendation, the Department of Public Works intends to actively pursue an alternative site for an additional cemetery.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 17, 2019, Resolution 2019-549, the Board approved consideration of three possible areas for new cemeteries and regulations on markers and headstones.

On February 26, 2019, Public Works went to the Board for Discussion and Direction regarding identifying land for future use as a cemetery or burial ground in or near the Mariposa Town Center.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the resolution will not be rescinded.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Board Resolution- Cemetery options -Airport properties**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2019-549

MEETING: September 17, 2019

TO: The Board of Supervisors

MINUTE ORDER ATTACHED

FROM: Mike Healy, Public Works Director

RE: Selection of Mariposa Town Area Burial Plot Property

RECOMMENDATION AND JUSTIFICATION:
Selection of a New Burial Ground Site and Resolve that Only Flush, Flat and Ground-Level Markers or Headstones Shall be Permitted in the New Burial Ground.

The Mariposa Town Cemetery can no longer accommodate burial requests of full casket interment and presently has very few spaces remaining for interment of cremation remains. Staff has been working with the public and the Board of Supervisors for about a decade to locate a new burial ground, but a dramatic increase in the number of cremation services has extended the life of the current location. The time has come when there is no longer space sufficient for full-casket burials and minimal availability for cremated remains. It is time to move forward with a new burial ground site.

There are particular requirements for burial grounds to avoid the additional cost and regulation of designation as a cemetery. Primarily, the burial ground must be less than five (5) acres.

Staff has reviewed County-owned parcels suitable for this purpose over the past eighteen (18) months. Staff has also addressed this need publicly through various newspaper articles appealing to the community for possible donation(s) of land, resulting in some generous responses.

After full review of all possible locations, staff has identified three (3) sites that are best suited for the development of a new burial ground. The Board of Supervisors, staff and interested public recently visited these sites as part of a regular public meeting. The site tour offered the opportunity for members of the Board and the public to ask specific questions regarding each site and discuss any necessary improvements for a particular site to be utilized as a burial ground.

The first site has been offered as a burial ground through the generosity of a potential private donor. The site is close to Highway 49 in the Mount Bullion area, but has access concerns as a roadway and potentially a bridge would have to be constructed to

gain access to the property. The topography, disability access, a needed Highway Access Encroachment Permit and a seasonal creek at the entry could also be challenges here. This property is also located within the Airport Safety Zone, also known as the Airport Influence Restriction Zone.

Site number two (2) is County-owned land located on Old Toll Road. The property is fairly flat. Adjacent properties are residential, making a privacy buffer around the burial ground desirable. At only 3.92 acres and without parking or access roads, additional land may be needed from adjacent property owners to have sufficient land at this location.

Staff is concerned about available land area, periodically heavy traffic common to Old Toll Road and areas of narrow roadways in the immediate vicinity that could result in line-of-sight concerns at the egress that would have to be mitigated. As with the first site, this site is located within the Airport Safety Zone.

The third site is County-owned land currently located within the boundary of the airport on CYA Road. The site is fairly flat and has access from an established roadway that serves as an entrypoint to the airport. The site houses a water tank and well so water and power are readily available. It is far enough away from the Air Operations Area that it is not within the Airport Safety Zone. Although cemeteries and burial grounds are not uncommon on or adjacent to airports, staff would seek an FAA technical boundary adjustment to the Airport Facility Map should this site be selected.

This site is a total of 10.3 acres and portions of the site are currently being used by Skydive Yosemite as a landing zone. Current interment trends suggest that burial ground uses would stay within a five-acre area and not encroach on skydiving operations for more than one hundred (100) years.

Staff has consulted appropriate boards and committees about the available options. The Airport Advisory Committee has voted not to recommend use of the third site for a burial ground on several occasions, including earlier this year. This Committee believes the site is better suited to skydiving and hang gliding, both of which are revenue neutral to the airport, and for possible economic development purposes.

The Mariposa Town Cemetery Ad Hoc Committee met on September 4, 2019 to review and discuss the three available sites. This Committee unanimously selected Site Number Three (3) on CYA Road as their preferred location, citing minimal site improvements necessary to begin operations.

A review of records over the past seven (7) years identified the resident demand for full casket burials in the Mariposa Cemetery averages between 5 - 7 per year and roughly 10 to 12 cremation remains burials annually.

Land use necessary to accommodate these requests are on average 1,250 full casket burials per acre or as some prefer double depth full casket burials can accommodate

RESOLUTION - ACTION REQUESTED 2019-549

2,500 burials per acre. Cremation interments can be accommodated at 2,500 per acre.

Staff notes that, regardless of which site is selected here, staff fully intends to bring forward at a later date for Board consideration a clarifying amendment to County Code Section 8.48.050 stating the prohibition of vertical headstones and or grave markers in the new Mariposa Town Cemetery/Burial Ground.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has been made aware of this concern and presently there is a critical need for a new facility should the Board decide that this is a service that they wish to continue to offer.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not making a site selection or giving staff further direction, the Board would effectively:
1) End the benefit of free interment services offered to Mariposa residents
2) Advise staff to eliminate the practice of burial services to residents once the current Cemetery reaches capacity (within an estimated 6 months)
3) Advise staff to continue efforts to identify additional suitable site(s) realizing that resident interment's during this period may require a suspension of these services.

ATTACHMENTS:
Proposed Sites (PDF)

RESULT: **ADOPTED [4 TO 1]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Kevin Cann, Miles Menetrey
NAYS: Marshall Long

COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

MILES MENETREY, CHAIR — **DISTRICT V**
KEVIN CANN, VICE-CHAIR — **DISTRICT IV**
ROSEMARIE SMALLCOMBE — **DISTRICT I**
MERLIN JONES — **DISTRICT II**
MARSHALL LONG — **DISTRICT III**

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO:	MIKE HEALY/Public Works Director
FROM:	RENÉ LaROCHE/Clerk of the Board
SUBJECT:	Selection of a New Burial Ground Site
RESOLUTION:	**19-549**

The following action was taken by the Mariposa County Board of Supervisors on **October 1, 2019:**

L.4. **Public Works RES-2019-549**

Selection of a New Burial Ground Site

Mike Healy gave the staff report accompanied by a PowerPoint presentation. During public comment, Rob Binder/Airport Advisory Committee, Stan Wheeler, and Rick Leinheuser spoke in opposition to the use of the airport site. Board discussion ensued.

ACTION: ***The Board selected Site number 3 as the site for the new Burial Ground.***

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Merlin Jones, District II Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Rosemarie Smallcombe, Merlin Jones, Kevin Cann, Miles Menetrey
NAYS:	Marshall Long

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive a Presentation from Mariposa County Health and Human Services for Results from the United States Department of Agriculture Office of Urban Agriculture and Innovative Production Planning Grant Food Security Survey

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from Mariposa County Health and Human Services for Results from the United States Department of Agriculture Office of Urban Agriculture and Innovative Production Planning Grant Food Security Survey.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This presentation was created to provide a better understanding of the food access challenges that residents face and to determine the presence and severity of food insecurity among Mariposa County residents using the USDA Food Security Module.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to hear the results from the United States Department of Agriculture Office of Urban Agriculture and Innovative Production Planning Grant Food Security Survey.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Final Mariposa HHSA Food Security and Community Gardening Study**
2. **2-20-24 Food Security Survey BOS Presentation**

VOTE RESULT

RESULT: **(UNANIMOUS)**
MOVER: None
SECONDER: None
AYES: None

2023 Food Security and Community Gardening Survey

Mariposa County
Health & Human
Services Agency

Objectives & Methodology

Objectives

There were three main objectives for this study.

- Determine the presence and severity of food insecurity among Mariposa County residents using the USDA Food Security Module.
- Better understand the food access challenges that residents face: How far do people have to drive for grocery shopping trips? How often to people eat fast food? What proportion of the population relies on food-assistance programs to put food on the table?
- Gauge public interest in community gardening: Do people think this is a good fit for Mariposa County? Are they likely to participate? Do people think it is important to put fresh fruits and vegetables on the table?
-

Methodology

Combination of Address-based sample (ABS) and HHSA-driven outreach.

ABS: Multi-mode outreach consisted of postcards, emails, text messages, and phone calls.

Total of 2,400 postcards sent. 1,900 sent to addresses where no other contact information was appended. An additional 1,500 postcards were sent to addresses in Coulterville, Greeley Hill, Fish Camp, and Wawona.

Mariposa County HHSA staff provided additional opportunities to take the survey by attending various community events, where residents could take the survey in-person (on a tablet).

These robust outreach methods resulted in 213 completed surveys. 178 respondents were reached through the ABS methodology, and 35 were reached through HHSA-driven outreach.

Weighting

Survey data are not perfectly representative of the populations of interest; thus, the data were weighted based on the following demographic factors:

1. Age within Gender
2. Income

The table to the right provides the unweighted and weighted proportions compared to the population data.

		Unweighted	Weighted	Demographics
Age	18-34	7%	26%	25%
	35-54	26%	25%	7%
	55-64	25%	7%	26%
	65+	7%	26%	25%
Income	Less than $50,000	26%	25%	7%
	$50,000 to $100,000	25%	7%	26%
	More than $100,000	7%	26%	25%

Income from 2021: ACS 1-Year Estimates Subject Table S1901
Age within gender from 2021: ACS 1-Year Estimates Subject Tables S0101

Executive Summary - Food Insecurity

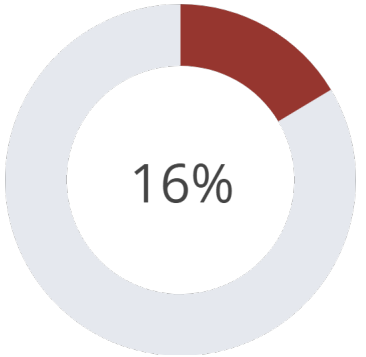
Food insecurity is a problem in Mariposa County

One in six households are food insecure, and 40% rely on some kind of food assistance program.

The cost and availability of fresh food affects all residents, but these challenges are felt disproportionately hard by those who are already struggling to put food on the table.

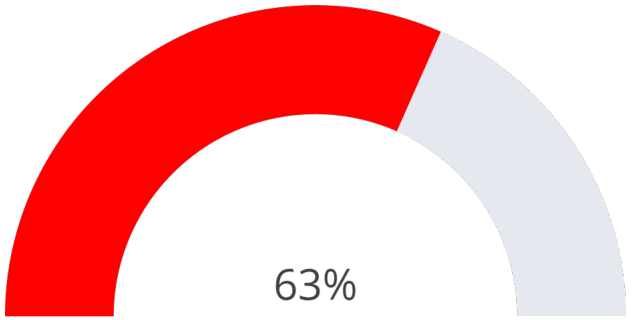
- Two-thirds of households with children are food insecure.
- Two out of five residents age 18 to 34 are food insecure.
- One-third of households with an income less than $50,000/year are food insecure.

Food Insecure Households

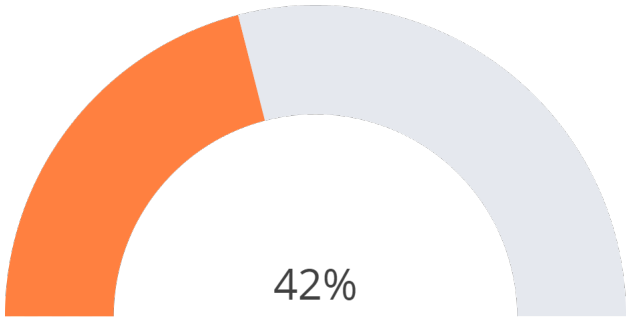


Food insecurity among...

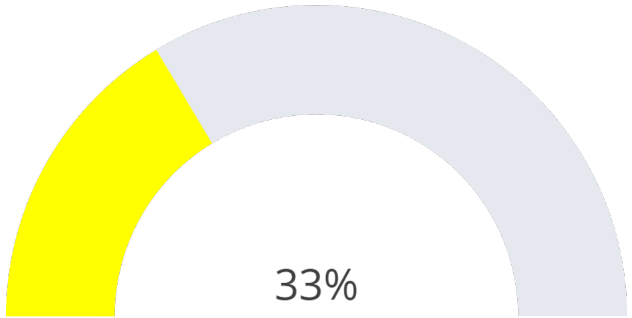
Households with Children



Residents 18 to 34



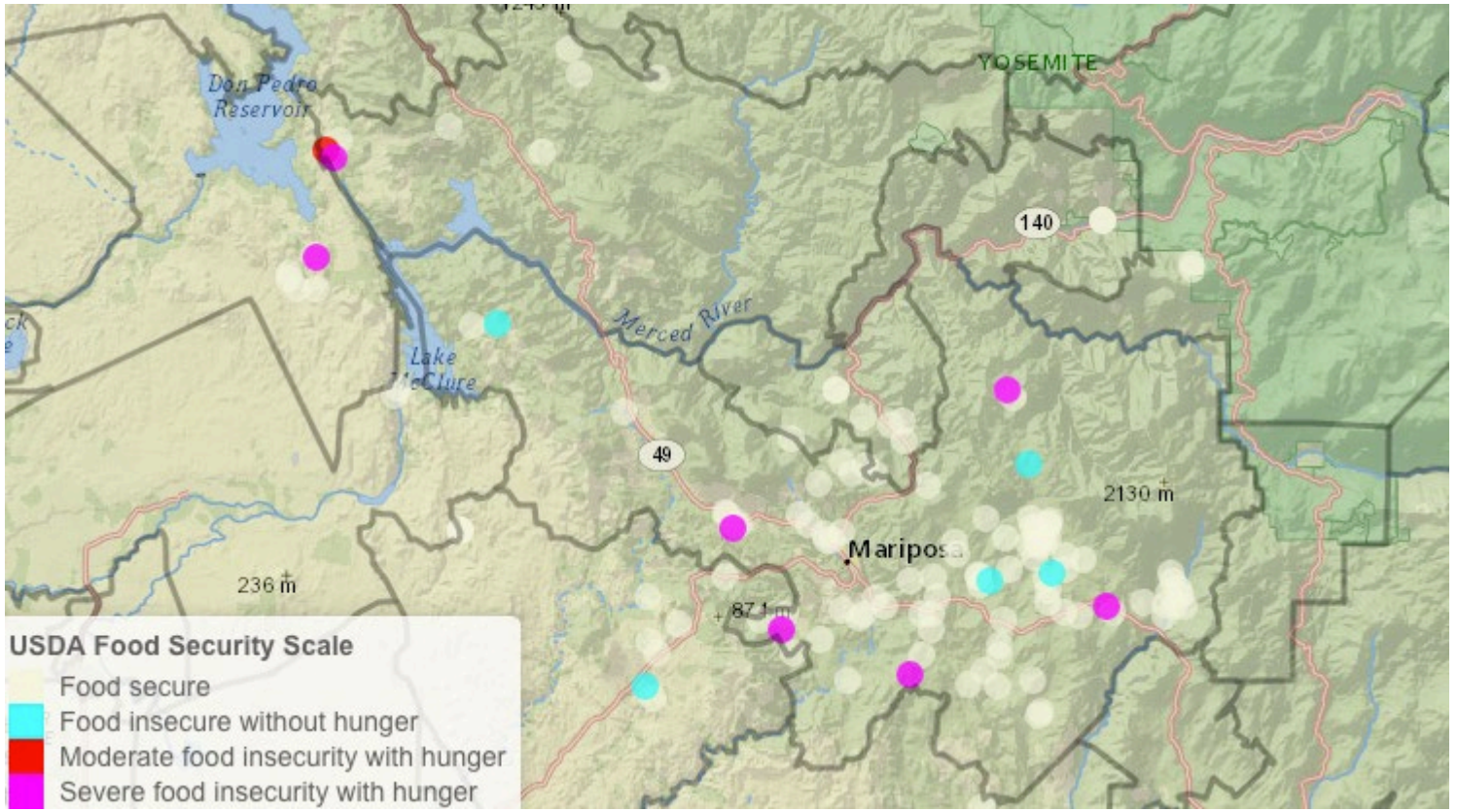
Households with sub $50,000 incomes



Food Security by Geography

Residents experiencing food insecurity were distributed relatively evenly throughout the sample area.

- One half of residents living in the Lake Don Pedro area had some level of food insecurity. Despite the small sample size (n=8), this is statistically significant, and we can say that there are higher levels of food insecurity in this area compared to other parts of Mariposa County.
- The 35 respondents who were reached through HHSA-driven outreach are not included on the map because their street addresses are not known.
- The table on the next page includes the food security data for all respondents, <u>including</u> the 35 residents who self-reported their neighborhood.



Food Security by Area, including self-reported neighborhood

In the Lake Don Pedro area, there is a statistically significant higher proportion of residents who are food insecure, compared to other areas in Mariposa County.

Column %	Bootjack, Lush Meadows, Jerseydale	Catheys Valley	Coulterville	El Portal	Greeley Hill	Hornitos	Lake Don Pedro	Mariposa	Midpines	Ponderosa Basin	Yosemite (West)	NET
Food Secure	91%	77%	100%	100%	100%	100%	44% ↓	79%	92%	77%	100%	84%
Food Insecure	9%	23%	0%	0%	0%	0%	56% ↑	21%	8%	23%	0%	16%

The red and blue text indicates statistically significant differences in the data, compared across the row.

Executive Summary - Support and Interest in Community Gardens

Support for community gardening is widespread

Those who are impacted by food insecurity are the most interested, and are most likely to participate in community gardens.

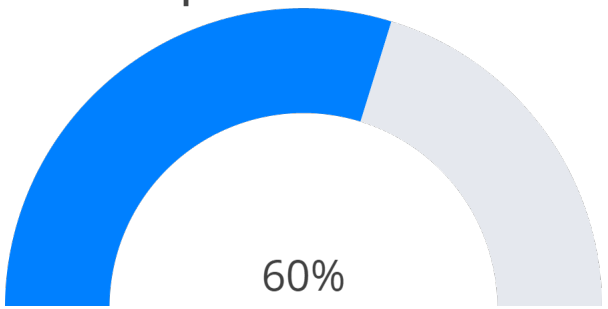
Overall Interest in Community Gardening

(Calculated score among all community garden activities)

1 = Not interested at all
5 = Extremely interested

Six out of ten households with children are extremely likely to participate in a school garden.

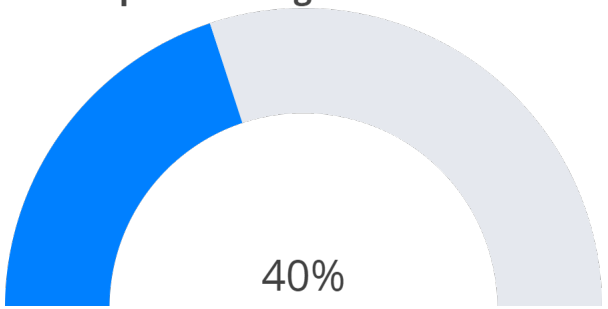
Participate in School Garden



Nearly all of this group thinks a community garden program that teaches children about nutrition and growing food would be a good fit for the County.

Two out of five residents age 18 to 34 are extremely likely to participate in a neighborhood community garden.

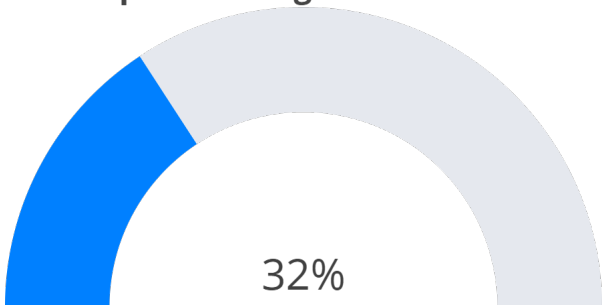
Participate in Neighborhood Garden



There is room for education. Only 6% of this group consider themselves "extremely knowledgeable" about gardening.

Three in ten low-income households are extremely likely to participate in a neighborhood garden.

Participate in Neighborhood Garden

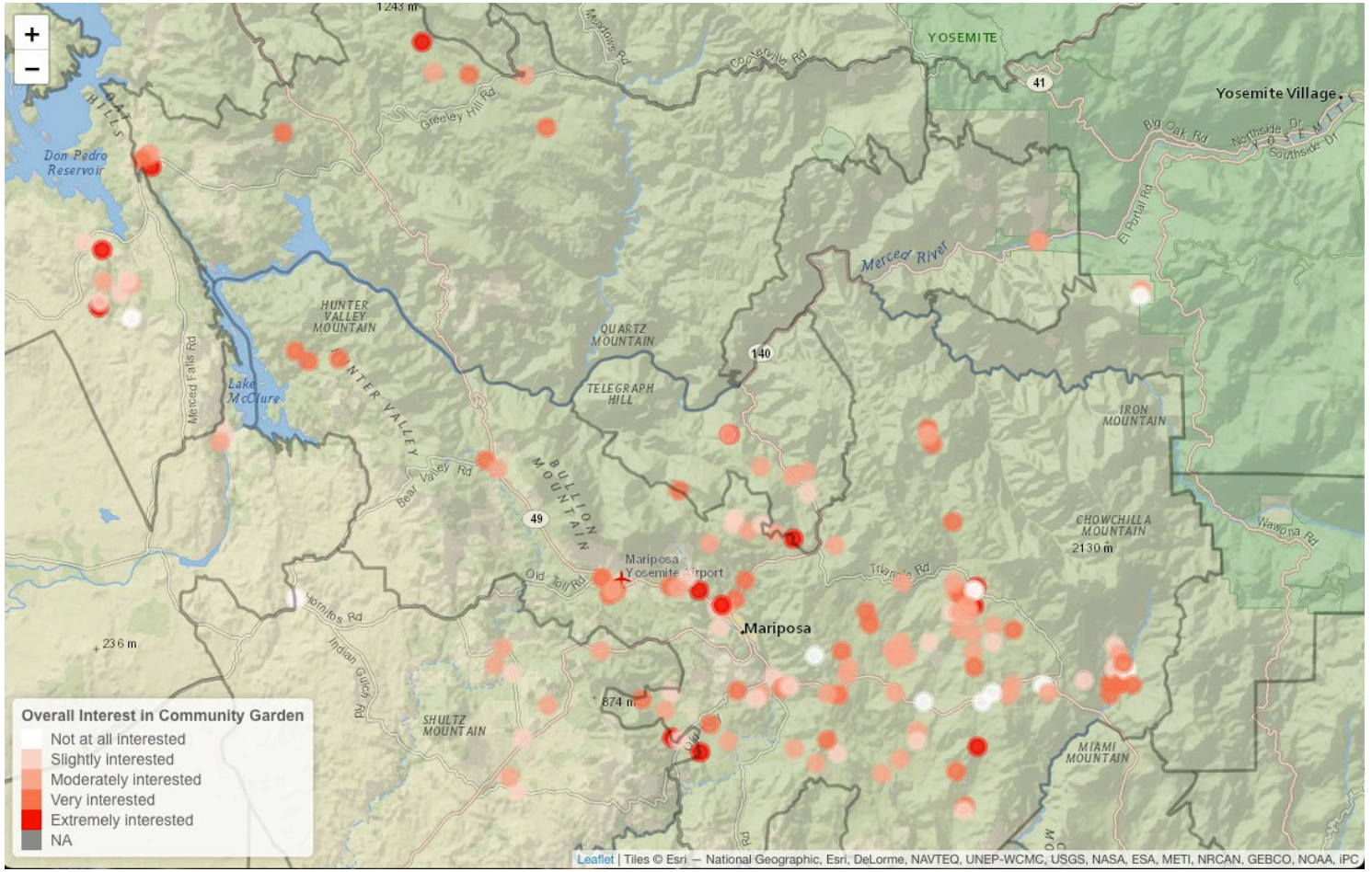


Level of Interest by Geography

The majority of residents are interested in community gardening. The responses are shown on a map for clearer visualization.

- There is not a clear epicenter of interest. Residents who are interested in community gardening are distributed evenly around Mariposa County.

- The 35 respondents who were reached through HHSA-driven outreach are not included on the map because their street addresses are not known.
- The table on the next page includes level-of-interest data for all respondents, including the 35 residents who self-reported their neighborhood.



Level of Interest by Area, including self-reported neighborhood

"Is someone in your household interested in gardening?"

When it comes to the level of household interest in gardening, there are no statistically significant differences by neighborhood.

Column %	Bootjack, Lush Meadows, Jerseydale	Catheys Valley	Coulterville	El Portal	Greeley Hill	Hornitos	Lake Don Pedro	Mariposa	Midpines	Ponderosa Basin	Yosemite (West)	NET
Yes	67%	68%	58%	55%	35%	58%	72%	64%	71%	64%	100%	65%
No	33%	32%	42%	45%	65%	42%	28%	36%	29%	36%	0%	35%

Executive Summary - Existing Knowledge and Expected Benefits

Mariposa County residents are interested in learning more about gardening.

Existing knowledge and interest

- Two-thirds of households are interested in gardening, but less than a quarter say they are extremely knowledgeable about it.
- 83% of residents age 18-34 are interested in participating in a community garden, but only 6% of residents in this age group say they are extremely knowledgeable about gardening. Comparatively, one-third of residents age 35-44 say they are knowledgeable, but interest is somewhat lower among older age groups.
- There is a need to provide learning opportunities for young, low-income residents. They are interested in gardening and likely to participate, but need some guidance.

Expected benefits - We asked residents to tell us more about how a community garden would benefit the part of Mariposa County where they live.

- Over half of people mentioned that a community garden would improve access to fresh food.
- There is a sentiment that community gardening will strengthen the community and provide a healthy, intergenerational social outlet

The three most popular topics of interest surrounding community gardening are...

- Growing fruits, vegetables, and herbs.
- Pollinator conservation and cultivating native plants.
- Learning about composting and soil maintenance.

Perception of Potential Benefits

"Community", "fresh", and "access" are common themes among residents when evaluating the potential benefits of community gardens.

"How would a community garden potentially benefit the part of Mariposa County where you live?"

(open ended question)

Food Insecurity Details - USDA Food security metric

What Is Food Security?

Food security for a household means that all members consistently have access to enough food for an active, healthy life. At a minimum, food security means:

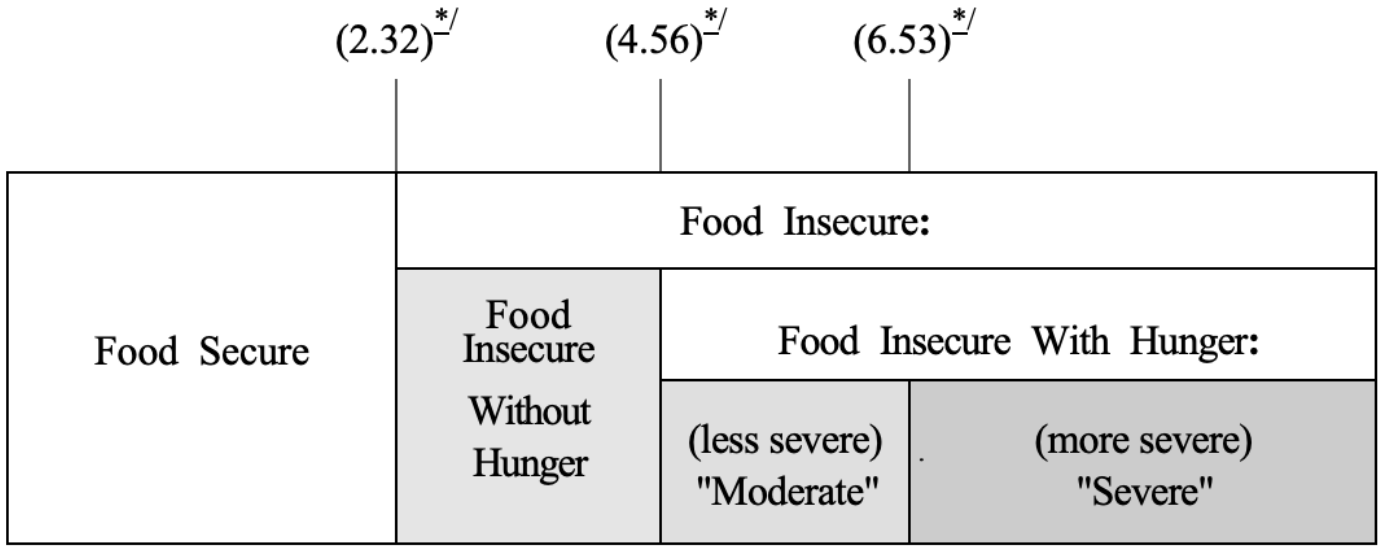
- The availability of nutritious and safe foods.
- The consistent ability to acquire acceptable foods, without resorting to emergency food supplies, scavenging, or stealing.
-

Is Food Security a problem in Mariposa County?

- The first 16 questions in the survey were dedicated to asking the full slate of questions from the U.S. Household Food Security Survey Module, which was developed by the USDA as a method of calculating the presence and severity of food insecurity in U.S. populations, among adults and children.
- Using the recommended data analysis methods provided by the USDA, we calculated the severity of food insecurity in Mariposa County.
- The output from this kind of data analysis is a simple numerical "food security score". More on how to interpret this food security score on the next page.

USDA Index Methodology

Take a look at the scale below.



Household Food Security Status -- *categorical measure*

- A population with a food security score of less that 2.32 is considered **food secure**.
- A score greater than 2.32 indicates **food insecurity**
- As we go up the scale, the severity of food insecurity increases.
- We can "cut" the data and look at the food security score for different demographics (i.e. age, whether there are children in the household, age, income, etc.)

Food Security Scores

Sixteen percent of Mariposa County households are food insecure. This is higher than the 2021 estimate from Feeding America's "Map the Meal Gap" research, which calculated 12.3% of Mariposa County households to be food insecure. For reference, California and the Nation's food insecurity rate are about ten percent.

Other food security findings from the 2023 Food Security and Community Gardening Survey:

- Two-thirds of Mariposa County households with children are food insecure.
- One-third of Mariposa County households with an income less than $50,000/year are food insecure.
- 42% of residents age 18-34 in Mariposa County are food insecure.

Food Security by Demographics

Mariposa County, overall

	%
Missing data	28%
Food secure	60%
Food insecure without hunger	4%
Moderate food insecurity with hunger	1%
Severe food insecurity with hunger	7%

Presence of children in household

Column %	Children in household	No children in household
Missing data	35%	25%
Food secure	24%	74%
Food insecure without hunger	14%	1%
Moderate food insecurity with hunger	3%	0%
Severe food insecurity with hunger	24%	0%

Age group

Column %	18 to 34	35 to 44	45 to 54	55 to 64	65 and older
Missing data	26%	25%	33%	23%	32%
Food secure	43%	67%	43%	69%	68%
Food insecure without hunger	16%	0%	12%	0%	0%
Moderate food insecurity with hunger	0%	0%	4%	2%	0%
Severe food insecurity with hunger	16%	8%	8%	7%	0%

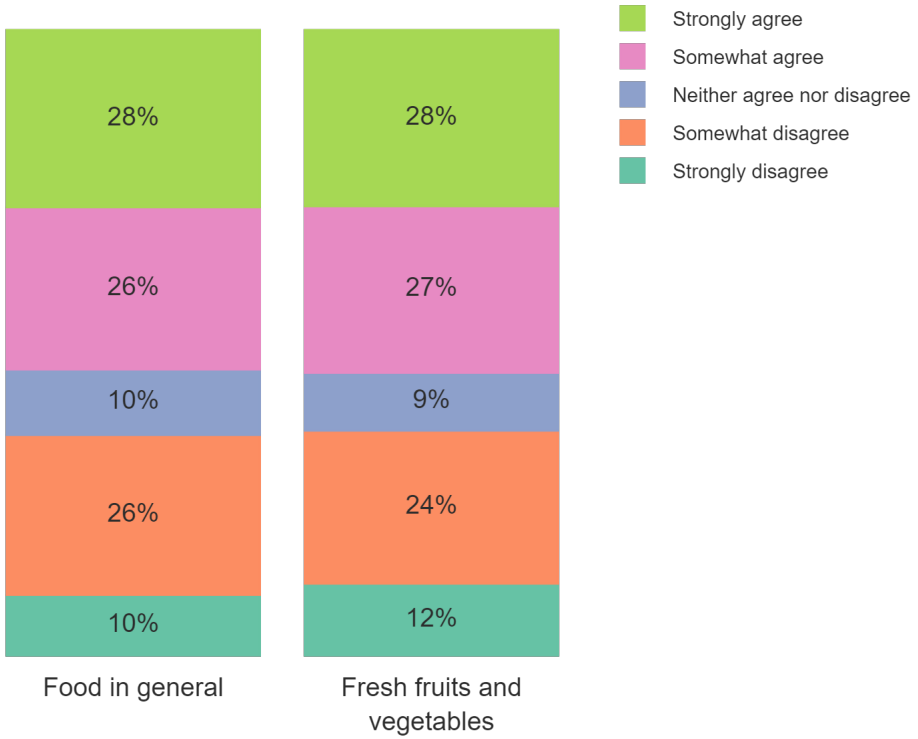
Income

Column %	Less than $50,000	$50,000 to $100,000	More than $100,000
Missing data	39%	24%	15%
Food secure	41%	70%	83%
Food insecure without hunger	8%	2%	2%
Moderate food insecurity with hunger	0%	3%	0%
Severe food insecurity with hunger	12%	2%	0%

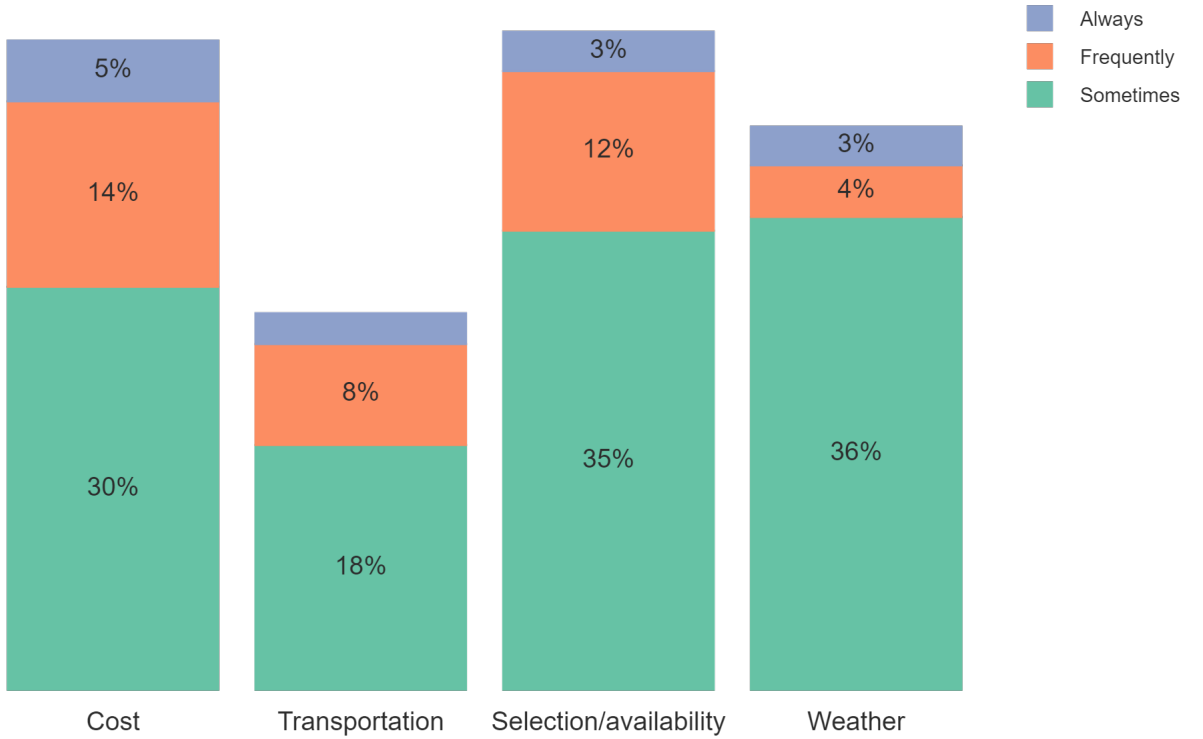
Food Access - Availability and Challenges

One-third of Mariposa County residents disagree with the statement that it is easy to access fresh fruit and vegetables, and food in general. Availability and cost of food are the challenges residents encounter most often, although weather and road conditions have been a significant challenge within the past year.

In terms of selection and availability, it is easy to access the following for my household.



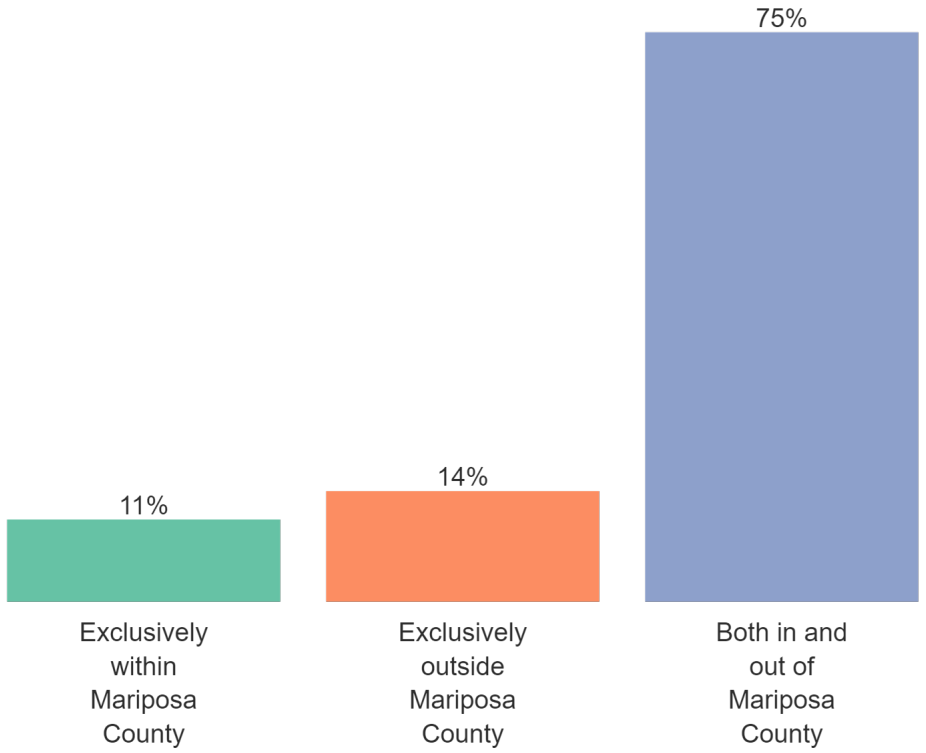
How often do you find it challenging to provide your household with food due to the following factors?



Grocery Shopping Behaviors, Part 1

9 out of 10 residents go outside of Mariposa County to acquire some or all of the food for their household. On average, more than half of this food comes from grocery trips to stores outside the County. Less than half of this food comes from stores or farmers markets within Mariposa county. Very little of this food is sourced through gardening, hunting, or foraging.

When you shop for food, do you shop...

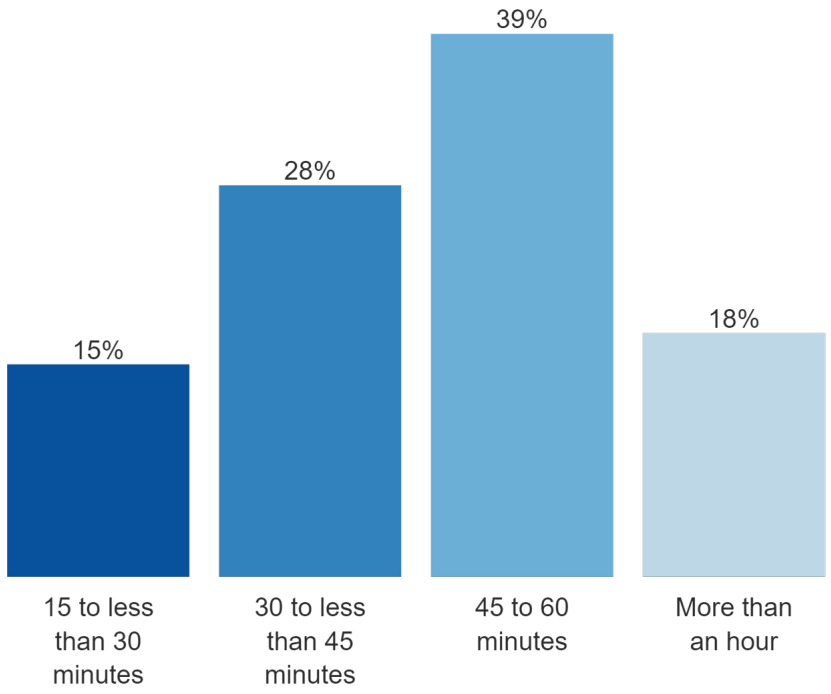


How much of your household food comes from the following sources?

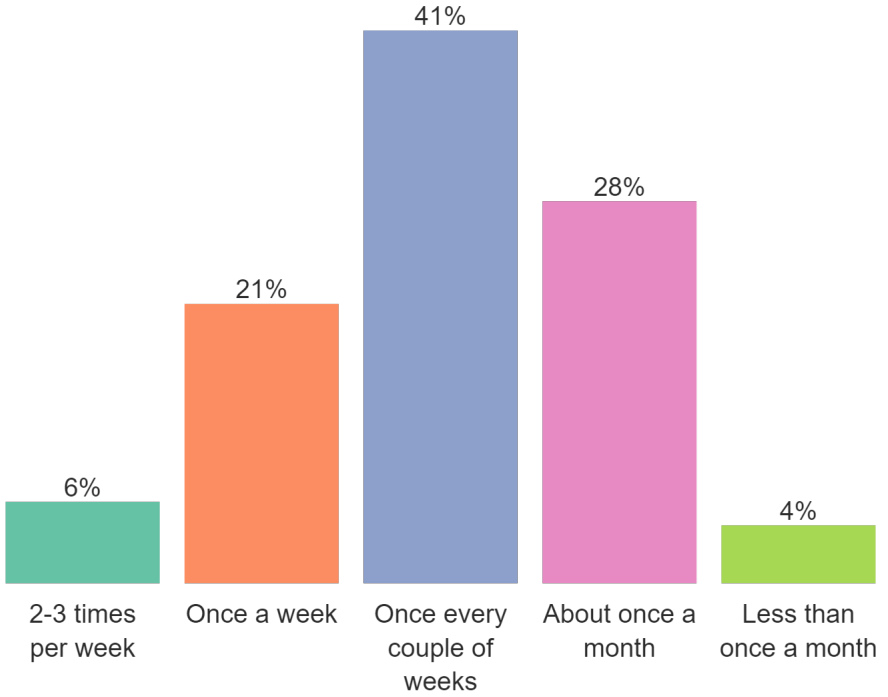
Grocery Shopping Behaviors, Part 2

More than half of residents drive 45 minutes or more, one-way, to acquire food outside of Mariposa County. One quarter of residents leave the County at least once a week to acquire groceries.

On your average trip, how long does it take to drive one-way for your shopping trips outside of Mariposa County?



How often do you take grocery trips outside of Mariposa County?

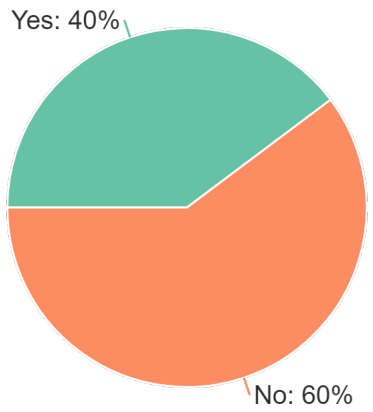


Food Assistance Programs

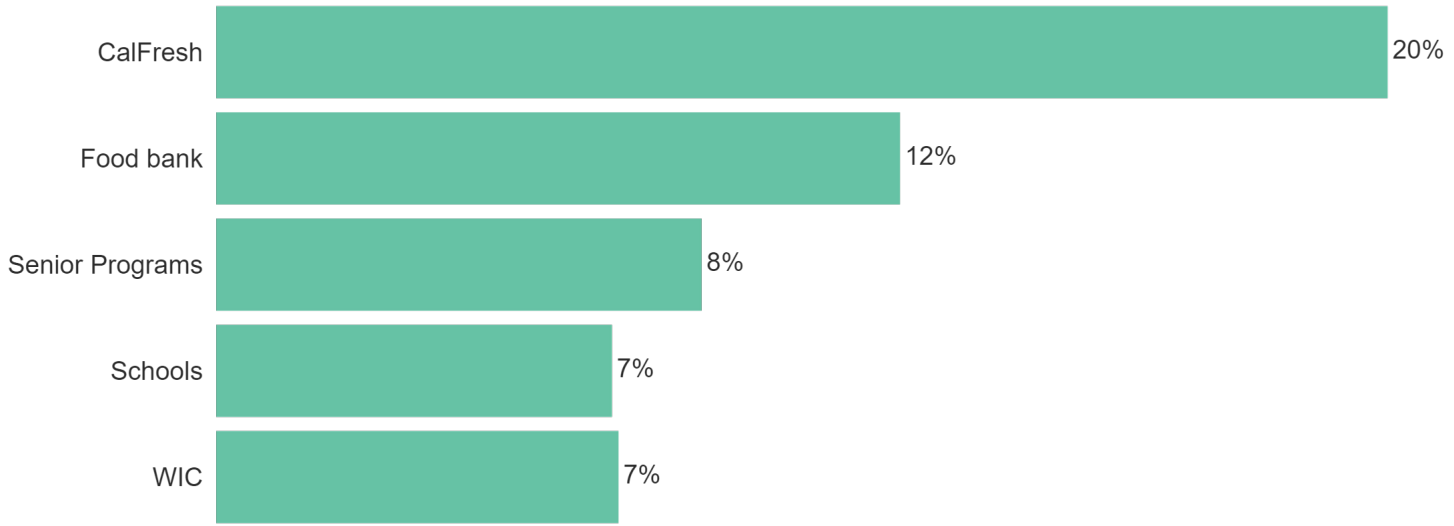
40% of Mariposa County households use food assistance programs.

- Households with children are twice as likely as households without children to utilize food assistance programs.
- One-third of residents age 18-34 utilize CalFresh and WIC to put food on the table.

Does your household receive food assistance?

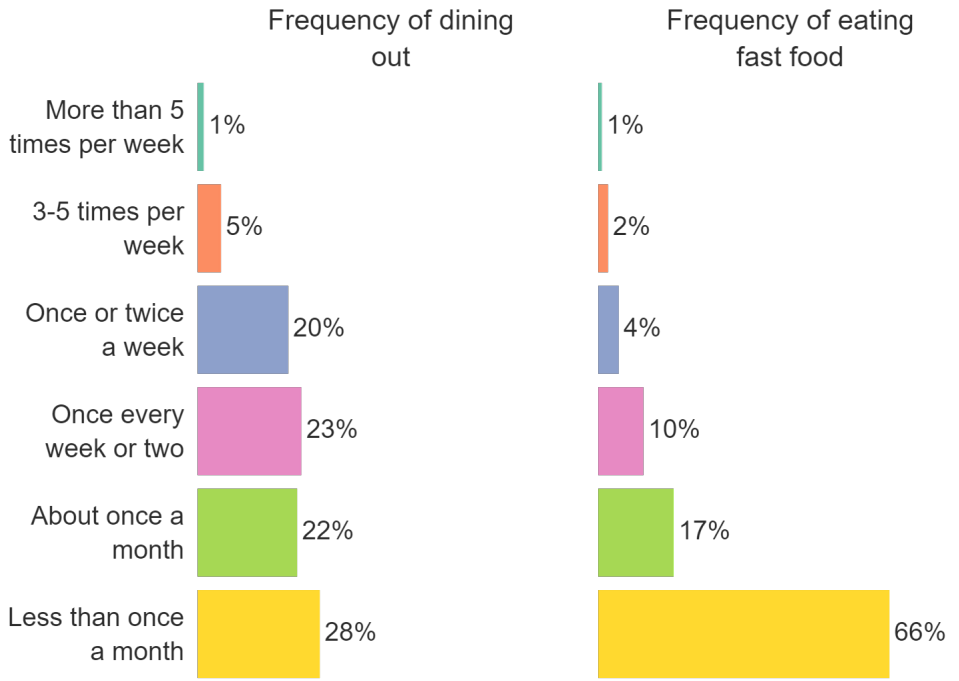


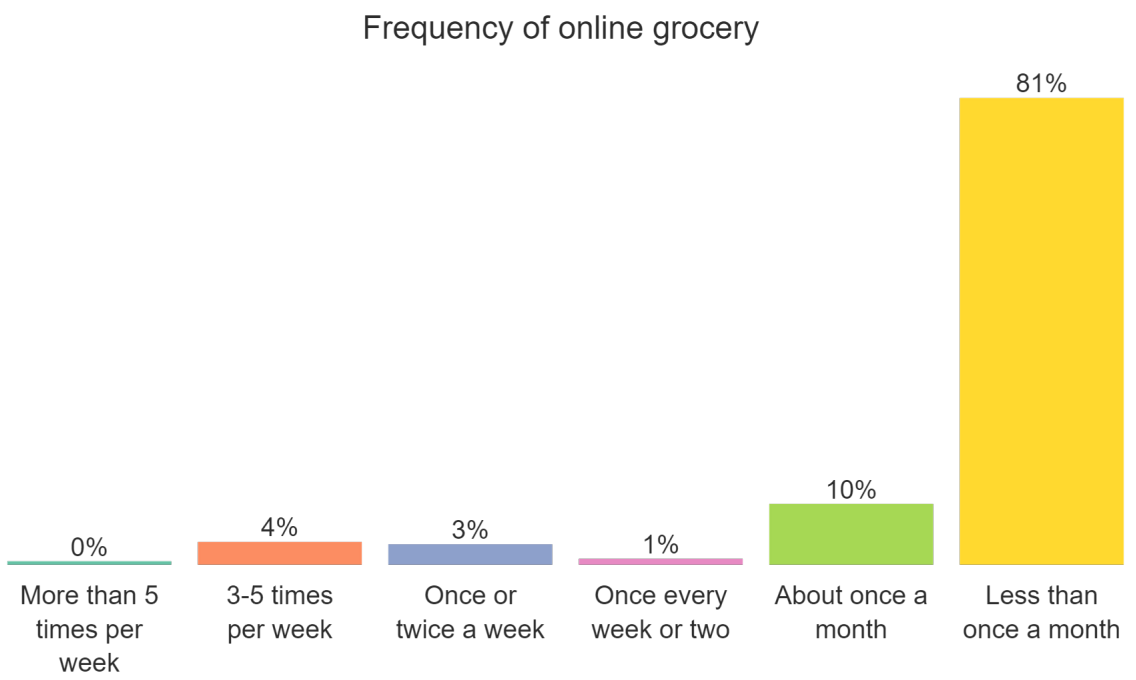
From which of the following does your household sometimes receive meals or food assistance?



Dining out

One quarter of Mariposa County households eat out once a week or more. Only 5% of households eat fast food once a week or more. 90% of households rarely or never use online grocery delivery programs.



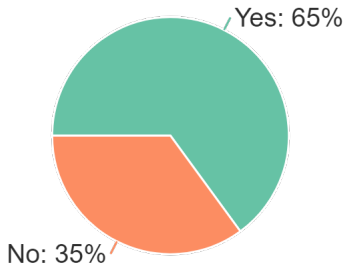


Interest in and Knowledge about Gardening

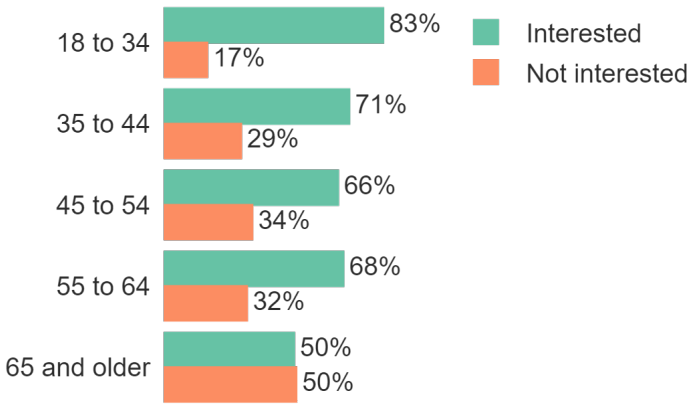
Mariposa County residents are interested in gardening and need education on it.

- While 83% of residents age 18-34 are interested in gardening, only 6% feel they are extremely knowledgeable about gardening.
- Three-quarters of households with children indicated that they are interested in gardening.

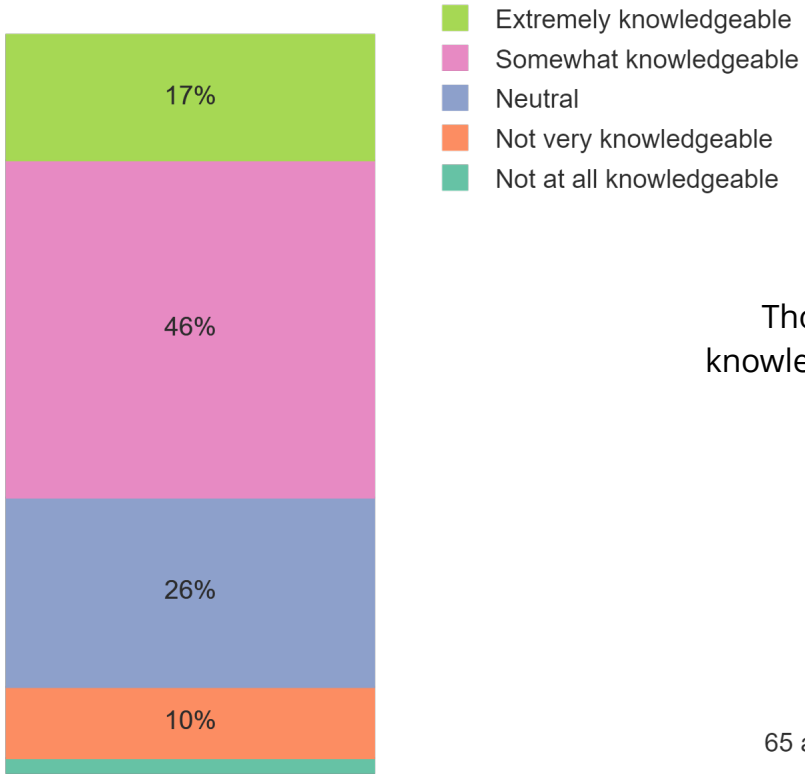
Is someone in your household interested in gardening?



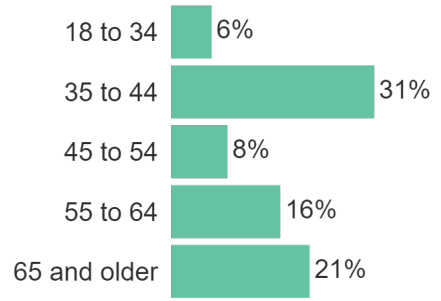
Those who are interested in gardening, by age group.



How would you rate your knowledge of gardening?



Those who are extremely knowledgeable about gardening, by age group

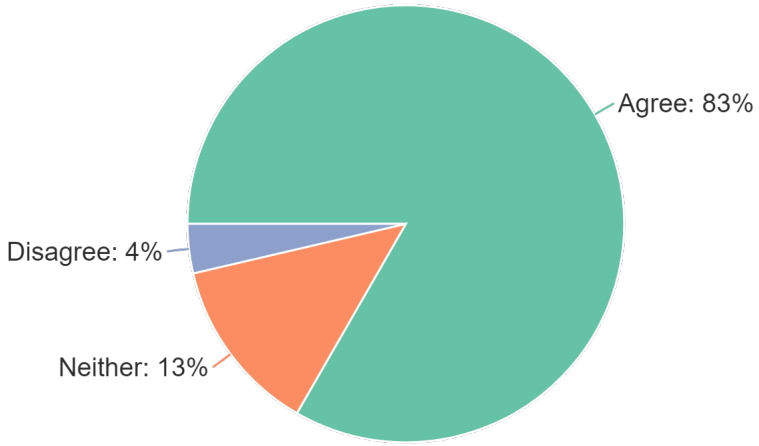


Is Community Gardening a Good Fit?

Residents agree that community gardening is a good fit for Mariposa County. This is consistent across all age and income groups.

- Education-focused community gardens are the most popular type of garden.
- This is consistent across age and income demographics, as well as households with and without children.

"Community gardening is a good fit for Mariposa County."



Those who agree that the following types of rural community gardens would be appropriate for Mariposa County.

Likelihood of Participation

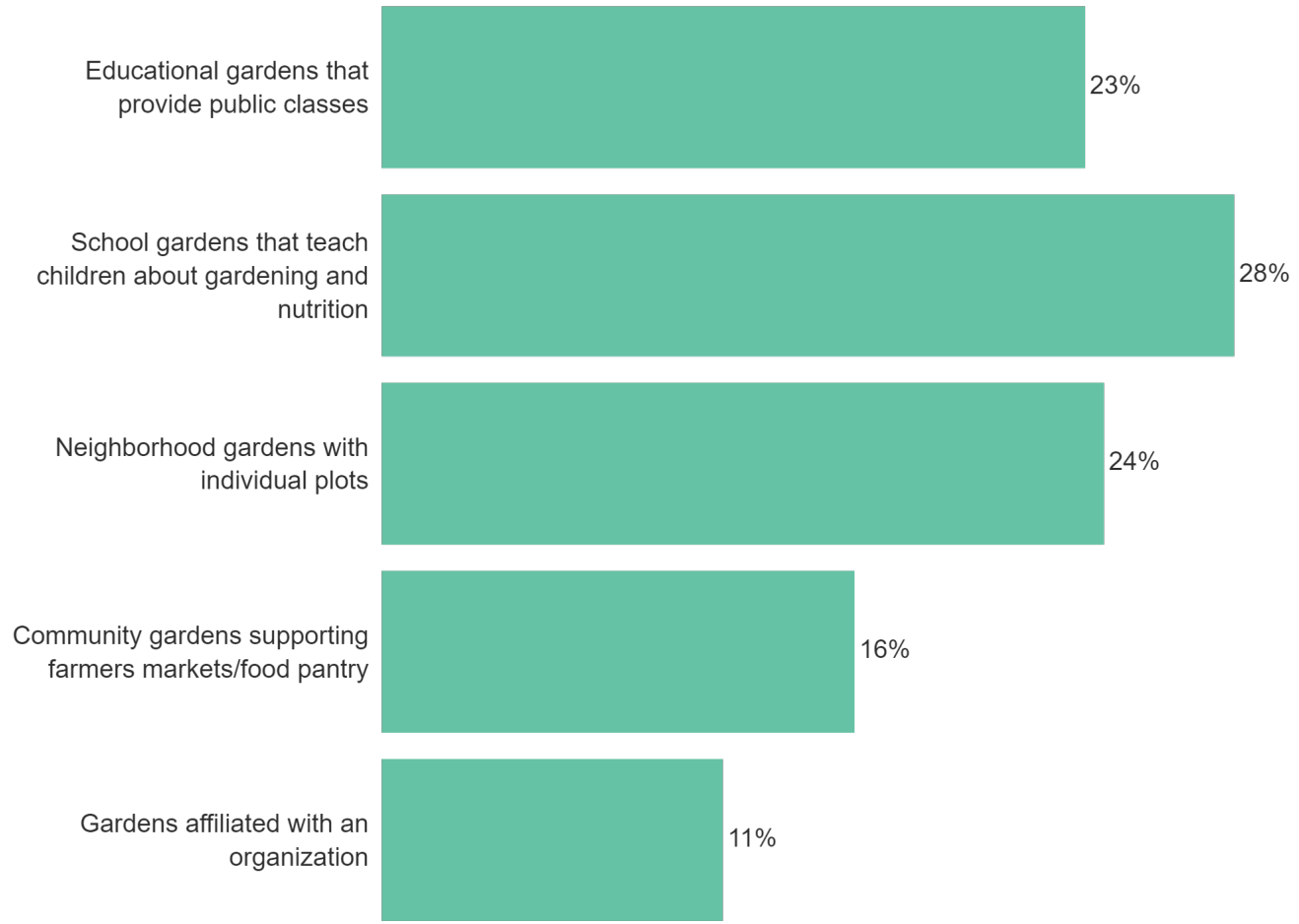
About half of Mariposa County residents indicated that they are likely to participate in a community garden with an educational focus.

- 40% of residents age 18-34 indicated that they are extremely likely to participate in this kind of community garden.

28% of residents indicated that they are extremely likely to participate in a community garden with an emphasis on teaching children.

- Nearly two-thirds of households with children indicated they were extremely likely to participate in this kind of community garden.

Those who are extremely likely to participate in a community garden



Give us your thoughts - Food Access Challenges

"We'd like to hear you describe the challenges or problems with access to food that you see Mariposa County residents having. Please leave any comments you'd like to share."

(*Coded responses from open-ended question*)	%
High cost of food	48%
Availability of fresh fruits and vegetables	27%
Transportation	18%
Quality of fresh fruits and vegetables	12%
General positive comments about community gardening	5%
Need a weekend farmers market	5%
Weather events	2%
I do not have any challenges	13%

We asked people to give us their unfiltered thoughts about the challenges of food-access in Mariposa County:

- Nearly half of responses mentioned the high cost of food.
  - Inflation in general is a problem.
  - There was a common sentiment that the local grocery store is far too expensive to consider as a viable option for fresh and healthy food.
- One quarter of responses mentioned that there is an availability problem when it comes to fresh fruits and vegetables. Quality is also an issue.
- Having to drive far away for food is a challenge, especially during inclement weather, and especially for seniors.

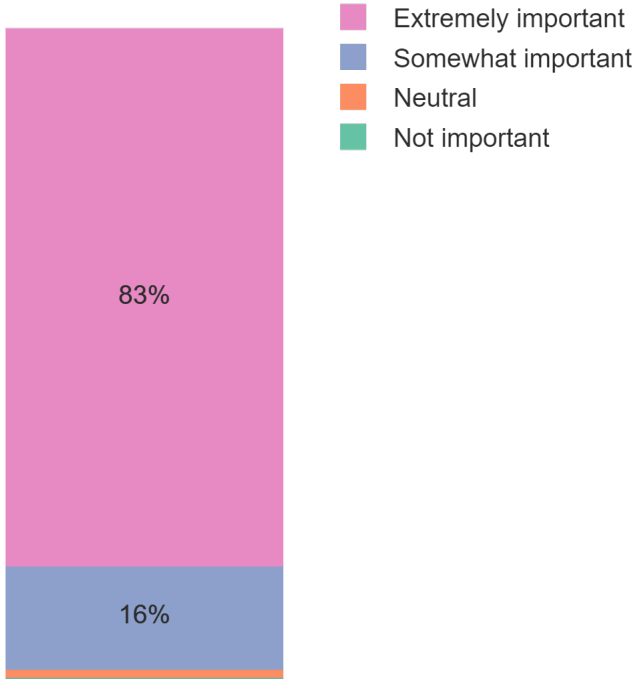
Food Access Challenges - Word Cloud

"Expensive", "transportation", and "selection" are common themes among residents when discussing the food-access challenges in Mariposa County.

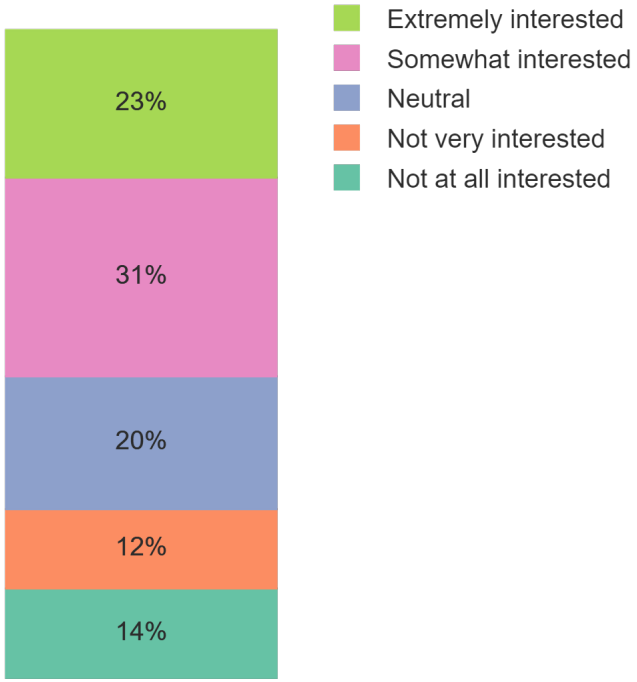
Importance of nutrition, interest in education

Nearly all residents think that eating fresh fruits and vegetables is important. Half of residents are interested in learning more about nutrition and healthy eating for their household. Nearly all residents think that it is important for children to learn about nutrition and healthy eating.

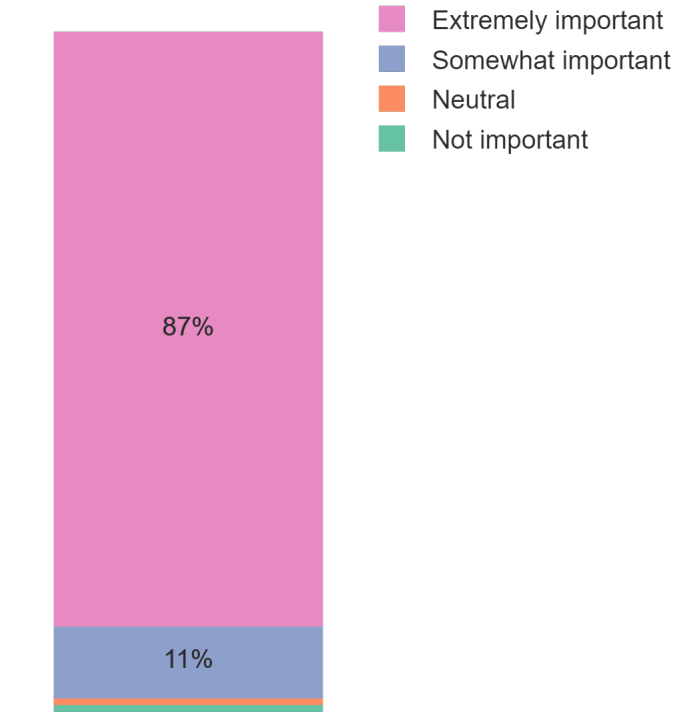
How important is it to you and other members of your household to eat fresh fruits and vegetables?



How interested are you in learning more about nutrition and healthy eating for your household?



How important it is for children to learn about nutrition and healthy eating?

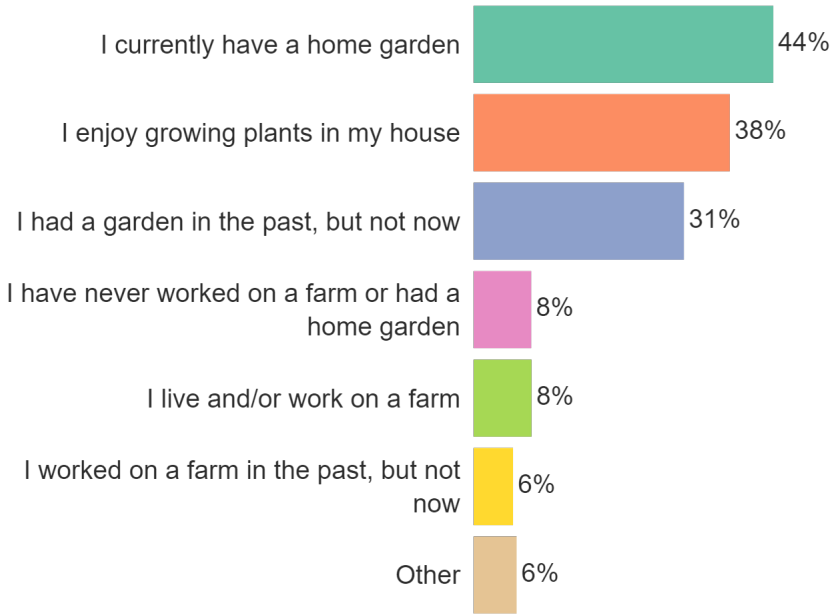


Gardening Experience

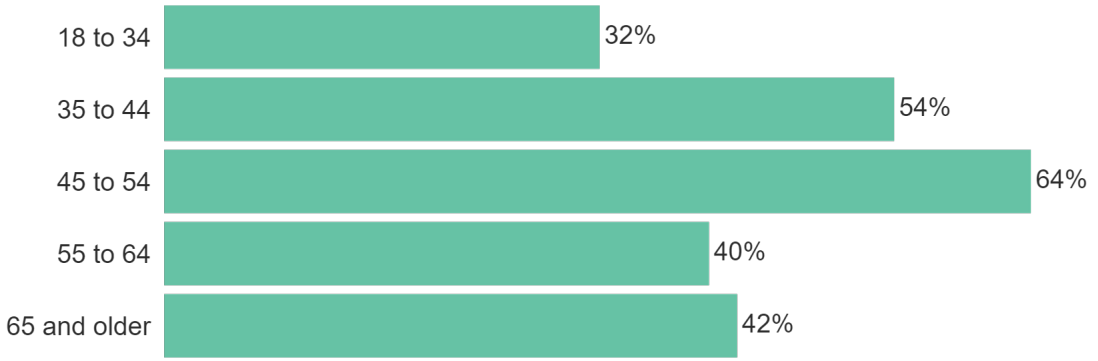
Two out of five households currently have a home garden.

- Young residents and residents with children in the household are less likely to currently have a home garden.
- These are the exact demographics who have the highest rate of food insecurity AND the highest level of interest in community gardening.

Which of the following describes your personal experience with plants, gardening, or agriculture?



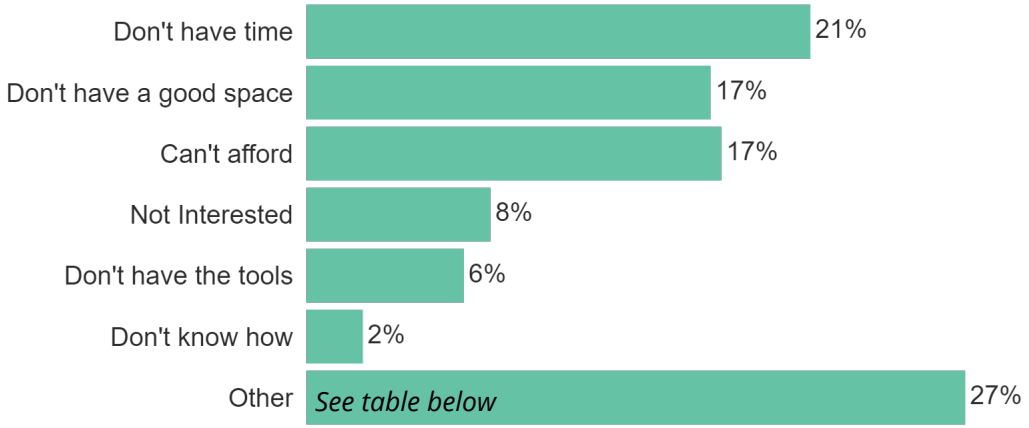
"I currently have a home garden" by age group



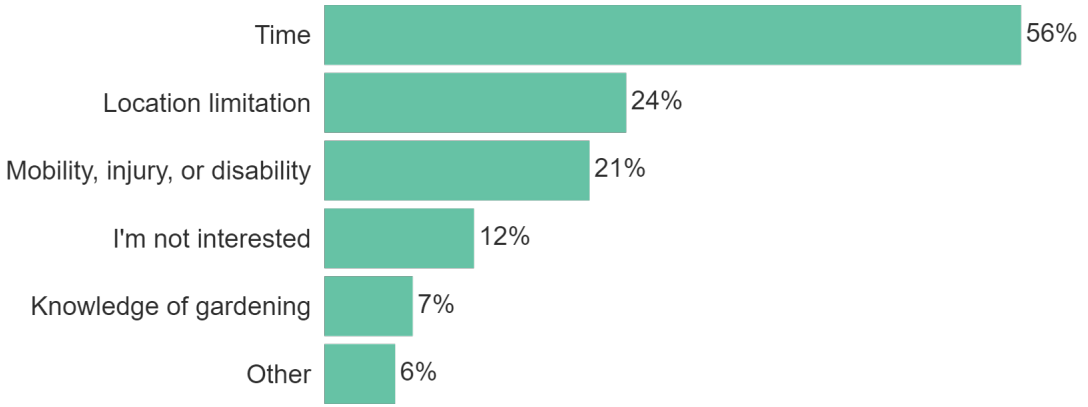
"I currently have a home garden" by household composition

What prevents people from gardening?

Why don't you currently have a home garden?



What would prevent you from participating in a community garden?



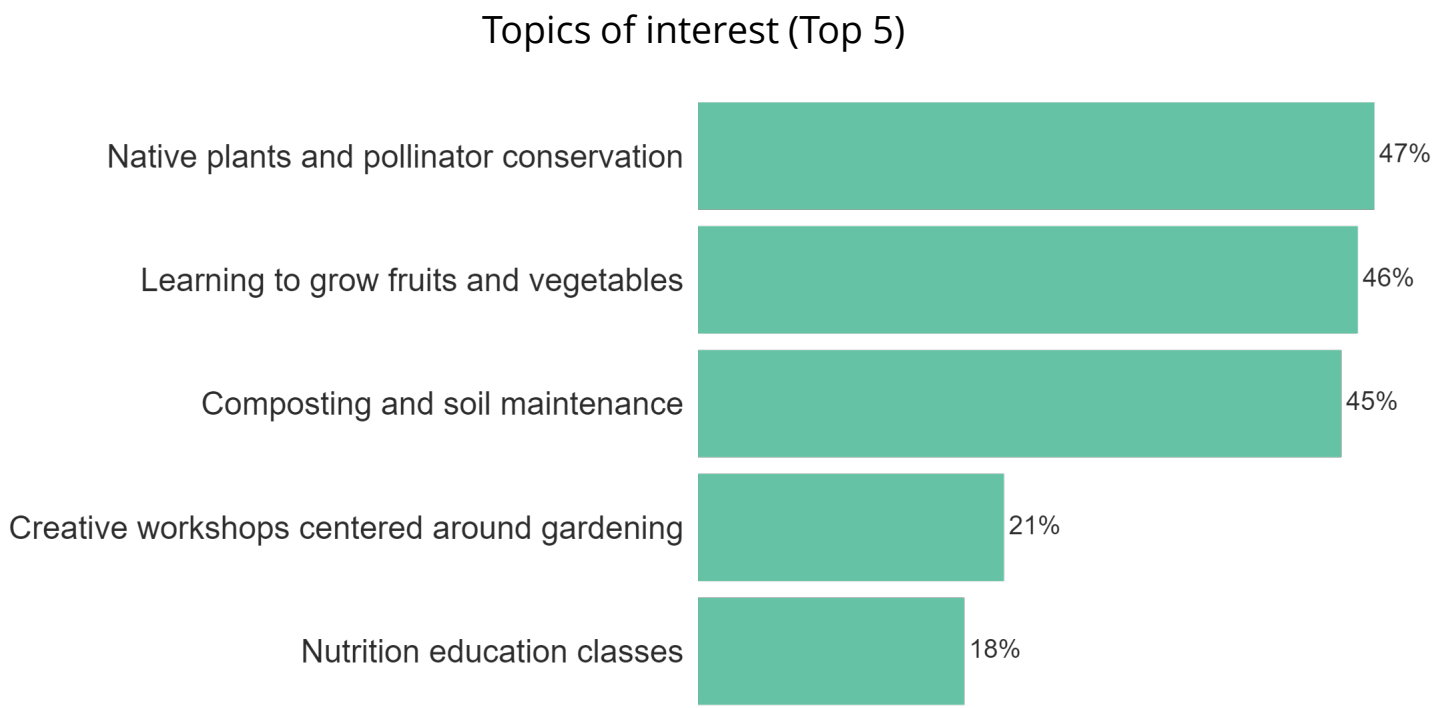
"Other" responses (coded)	%	Count
Wildlife and pests	39%	17
It's too much work by myself	39%	17
Poor soil quality on my property	14%	6
Don't have the money for upkeep	9%	4
Weather this year made it difficult	5%	2
No water on property	5%	2

Starting and maintaining a home garden requires time, money, knowledge, and a good space to garden. Despite a high level of interest, these factors are keeping Mariposa County residents from gardening at home, especially younger residents, who tend to be more food insecure than older residents.

Topics of Interest

In addition to learning how to grow fresh and healthy food, nearly half of residents indicated an interest in learning about pollinator conservation and soil maintenance techniques like composting.

- These interest levels are consistent across demographics like age, income, and whether there are children in the household.

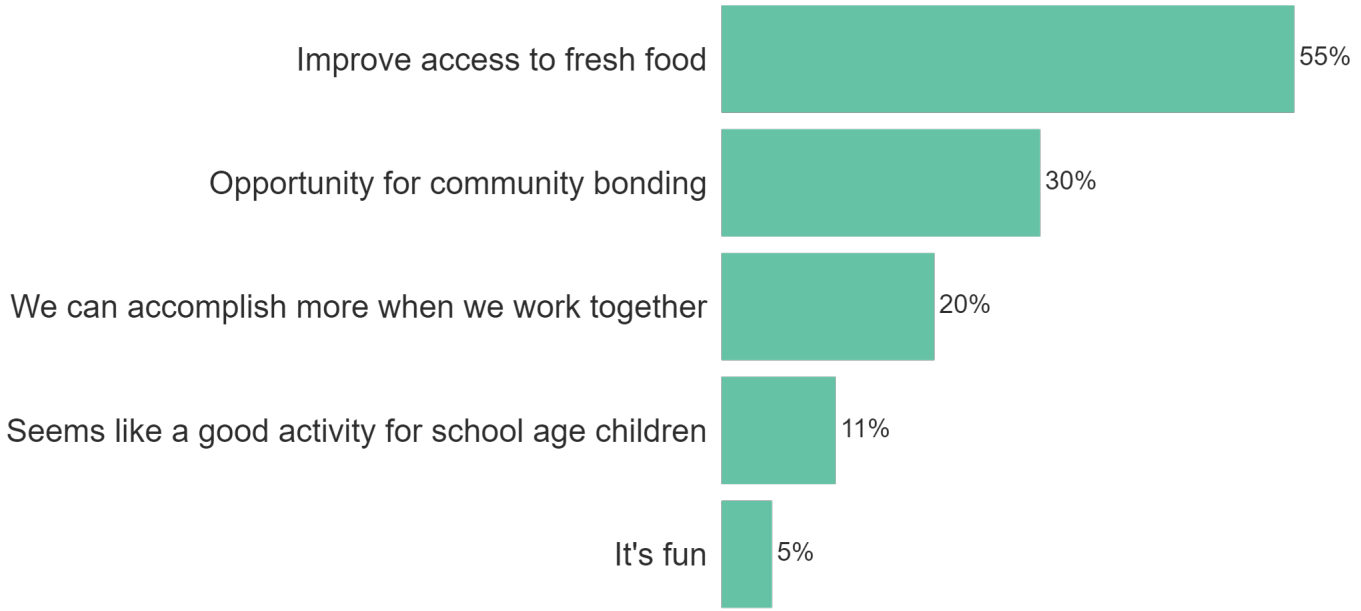


Give us your thoughts - Benefits of Community Gardening

"How would a community garden potentially benefit the part of Mariposa County where you live?"

(open ended question)

The majority of residents think that community gardening would improve the fresh-food access situation in the County. People think community gardening will strengthen the community and provide residents with an inter-generational outlet to get some fresh air, learn new skills, and play a role in the long-term health of the community and its residents.



Benefits of a Community Garden - Word Cloud

"Community", "fresh", and "access" are common themes among residents when evaluating the potential benefits of community gardens.

"How would a community garden potentially benefit the part of Mariposa County where you live?"

(open ended question)

Best Location for a Community Garden - Word Cloud

Mariposa, Bootjack, Lushmeadows, and Midpines came up the most often when we asked residents, **"What location do you think would be best for a community garden near you?"**

USDA
Food Security & Community Gardening Survey Presentation

Health & Human Services Agency

Mariposa County

Healthy. Safe. Thriving.

02/20/2024

Introduction

Objectives

- Determine the presence and severity of food insecurity among Mariposa County residents using the USDA Food Security Module.
- Better understand the food access challenges that residents face: How far do people have to drive for grocery shopping trips? How often to people eat fast food? What proportion of the population relies on food-assistance programs to put food on the table?
- Gauge public interest in community gardening: Do people think this is a good fit for Mariposa County? Are they likely to participate? Do people think it is important to put fresh fruits and vegetables on the table?

Food Insecurity

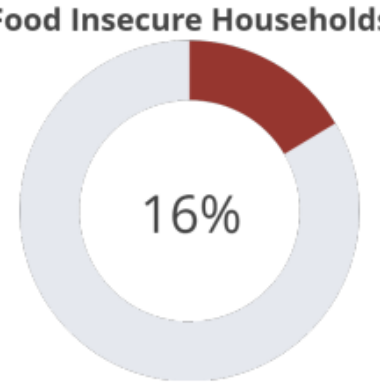
The Numbers

Food insecurity is a problem in Mariposa County

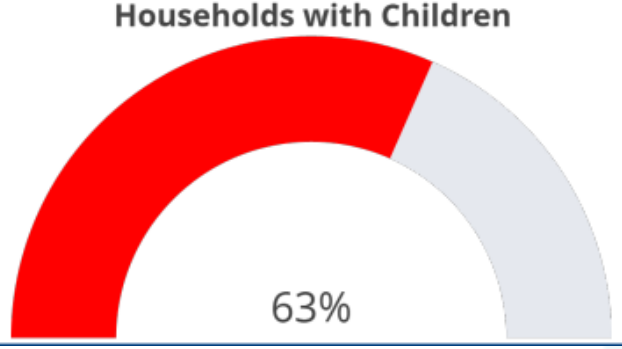
One in six households are food insecure, and 40% rely on some kind of food assistance program.

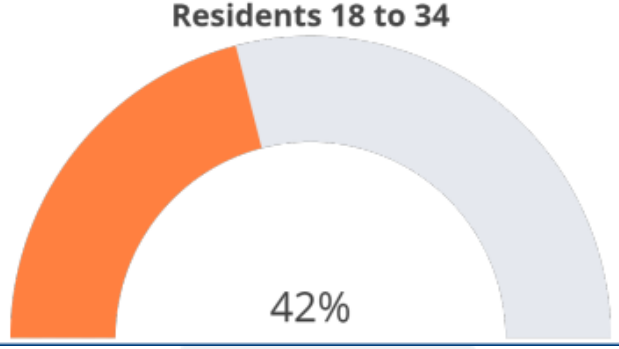
The cost and availability of fresh food affects all residents, but these challenges are felt disproportionately hard by those who are already struggling to put food on the table.

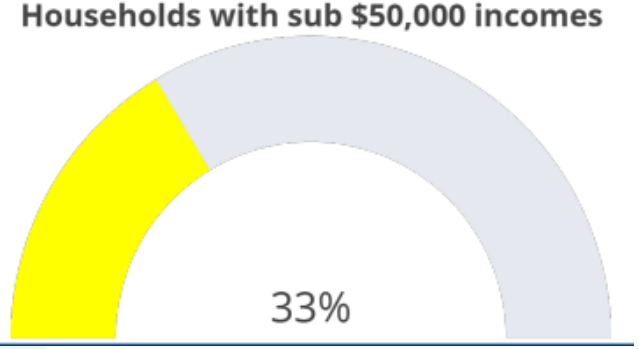
- Two-thirds of households with children are food insecure.
- Two out of five residents age 18 to 34 are food insecure.
- One-third of households with an income less than $50,000/year are food insecure.



Food insecurity among...







Food Insecurity

The Numbers

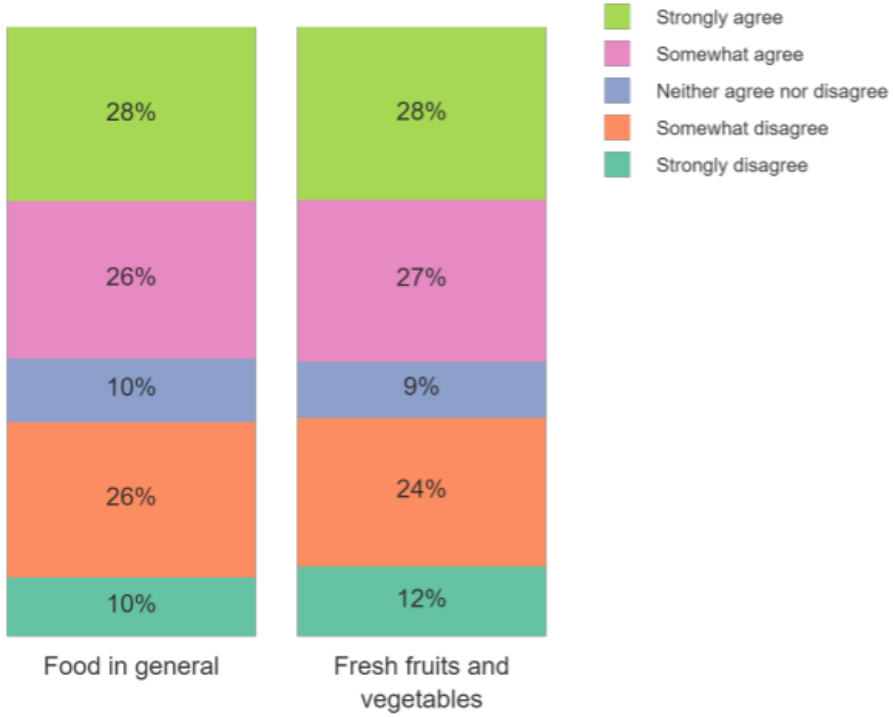
- One in six households are food insecure, and 40% rely on some kind of food assistance program. The cost and availability of fresh food affects all residents, but these challenges are felt disproportionately hard by those who are already struggling to put food on the table.
- Two-thirds of households with children are food insecure.
- Two out of five residents age 18 to 34 are food insecure.
- One-third of households with an income less than $50,000/year are food insecure.

Food Access

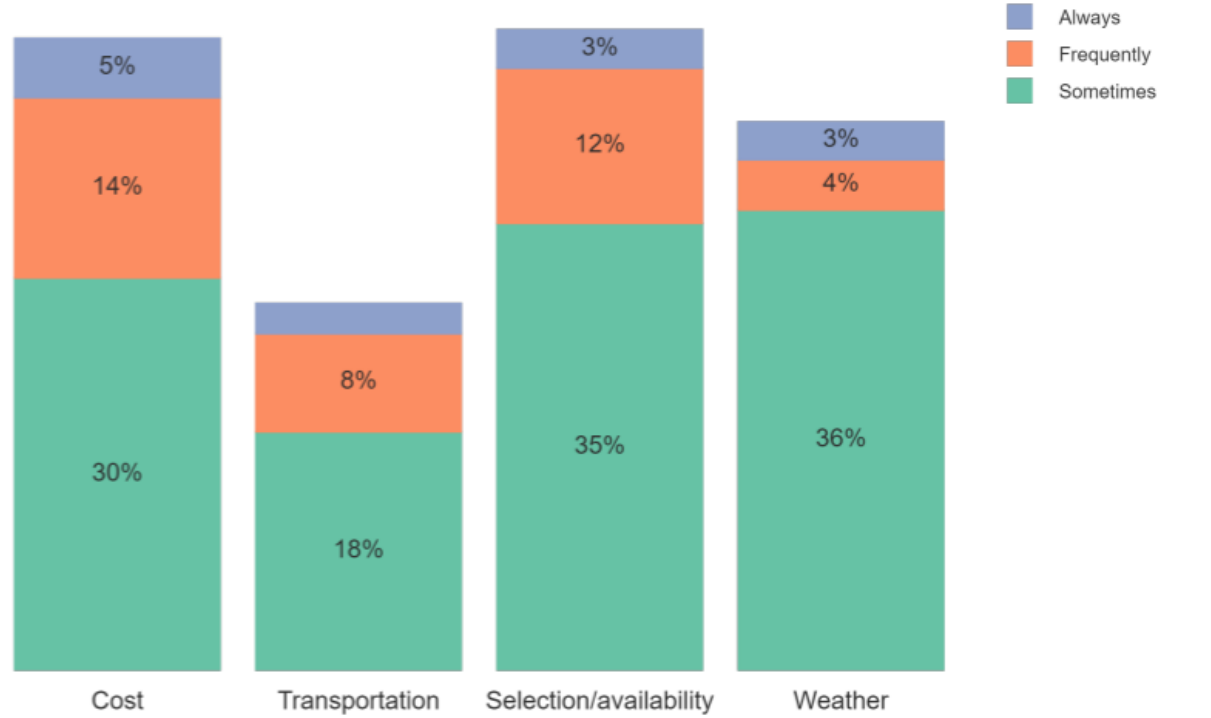
The Numbers

One-third of Mariposa County residents disagree with the statement that it is easy to access fresh fruit and vegetables, and food in general. Availability and cost of food are the challenges residents encounter most often, although weather and road conditions have been a significant challenge within the past year.

In terms of selection and availability, it is easy to access the following for my household.



How often do you find it challenging to provide your household with food due to the following factors?



Food Access

The Numbers

- One-third of Mariposa County residents disagree with the statement that it is easy to access fresh fruit and vegetables, and food in general. Availability and cost of food are the challenges residents encounter most often
- 9 out of 10 residents go outside of Mariposa County to acquire some or all of the food for their household. Less than half of this food comes from stores or farmers markets within Mariposa county.
- More than half of residents drive 45 minutes or more, one-way, to acquire food outside of Mariposa County. One quarter of residents leave the County at least once a week to acquire groceries.

Community Gardening

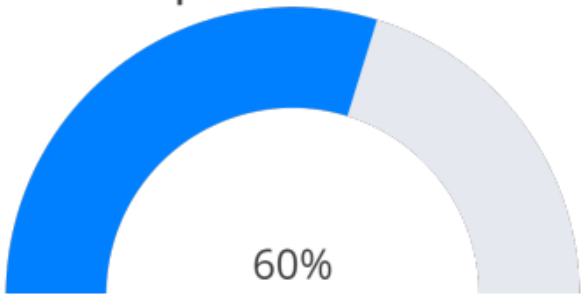
The Numbers

Support for community gardening is widespread

Those who are impacted by food insecurity are the most interested, and are most likely to participate in community gardens.

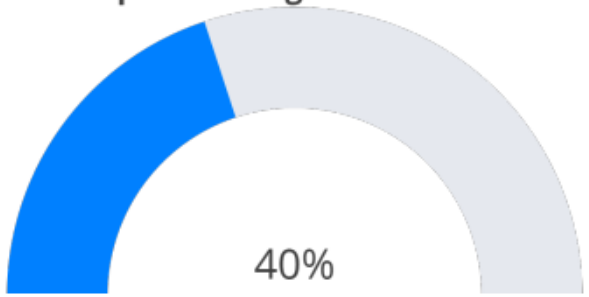
1 = Not interested at all
5 = Extremely interested

Six out of ten households with children are extremely likely to participate in a school garden.



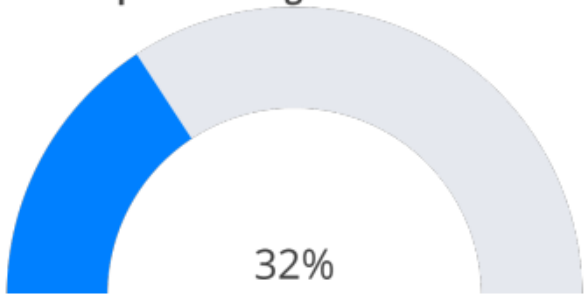
Nearly all of this group thinks a community garden program that teaches children about nutrition and growing food would be a good fit for the County.

Two out of five residents age 18 to 34 are extremely likely to participate in a neighborhood community garden.



There is room for education. Only 6% of this group consider themselves "extremely knowledgeable" about gardening.

Three in ten low-income households are extremely likely to participate in a neighborhood garden.



Community Gardening

The Numbers

- Two-thirds of households are interested in gardening, but less than a quarter say they are extremely knowledgeable about it.

- 83% of residents age 18-34 are interested in participating in a community garden, but only 6% of residents in this age group say they are extremely knowledgeable about gardening. Comparatively, one-third of residents age 35-44 say they are knowledgeable, but interest is somewhat lower among older age groups.

- Over half of people mentioned that a community garden would improve access to fresh food.

Community Quotes

What location do you think would be best for a community garden near you?

- Downtown Mariposa, Miwumati Family Healing Center, County Park, near the Laundromat, Fairgrounds, near the senior housing, Jones Street vacant lot
- Public or County land
- Businesses with a little extra space, a small lot purchased with raised funds in town, people's houses that volunteer
- Happy Goat Farm
- Lushmeadows, Association Clubhouse
- Bootjack, behind the White House, Fish and Game, Jr. High site, near Sportsman's Cafe
- Catheys Valley, McCay Hall
- North County, near the Greeley Hill Senior Center, School, Don Pedro Market

Community Quotes

What are the challenges or problems with access to food that you see residents having?

- Cost of healthy foods, Expensive, prices are high, costs have gone up, inflation, high mark-up
- Lack of variety of fresh fruits and plants, items are frequently out of stock, lack of local store, poor selection, availability due to allergies
- Quality if terrible, goes bad fast, power outages spoiling food
- Not being approved for Cal Fresh
- Transportation, weather, snowed in, travel distances
- Lots of junk food

Community Quotes

How would a community garden benefit the part of Mariposa County where you live?

- Assist elderly, can help hungry families, sharing
- Food access for those that don't like to travel, lower costs
- Creating community, community involvement and inclusion, meaningful for community, community building, positive civic effort, community cohesion, get to know your neighbors, build friendships
- Education with fresh and healthy food choices, lessons for kids
- People would eat better, fresh air, fun and delicious, good for us all!

Conclusion

What next?

- Development of Strategic partnerships and organizations
- Assignment of project implementation
- Seek additional funding needed for implementation
  - Locate a site(s)
  - Site improvements
  - Site installation
  - Site management

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-73

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Steven Ward, Division Chief

RE: Approve Optional Emblem for County Fire

RECOMMENDATION AND JUSTIFICATION

Approve Optional Emblem for County Fire.

Request Board approval to wear an optional emblem for County Fire apparel (Jackets, hats, ect.). This is not to replace the current approved/official branded patch on apparatus, business cards or buildings, but an option for accessories.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County has approved patches for branding and representation of the county and some of it's different departments. County Fire is no exception. However, it is common for Fire Departments to have alternate emblems that represent the department's values, community service and patriotism for use on jackets, hats, sweaters, stickers and such. This emblem is not intended to be utilized in place of our approved Department patch displayed on apparatus, buildings, and dress uniform shirts. The intent of this emblem will be for use on County Fire apparel such as jackets, hats, sweaters, T-Shirts and stickers.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not utilize this emblem for use on County Fire apparel such as jackets, hats, sweaters, T-Shirts, stickers ect.

FINANCIAL IMPACT

Utilized budgeted line item for embroidery, no additional costs projected.

ATTACHMENTS

1. 20240207_144914

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA
FIRE
COUNTY

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-74

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve an Agreement with Mark43 in the Amount of $1,094,332 for a Public Safety Report Management System and Computer Aided Dispatch System; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mark43 in the Amount of $1,094,332 for a Public Safety Report Management System (RMS) and Computer-Aided Dispatch (CAD) System; and Authorize the Board of Supervisors Chair to Sign the Agreement

The Mariposa County Sheriff's Office currently utilizes a Report Management System and Computer-Aided Dispatch system that no longer meets the needs of the agency.

Mark43 developed and has exclusive ownership of its SaaS platforms. These platforms are the leading and only widely deployed cloud-native systems in the market for records, dispatch, and analytics, and possess several unique features, such as being NIBRS/CIBRS centric at development, including context-sensitive editing and zero error rate capability.

The cloud-native solution allows Mark43 to provide MCSO with continuous releases of all existing product updates and enables data sharing with other Mark43 agencies if desired.

Mark43 incorporates changing federal and state laws/requirements. Mark43 is currently utilized by CA POST and CA DOJ as well as many of our surrounding agencies, making information sharing and communications seamless.

Our current legacy system stores event data across multiple programs, including handwritten logs, Mark43's system puts everything in one place. The hardware-agnostic software that is adaptable for any agency-approved web-enabled device. Single-application workflows eliminate transcription and constant window switching, creating a faster process for public safety staff writing reports, allowing them to return to the communities they protect and serve.

The first year payment of $600,000 will be paid for with set aside ARPA funds previously approved during the 2024 budget process. The remaining four years of the contract will be billed at $123,583 per year. Funding will be requested during the budget request process for each following fiscal year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has approved software system upgrades in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Sheriff's Office will be forced to continue to use an antiquated, system that doesn't provide vital statistical and officer safety information.

FINANCIAL IMPACT

An increase of approximately $53,000 per year for the next four years for this upgraded state-of-the-art software program. These funds will be requested during the budget process each year.

ATTACHMENTS

1. Mark43 Agreement

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this "**Agreement**") is effective as of _____ (the "**Effective Date**") by and between Mark43, Inc. ("**Mark43**"), with a place of business at 250 Hudson Street, 3rd Floor, New York, NY 10013, and the Mariposa County ("**Subscriber**"), with a place of business at 5099 Old Highway North, Mariposa County, CA 95338.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 "**Affiliate**" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Affiliated Agency**" means any other government agency to which Subscriber is legally or contractually bound to share information.

1.3 "**Applicable Law(s)**" means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.

1.4 "**Applications**" means the applications purchased by Subscriber as described in Schedule D.

1.5 "**Authorized Users**" means employees of Subscriber and any Affiliated Agency who are authorized to access and use the Applications through the applicable security designation(s), pursuant to which full or limited access to the applicable Applications may be granted.

1.6 "**Documentation**" means the knowledge base for the SaaS Services to which Subscriber will be granted access by Mark43.

1.7 **"Go Live"** means the date of cutover to each respective Mark43 Application.

1.8 **"Integrated Application"** means a third-party product, database or application requested by Subscriber and approved by Mark43 that will be installed, linked or enabled by Subscriber for use in connection with the SaaS Services (e.g. NCIC).

1.9 "**Integrated Application Data**" means all data, information, content and other materials stored on an Integrated Application.

1.10 "**Integrated Application Provider**" means any third party, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.

1.11 "**Intellectual Property Rights**" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.12 "**Professional Services**" means any implementation, training, project management, consulting and other services (outside the scope of the Support Services) that are described in a Statement of Work.

1.13 "**SaaS Services**" means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.

1.14 **"Services**" means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.

1.15 **"Software**" means the object code version of Mark43's computer software and all Updates made available by Mark43 to Subscriber under this Agreement.

1.16 **"Statement of Work**" means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.

1.17 "**Subscriber Data**" means all data, information, content and other materials transmitted by Subscriber or any Authorized User to the Applications (i) in their user accounts; and (ii) on any Integrated Application, excluding in all cases any Third-Party Data, any Mark43 data or any data provided by Subscriber or a third party to Mark43, or data extracted by Mark43 from third-party software at Subscriber's request, for data migration purposes.

1.18 "**Term**" means the Initial Term and any Renewal Terms.

1.19 **"Third-Party Component"** means a third-party application incorporated in, integrated with or accessed through the SaaS Services (e.g. a mapping provider).

1.20 **"Third-Party Data"** means any data, information, content and other materials made available by any third party, including without limitation through a Third-Party Component.

1.21 "**Updates**" means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.

1.22 "**Website**" means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

1.23 "**Work Product**" means all deliverables (whether or not specifically identified in a Statement of Work), materials, software, tools, data, inventions, works of authorship and other innovations of any kind that Mark43, or personnel working for or through Mark43, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing Professional Services or as a result of such Professional Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection.

2. PROVISION OF THE SERVICES AND SOFTWARE.

2.1 **SaaS Services**. Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber's internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software, hardware and services necessary for it to access the Website through the internet, including as set forth at https://mark43.zendesk.com/hc/en-us/articles/4409896858381-Technical-Requirements-for-Mark43-Applications, which may be updated from time to time upon reasonable advance notice (email acceptable) to Subscriber. Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.

2.2 **Professional Services**. Mark43 will provide Professional Services in connection with the SaaS Services as further described on Schedule D and the Statement of Work. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.

2.3 **Access to Documentation**. Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.

2.4 **Support Services**. Subject to the terms and conditions of this Agreement, Mark43 will provide to Subscriber the support services detailed on Schedule A (the "**Support Services**").

2.5 **Restrictions on Use.** Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third-Party Data, or

otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third-Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third-Party Data; (vii) use the SaaS Services or the Third-Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset (including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User's location; (xiv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in accordance with the Third-Party Component Terms.

2.6 **Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Services. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Services, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. In addition, Authorized Users may log into the SaaS Services from only one location at any given time; concurrent usage (or sign in) under a single username is prohibited, unless Subscriber has a business justification for concurrent usage, in which case Subscriber is responsible for providing approval for such usage to the applicable Authorized Users. Subscriber is responsible for all activities conducted within user accounts in use of the SaaS Services. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Services, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Services, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

2.7 **Changes to Services**. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third-party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.

2.8 **Data Sharing**. Mark43 will allow Subscriber to grant other agencies specified levels of access to Subscriber Data pursuant to an executed data-sharing agreement between agencies, and with permissions subject to the parameters laid out in the relevant data-sharing agreement. Subscriber shall provide Mark43 with a copy of the executed data-sharing agreement prior to allowing any such data-sharing. As between Mark43 and Subscriber, Subscriber will be solely responsible for any liabilities that arise as a result of such data-sharing.

3. PROPRIETARY RIGHTS; SUBSCRIBER DATA.

3.1 **Ownership of Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns the Subscriber Data. Mark43 will have, and Subscriber hereby grants and agrees to grant to Mark43, a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use the Subscriber Data to configure and/or provide the SaaS Services, Software, Support Services and Professional Services to Subscriber, and/or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, or otherwise in accordance with Subscriber's requests or instructions. Mark43 may also use Subscriber Data in anonymized and/or aggregated form to develop analytics that may be used to provide products and services to Subscriber and/or to other Mark43 customers, provided that: (a) Mark43 makes available to Subscriber functionality and services based on anonymized data obtained from other Mark43 customers that are similar to the functionality and services provided to such other customers based on the anonymized data; and (b) Mark43 may not sell or offer for sale any Subscriber Data, whether in Subscriber identifiable, or anonymized and aggregated form. Mark43 shall comply with its obligations under all Applicable Laws in its provision of the Services and use of Subscriber Data.

3.2 **Ownership and Reservation of Rights to Mark43 Intellectual Property.** As between Mark43 and Subscriber, Mark43, its Affiliates and/or its licensors own all right, title and interest in and to the Services, Software, Work Product and all related technology and Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, and except with respect to Third-Party Components, Mark43 reserves all rights, title and interest in and to the Services, Software, and Work Product, including all related technology and Intellectual Property Rights. No rights are granted to Subscriber hereunder other than as expressly set forth in this Agreement or as required by Applicable Law.

3.3 **Subscriber Feedback**. Subscriber and its Authorized Users may elect to provide Mark43 with suggestions, enhancement requests, recommendations and other feedback concerning the SaaS Services, Software, Support Services or Professional Services (the "**Subscriber Feedback**"). Subscriber hereby assigns and agrees to assign all Subscriber Feedback to Mark43 without lien or encumbrance and agrees that Subscriber Feedback will be the sole property of Mark43 and that Mark43 may use Subscriber Feedback in its discretion without obligation to Subscriber. Mark43 has no obligation to make Subscriber Feedback an improvement. For the avoidance of doubt, Subscriber Feedback does not constitute Confidential Information of Subscriber hereunder.

3.4 **Usage Data**. Mark43 may collect certain information in connection with Subscriber's access to or use of the Services, such as access records, date and time stamps, transaction and activity records and system performance data ("**Usage Data**"). Mark43 may use Usage Data to deliver and manage its products and services, perform maintenance and support, and develop, test, analyze, and improve the Services and other Mark43 products and services, and generate statistical data about usage of its products and services. As between Mark43 and Subscriber, Mark43 owns the Usage Data.

3.5 **Data Security**. Terms applicable to the privacy and security of Subscriber Data are set forth in the Data Processing Addendum attached as Schedule C hereto (the "**Data Processing Addendum**").

4. THIRD-PARTY COMPONENTS AND INTEGRATED APPLICATIONS.

4.1 **Third-Party Components.** Third-Party Components may be made available to Subscriber through the SaaS Services. In connection with the functionality provided by and/or through Third-Party Components, Subscriber hereby accepts and agrees to be bound by the terms and conditions set forth in Schedule B, which may be updated from time to time upon notice (email acceptable) to Subscriber (the "**Third-Party Component Terms**"). In the event of any inconsistency or conflict between the Third-Party Component Terms and the terms of this Agreement, the Third-Party Component Terms shall govern with respect to Subscriber's access to and use of the applicable Third-Party Component.

4.2 **Integrated Applications**. To the extent Subscriber installs, links to or enables any Integrated Application for use with the SaaS Services, Subscriber grants and agrees to grant (and will cause the applicable Integrated Application Provider to grant) to Mark43 permission to access, retrieve, view, store, copy, modify and process Integrated Application Data from Subscriber's existing account(s) on each such Integrated Application to the extent necessary to facilitate the interoperation of such Integrated Application with the SaaS Services. To the extent Subscriber requires an Integrated Application Provider's assistance to install, link to or enable any Integrated Application for use with the SaaS Services, Subscriber shall separately contract with each such Integrated Application Provider for any such assistance. In no event will Mark43 be responsible for any Integrated Application or Integrated Application Data, or for any failure of an Integrated Application to properly interoperate with the SaaS Services; provided, however, to the extent that Mark43 creates, pursuant to the Statement of Work, an interface for an Integrated Application hereunder, Mark43 shall be responsible for such interface only, subject to the terms and conditions of this Agreement and the applicable Statement of Work. Mark43 may at any time, in its sole reasonable discretion, including upon the request of an Integrated Application Provider or due to an actual or potential security threat, disable any connection between an Integrated Application and the Applications, and any access, retrieval and viewing of Integrated Application Data via the Applications. For the avoidance of doubt, Subscriber's access to and use of Integrated Applications and Integrated Application Data shall be subject to the terms and conditions of Subscriber's agreement(s) with the applicable Integrated Application Provider.

5. FEES AND PAYMENT TERMS.

5.1 **Fees for the Services**. Subscriber will pay the fees as stated in Schedule D (the "**Fees**") attached hereto in accordance with the payment schedule set forth in Schedule D. All Fees due hereunder will be due and payable by Subscriber within thirty (30) days of the invoice date. All payments of

Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Mark43 may modify the Fees for each Renewal Term (as defined below) by providing at least forty-five (45) days' written notice thereof prior to the expiration of the Initial Term (as defined below) or the then-current Renewal Term.

5.2 Overdue Payments. Any payment not received from Subscriber by the due date shall accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by Applicable Law, whichever is lower, from the date such payment was due until the date paid.

5.3 Taxes. Subscriber will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("**Indirect Taxes**"). All Fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

6. TERM AND TERMINATION.

6.1 Term.

(a) Initial Term**.** The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule D, unless and until terminated in accordance with Section 6.2 (the "**Initial Term**").

(b) Renewal Terms**.** Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule D (each, a "**Renewal Term**") at the rates set forth on Schedule D, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

6.2 Termination; Suspension of Services.

(a) Termination for Breach by Either Party. Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

(b) Termination for Non-Appropriation. Subscriber's payment obligation under this Agreement extends only to funds appropriated annually by Subscriber or Subscriber's governing body for the purpose of this Agreement. For each succeeding fiscal period covered by this Agreement, Subscriber or other applicable agency or department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. If Subscriber is appropriated insufficient funds to continue annual payments under this Agreement, Subscriber may terminate this Agreement by giving Mark43 not less than thirty (30) days' prior written notice. Upon termination under this paragraph, Mark43 shall be entitled to compensation for all Services rendered prior to the effective termination date, plus any prepaid Fees, as well as reimbursement for reasonable costs actually incurred in closing out this Agreement.

(c) Suspension of Services. To the extent permitted by Applicable Law, in addition to any other rights or remedies it may have under this Agreement or by Applicable Law, Mark43 may immediately suspend provision of the Services without liability to Subscriber: (a) if Subscriber's account is more than sixty (60) days past due, until paid in full; (b) if Subscriber breaches Section 2.5 (Restrictions on Use) or Section 2.6 (Security Obligations); (c) to avoid harm or liability to Mark43, its Affiliates or its other customers, including in the case of denial of service attacks or other disruptions; or (d) if required by Applicable Law or requested by a governmental authority. Subscriber shall remain liable for any fees and other amounts payable under this Agreement during any period of suspension. Mark43 will use commercially reasonable efforts to restore Subscriber's rights to use and access those portions of the Services or accounts that gave rise to the suspension promptly after Subscriber has resolved the problem giving rise to the suspension.

6.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

(a) Subscriber will pay Mark43 all amounts payable hereunder as of the termination or expiration date;

(b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services;

(c) Mark43 will provide Subscriber with a copy of the database containing Subscriber Data within ninety (90) days of the effective date of termination; and

(d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

6.4 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 3.1 ("Ownership of Subscriber Data"), Section 4 ("Third-Party Components and Integrated Applications"), Section 6.3 ("Effect of Termination"), Section 7 ("Confidentiality"), Section 8.4 ("Disclaimer"), Section 9 ("Limitation of Liability"), Section 10 ("Indemnification"), Section 11 ("Miscellaneous") and this Section 6.4 ("Survival").

7. CONFIDENTIALITY.

7.1 Definition of Confidential Information. For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "**Disclosing Party**"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

7.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 7.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

7.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

7.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

7.5 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Applicable Law will not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

7.6 Public Records.

(a) For purposes of this Section 7 (Confidentiality), the term "**Public Records Request**" shall mean any request for the disclosure of records pursuant to a state public records law or "sunshine" law, federal Freedom of Information Act or other comparable law.

(b) To the extent Subscriber is subject to a Public Records Request that seeks the disclosure of any information or materials provided by Mark43 to Subscriber prior to or during the Term (including without limitation this Agreement), Subscriber shall, prior to any disclosure, promptly notify Mark43 of such Public Records Request (to the extent legally permitted to do so) and provide reasonable assistance, at Mark43's cost, if Mark43 wishes to contest the disclosure. Subscriber

shall also identify for Mark43 the information or materials it intends to disclose, and provide Mark43 at least ten (10) days to review prior to disclosure, or if such time is not available or permitted under Applicable Law, at least as much time as would be reasonable to allow Mark43 to meaningfully review and seek appropriate relief. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described herein.

7.7 CJIS Standards; Employee Background Checks.

(a) Subscriber understands and agrees that Mark43 utilizes third-party vendors (each, a "**Hosting Provider**") to host the SaaS Services.

(b) Subscriber may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider.

(c) Subscriber will have the opportunity to run, at Subscriber's expense, reasonable background checks on Mark43 employees that will have direct access to Subscriber Data in Subscriber's production environment (such employees, the "**Covered Employees**"), provided that Mark43 may assume that a Covered Employee has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within thirty (30) days of a submission of a background check request.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement.

8.2 Sole Source Procurement. Subscriber represents that it has complied with all state and local laws related to this sole source award to Mark43. In addition, Subscriber represents that it has followed all sole source procedures, including any applicable public notice requirements, related to the award of this Agreement.

8.3 Services Warranty.

(a) Mark43 represents and warrants that the Applications and SaaS Services will be made available to Subscriber in accordance in all material respects with the Documentation. Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43, through the Support Services, to use commercially reasonable efforts to remedy the breach within a commercially reasonable amount of time.

(b) Mark43 represents and warrants that the Professional Services will be provided in a professional manner and that for a period of thirty (30) days from Go Live (the "**Warranty Period**"), the Work Product will operate in material accordance with the specifications provided by Mark43 or otherwise agreed between the parties in writing (including in the applicable Statement of Work). Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43 to use commercially reasonable efforts to work with Subscriber to resolve the issue causing such breach within a commercially reasonable amount of time. After the Warranty Period, if Subscriber experiences any issue with the Work Product, the parties must enter into a new Statement of Work to address such issues at Mark43's then-current Professional Services pricing. For clarity, Mark43's Support Services do not apply to or provide support for any Professional Services or Work Product.

8.4 Disclaimer. USE OF THE APPLICATIONS AND SERVICES IS NOT, AND IS NOT INTENDED TO BE, A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED PARTIES, INCLUDING DISPATCHERS, LAW ENFORCEMENT OFFICERS, INVESTIGATORS OR FIRST RESPONDERS. THE APPLICATIONS AND SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THE DATA PROVIDED BY MARK43 THEREIN (INCLUDING ANY THIRD-PARTY DATA) SHOULD NOT REPLACE OTHER EMERGENCY INFORMATION AND SHOULD NOT BE EXCLUSIVELY RELIED-UPON IN AN EMERGENCY SCENARIO. SUBSCRIBER SHALL BE RESPONSIBLE FOR ALL ITS OWN ACTIONS OR FAILURE TO ACT IN CONNECTION WITH

THE APPLICATIONS AND SERVICES, INCLUDING WITH RESPECT TO COMPLIANCE WITH APPLICABLE LAWS, AND MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE APPLICATIONS AND SERVICES. SUBSCRIBER ACKNOWLEDGES THAT THE APPLICATIONS AND SERVICES DO NOT PROVIDE LEGAL ADVICE.

EXCEPT FOR THE LIMITED WARRANTIES PROVIDED BY MARK43 IN SECTIONS 8.1 AND 8.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARK43 MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE APPLICATION. MARK43 DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT SUBSCRIBER DATA WILL BE SECURE OR NOT LOST OR DAMAGED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO SUBSCRIBER IN CONNECTION WITH THE PROVISION OF THE SERVICES. MARK43 SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE ITS REASONABLE CONTROL, INCLUDING ANY HARM OR DAMAGES CAUSED BY ITS HOSTING PROVIDERS. MARK43 MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY DATA, THIRD-PARTY COMPONENT, INTEGRATED APPLICATION, OR ON BEHALF OF ANY INTEGRATED APPLICATION PROVIDER.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MARK43'S (OR MARK43'S THIRD-PARTY LICENSORS') TOTAL AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY SUBSCRIBER FOR THE SERVICES PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT.

9.2 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, PERSONAL INJURY OR PROPERTY DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF DATA RECONSTRUCTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, SOFTWARE OR PROFESSIONAL SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.3 Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.1 AND SECTION 9.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION.

10.1 Indemnification by Mark43. Mark43 shall indemnify Subscriber, and its employees, officers, and directors against any third-party claim alleging that Subscriber's use of the Services in the form provided by Mark43 and when used in accordance with the Documentation and in compliance with this Agreement infringes that third party's U.S. copyright, U.S. patent issued as of the Effective Date, or U.S. trademark, and shall pay the amount of any adverse final judgment or settlement to which Mark43 consents. Mark43 shall have no obligation or liability under this Section 10.1 (Indemnification by Mark43) to the extent the third party claim arises from: (a) Subscriber's or its Affiliates' failure to incorporate a software or other update or upgrade made available by Mark43 that would have avoided the alleged infringement; (b) modification of the Services, any Application, Software or Hardware by anyone other than Mark43; (c) specifications, instructions, features, functions or designs or other elements provided by or requested by Subscriber or its Affiliates; (d) use of the

Services, any Application or Software in combination with any other product, service, process or material not provided by Mark43 (including, without limitation, Integrated Applications, Third-Party Data and Subscriber Data); or (e) use of the Services, any Application or Software in a manner not contemplated by this Agreement. If the Services are (or Mark43 believes are likely to become) the subject of a claim for which Mark43 would be obligated to defend and indemnify pursuant to this Section 10.1, then Mark43 may, at its sole option, obtain for Subscriber the right to continue use of the Services or replace or modify the Services, as applicable, provided there is no material loss of functionality. If neither of the foregoing options is reasonably available to Mark43, in its judgment, then use of the Services may be terminated at the option of Mark43 and Mark43's sole liability will be to refund any prepaid fees for the Services applicable to periods following the effective date of termination. The remedies provided in this Section 10.1 (Indemnification by Mark43), are Subscriber's sole and exclusive remedies for any third-party claims of infringement or misappropriation of Intellectual Property Rights by the Services.

10.2 **Indemnification by Subscriber**. To the extent consistent with Applicable Law, Subscriber shall indemnify Mark43, its Affiliates, and their respective employees, officers, and directors against any third-party claim arising out of or related to (a) Subscriber's breach of Section 2.5 (Restrictions on Use), Section 2.6 (Security Obligations) or Section 3.2 (Ownership and Reservation of Rights to Mark43 Intellectual Property); (b) Integrated Applications or Subscriber Data, including any third-party claim alleging that Subscriber Data infringes or misappropriates the rights of a third party or violates any Applicable Law, and shall pay the amount of any adverse final judgment or settlement to which Subscriber consents; and (c) Mark43's disabling a connection to an Integrated Application at Subscriber's request.

10.3 **Procedures**. Each party shall give the other party prompt notice of any claim to which an indemnification obligation under this Section 10 (Indemnification) may apply and shall reasonably cooperate with the indemnifying party, at its expense, in the defense or settlement of any claim. An indemnifying party's payment obligations under this Section 10 (Indemnification) will be diminished to the extent that it is materially prejudiced by the indemnified party's non-compliance with the foregoing procedures.

11. MISCELLANEOUS.

11.1 **Notices**. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:	If to Subscriber:
Mark43, Inc. 250 Hudson Street 3rd Floor New York, NY 10013 Attn: CFO Email: steve.salberta@mark43.com	Mariposa County Sheriff's Office P.O. Box 276 Mariposa, CA 95338 Attn: Kevin Packard Email: kpackard@mariposacounty.org
Copy to:	Copy to:
Mark43, Inc. 250 Hudson Street 3rd Floor New York, NY 10013 Attn: General Counsel Email: contractnotices@mark43.com	Mariposa County Sheriff's Office P.O. Box 276 Mariposa, CA 95338 Attn: Lt. Mike Charman Email: mcharman@mariposacounty.org

11.2 **Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in

violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

11.3 **Governing Law**. This Agreement will be governed by the internal laws of the state in which Subscriber is geographically located, and any disputes between the parties may be resolved in a state or federal court of competent jurisdiction within such state. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.4 **Dispute Resolution**. Prior to the initiation of any legal proceeding other than one for equitable relief as described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:

(a) Within five (5) business days following the written request of a party, designated individual(s) from Mark43 and Subscriber shall meet to resolve such dispute.

(b) The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter at issue that the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(c) If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is escalated to them, then either party may escalate the dispute to the Chief Financial Officer or similar of Mark43 and the Chief or Sheriff or comparable Subscriber official, for their review and resolution.

(d) The provisions of this Section 11.4 shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings either to (i) seek injunctive relief or (ii) avoid the expiration of any applicable legal or contractual limitations period.

11.5 **Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

11.6 **No Waiver**. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

11.7 **Amendment**. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.

11.8 **Relationship of the Parties**. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

11.9 **Subcontracting**. Mark43 may draw on the resources of (and subcontract to) its Affiliates and third-party contractors and subcontractors, within or outside of the United States (each, a "**Mark43 Vendor**") for internal, administrative and compliance purposes or in connection with the hosting or provision of the Service and other products and services to be provided by Mark43 pursuant to this Agreement. Subscriber agrees that Mark43 may provide information, data and materials that Mark43 receives in connection with this Agreement (including Subscriber Data) to the Mark43 Vendors for such purposes. Mark43 shall be permitted to subcontract its obligations under this Agreement to the Mark43 Vendors identified on Schedule D as "Subcontractors" or such other subcontractors as approved in advance by Subscriber (each, a "**Subcontractor**"). Mark43 shall be responsible in

accordance with the terms of this Agreement for performance failures by such Subcontractors that cause Mark43 to breach its obligations under this Agreement.

11.10 **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

11.11 **Headings**. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

11.12 **Counterparts**. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

11.13 **Cumulative Remedies**. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

11.14 **Export Compliance**. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

11.15 **Compliance with Laws**. Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the Subscriber Data covered by this Agreement. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other Applicable Laws and regulations. In connection with its performance under this Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

11.16 **Entire Agreement**. This Agreement supersedes all previous understandings, agreements and representations between the parties or any affiliates or agents thereof, written or oral, and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

11.17 **Supporting Documents**.

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the “Supporting Documents:”

- Schedule A: Support Services
- Schedule B: Third-Party Component Terms
- Schedule C: Data Processing Addendum

- Schedule D: Order Form

This Agreement and the Supporting Documents shall be construed to be mutually complementary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name: Danielle Bondshu

Title: Clerk of the Board

Date:_____

SUBSCRIBER

By:_____

Name: Miles Menetry

Title: Chair of Board

Date:_____

Approved as legal form

By: _____

Name: Steve Dahlem

Title: County Counsel

Date: _____

SCHEDULE A

Support Services

1. **Support Services**.

a. **Error Reporting**

When reporting a failure of the SaaS Services to perform substantially in conformance with this Agreement (an "**Error**"), Subscriber shall use the phone number, email address, or Mark43 Support Portal URL identified in this Agreement (or otherwise provided to Subscriber by Mark43 from time to time, including by email) during the hours of support set forth herein.

Subscriber personnel submitting support requests must be reasonably trained in the use and functionality of the SaaS Services and familiar with this Agreement and, before submitting a support request to Mark43 hereunder, must use reasonable efforts to ensure a perceived Error is not due to a problem with Subscriber's (or its other third-party providers') equipment, systems, software or connectivity or due to improper, non-conforming or unauthorized use of the SaaS Services by or on behalf of Subscriber.

Subscriber will include with each support request, further detailed in subsection (d) below: (i) Subscriber's initial assessment of the Response Priority (including identification of the Error and the approximate percentage of Authorized Users impacted); (ii) sufficient information to enable Mark43 to identify and replicate the Error; and (iii) contact information for Subscriber personnel familiar with the Error who will be available to Mark43 to assist with resolution of the Error on an ongoing basis until the Error is resolved.

b. **Response Priority Determination**

Mark43 will validate Subscriber's Response Priority designation, or notify Subscriber of its Response Priority designation if it is different than Subscriber's. If requested, Mark43 will provide Subscriber with the basis of its determination. In the event of a conflict regarding the appropriate Response Priority designation, each party shall promptly escalate such conflict for resolution by the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Mark43 Response Priority designation. In the rare case that a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

c. **First Response, Resolution, and Updates**

Upon notification by Subscriber of an Error in accordance with this Schedule and subject to Mark43's identification and replication of the Error, Mark43 will respond to each case in accordance with the First Response Times and Communication Commitments described in the charts below. First Response Time is the period from the time the Error was logged with the Mark43 Support Team until Mark43 responds to Subscriber (and escalates within Mark43, if appropriate). A first response is defined as a non-automatic means where an agent will reach out to gather additional details and may not include a solution or workaround. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments. Actual resolution time will depend on the nature of the case and the resolution itself. Resolution methods are defined below. A resolution may consist of a fix, workaround, delivery of information, or other commercially reasonable solutions to the issue.

d. **Subscriber's Obligations**

Mark43's provision of the support services described in this Schedule is subject to Subscriber cooperating fully and on a timely basis with reasonable requests of Mark43 for accurate information and access to Subscriber personnel with sufficient availability and knowledge to enable Mark43 to provide the support services, including accurate information and assistance reasonably required to detect, replicate, and correct Errors. In the event Mark43's response, resolution, or update times are negatively impacted by delayed responses by Subscriber personnel or Subscriber's failure to otherwise comply with its obligations under this Schedule, timeframes will be extended.

First Response Commitment

Red	Orange	Yellow

1 hour 24/7	2 hours 8am - 8pm EST, 7 days	8 hours 8am - 8pm EST M-F

Communication Commitment

	Red	Orange	Yellow
Status page updates	A status update will be posted as soon as Mark43 is notified and updated every 30 minutes thereafter until resolved.	n/a	n/a
Email/phone updates	After initial Mark43 response, within 1 hour of any additional Subscriber questions about the same issue until resolved.	After initial Mark43 response, within 1 business day of any additional Subscriber questions until issue is resolved. Subscriber will receive notification via email once the issue fix has been scheduled and again when the issue has been fixed.	After initial Mark43 response, within 2 business days of any additional Subscriber questions until issue is resolved. Subscriber will receive notification via email once the issue has been fixed.

Priority Definitions

- *Red* - An Error due to Mark43's systems that results in the inoperability or substantial impairment of a core function for the majority of Subscriber's Authorized Users, provided there is no feasible workaround. Examples include: Authorized Users cannot access the Application; CAD units cannot be dispatched; reports cannot be created.
- *Orange* - An Error due to Mark43's systems that results in the inoperability or substantial impairment of a critical workflow for the majority of Subscriber's Authorized Users, provided there is no feasible workaround. Examples include: significant lagging/slowness; inability to process persons in custody; inability to export reports or cases for same or next day court deadlines; inability to submit reports.
- *Yellow* - An Error due to Mark43's systems for which a reasonable workaround is available.
- *None* - There are a number of low-impact issues, how-to questions, and feature requests that do not fall into one of the categories above and are not subject to the outlined First Response or Communication Commitments.

Issue Escalation & Resolution Methods: Subscriber-reported issues are escalated within Mark43 by a well-defined internal process. Mark43 works to resolve issues based on the issue severity/impact, by employing one or more of the following methods:

- Providing Subscriber with a reasonable workaround
- Adjusting system/hosting configurations or setup
- Direct database modifications
- Releasing a fix out-of-cycle (patching)
- Releasing a fix as part of the regular release cycle
- Other commercially reasonable solution

Subscriber will be notified of status changes either through Mark43's status page and/or via email updates in a support ticket.

2. **Service Level Agreement**. Mark43 shall provide the Applications in accordance with the following service levels ("**SLA**").

   a. **Monthly Uptime Commitment**.

Following Cutover to the applicable In-Scope Application, Mark43 will use commercially reasonable efforts to make the In-Scope Application available with the Monthly Uptime Percentage corresponding to that Application (the "**Uptime Commitment**"), as follows:

- *RMS Application*: Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 RMS Application of no less than 99.90% in any calendar month.

- *CAD Application*: Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 CAD Application of no less than 99.95% in any calendar month.

For each In-Scope Application, the "Monthly Uptime Percentage" is calculated as set forth below by subtracting from one hundred percent (100%) the percentage of minutes during the month in which the In-Scope Application experienced Downtime.

Monthly Uptime Percentage = (100) – ((minutes of Downtime * 100) / (total minutes in month))

b. **Service Credit Calculation**.

Subject to the SLA Exclusions, if Mark43 does not achieve the Uptime Commitment in any given month due to Downtime, Subscriber may be eligible for credits as described herein (the "**Service Credits**"), as follows:

- *RMS Application*: If Mark43 does not achieve the Uptime Commitment for the RMS Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the RMS Application in respect of the period in which the actual RMS Downtime for the month exceeded the RMS Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month's subscription fee paid in consideration for the RMS Application, as illustrated here:

  RMS Service Credit = (10) * ((1/12) * annual subscription fee) * ((% of Downtime) – (0.10%))

- *CAD Application*: If Mark43 does not achieve the Uptime Commitment for the CAD Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the CAD Application in respect of the period in which the actual CAD Downtime for the month exceeded the CAD Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month's subscription fee paid in consideration for the CAD Application, as illustrated here:

  CAD Service Credit = (10) * ((1/12) * annual subscription fee) * ((% of Downtime) – (0.05%))

c. **Requesting Service Credits**.

In order to receive a Service Credit, Subscriber must notify Mark43 in writing at 250 Hudson Street, 3rd Floor, New York, NY 10013, Attn: Accounting, with a copy to accounting@mark43.com, or such other address provided by Mark43 from time to time, within fifteen (15) days following the end of the month in which the Downtime occurred. Claims must include the words "SLA Credit Request" in the subject line; the dates and times of each Downtime incident that Subscriber is claiming occurred; and any documentation to corroborate Subscriber's claim of Downtime, ensuring removal or redaction of any confidential or sensitive information in these logs. All claims are subject to review and verification by Mark43 prior to any Service Credits being granted. Mark43 will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied.

If Mark43 confirms that the Uptime Commitment has not been met in the applicable calendar month, Subscriber will be issued a Service Credit within one billing cycle following the month in which Subscriber's request is confirmed by Mark43. Subscriber's failure to provide the request and other information as required above will disqualify Subscriber from receiving a Service Credit. Service Credits will not entitle Subscriber to any refund or other payment from Mark43 and are non-transferable. The parties acknowledge and agree that Service Credits are intended as genuine pre-estimates of loss that may be suffered as a result of any failure to achieve Uptime Commitments and will not be deemed to be penalties. To the extent legally permitted, the issuance of a Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the Uptime Commitment.

d. **Additional Definitions**.

"**Downtime**" with respect to any single In-Scope Application means time in which the Application is not accessible or available to Subscriber for reasons other than those resulting directly or indirectly from an SLA Exclusion. For the avoidance of doubt, slow performance does not constitute lack of accessibility or availability and shall not count as Downtime, unless there is a total loss of ability for the substantial majority

of Authorized Users to perform any one of the In-Scope Application Features so as to constitute a total loss of service of that Application, in each case in Mark43's reasonable discretion. The concurrent loss of service of two or more In-Scope Application Features within the same Application will count as a single Downtime event. At the end of each month, Mark43 adds "Downtime" periods together to calculate the overall monthly "Downtime."

"**In-Scope Application**" means the web-accessible Applications identified in subsection (a) above, provided that Subscriber has purchased a subscription for the Applications and signed a valid agreement with Mark43. Under no circumstance shall any reference to an Application that Subscriber has not purchased a subscription and signed an agreement for be construed to entitle Subscriber to use such Application. For the avoidance of doubt, In-Scope Applications do not include mobile versions or Applications that are in beta testing.

"**In-Scope Application Features**" means, in each case:

- For RMS Application: (i) the ability to login to the Mark43 RMS; (ii) the ability to view and edit reports and names, property, and vehicles; (iii) the ability to view and edit cases; and (iv) the ability to search for entities within the RMS.
- For CAD Application: (i) the ability to login to the Mark43 CAD; (ii) the ability to view / edit / clear events; (iii) the ability to view and edit units; (iv) the ability to search for CAD tickets; and (v) the ability to receive real-time updates when actively connected to an internet-enabled network.

"**Monthly Uptime Percentage**" has the meaning set forth in Section 2(a) of this SLA.

"**Scheduled Maintenance**" means scheduled work related to the Mark43 Application or the hosting environment, which may cause inaccessibility or unavailability of the Mark43 Application. Except as set forth below, Mark43 shall provide at least seven (7) days' advance notice of Scheduled Maintenance whenever practicable, and in no circumstances less than three (3) days' advance notice. In the event that Mark43 determines it is appropriate to perform emergency work related to the Mark43 Application or emergency work is performed related to the hosting environment, such work will be deemed Scheduled Maintenance, provided Mark43 uses reasonable efforts under the circumstances to provide Subscriber with notice at least twenty-four (24) hours prior to such emergency work. Notice of Scheduled Maintenance may be provided by email and, in the case of emergency work, may also be provided by telephone. The total amount of Scheduled Maintenance for the CAD Application shall not exceed sixty (60) minutes during any thirty (30)-day period.

e. **SLA Exclusions**. The Uptime Commitment does not apply to any inaccessibility or unavailability of an Application (the "**SLA Exclusions**"):

- That is not an In-Scope Application;
- That occurs prior to Cutover;
- That results from Scheduled Maintenance;
- That results from a suspension or remedial action, as described in this Agreement;
- Caused by factors outside of Mark43's reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Mark43 cloud environment;
- That results from actions or inactions of Subscriber or any third party;
- That is attributable to Subscriber's own computer equipment or devices, or failure of any software, hardware or service not supplied by Mark43 pursuant to this Agreement, including, without limitation, issues related to network connectivity, internet connectivity or network performance issues at any Subscriber locations, server downtime related to connectivity issues resulting from third-party-managed VPN access to a hosted server or Subscriber's internal network problems, or Software (including interfaces) that is not supplied or maintained by Mark43;
- That results from any Integrated Application, Third-Party Data, or any Subscriber-provided application or program; or
- That results from the failure by Subscriber, its Affiliates, or any Authorized User to incorporate a Software or Services update or upgrade made available by Mark43.

SCHEDULE B

Third-Party Component Terms

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html
Google Privacy Policy: https://policies.google.com/privacy?hl=en&gl=us
Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Esri: Users (as defined below) are bound by the following Esri Terms of Service:

To the extent permitted by applicable law, Environmental Systems Research Institute, Inc. ("Esri") and its licensors disclaim liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of Esri's solution ("Esri Solution") including, but not limited to, liability for use of the Esri Solution in high-risk activities or liability related to any data supplied by Esri.

In the event of any termination of the Agreement, the end user of the Esri Solution ("User") shall (i) cease access and use of the Esri Solution and any data supplied by Esri, and (ii) clear any client-side data cache derived from the Esri Solution or any data supplied by Esri.

User will comply with all relevant export laws and regulations of the United States with respect to the Esri Solution, including, but not limited to, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and User will not export, reexport, transfer, divert, use, or access, directly or indirectly, the Esri Solution in violation of any United States export laws and regulations.

User will provide Esri with information about User's export and distribution activities as may be required for Esri to meet its obligations under the United States export control laws and regulations.

User shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Esri Solution or any Esri materials, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri.

Esri and its licensors disclaim all terms in any "click-through" agreements included with the Esri Solution. Esri and its licensors do not warrant that the Esri Solution or any data or materials supplied by Esri will meet User's needs or expectations; that the use thereof will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on data in the Esri Solution, and User should always verify actual data in the Esri Solution. Any warranty offered by Mark43 for Mark43's solution shall only apply between Mark43 and User. Esri does not offer any warranties or indemnities to User for the Esri Solution.

User shall not use the Esri Solution for any revenue-generating activities. The Esri Solution is for the internal use of User only.

User shall not use the Esri Solution independently from the Mark43 solution or in any other product or service.

User shall not store, cache, use, upload, distribute, or sublicense content provided through the Esri Solution in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation.

User's login credentials for the Esri Solution are for User only and may not be shared with other individuals.

Amazon:

Universal Service Terms: https://aws.amazon.com/service-terms/
Acceptable Use: https://aws.amazon.com/aup/

Auth0 (if elected):

Acceptable Use: https://cdn.auth0.com/website/legal/files/aup-19.pdf

RapidSOS (if elected): Subscriber must sign up and accept the terms contained within the following link:

https://info.rapidsos.com/rapidsos-integrations-signup

CommSys (if elected):

CommSys End User License Terms and Conditions

CommSys, Incorporated, an Ohio corporation ("CommSys") is the owner of certain components of the SaaS Services licensed to Subscriber and your Authorized Users (collectively, "you") by Mark43, Inc. ("Mark43") under an agreement between you and Mark43 (the "License Agreement").

As a condition to the license to use the CommSys Products (as defined below), and in addition to the restrictions on the scope and use of the license grants contained in the License Agreement, CommSys requires that all users agree that the CommSys Products are subject to the restrictions, terms and conditions set forth herein (the "CommSys Terms and Conditions"). In the event of any inconsistency or conflict between these CommSys Terms and Conditions and the terms of the License Agreement, these CommSys Terms and Conditions shall govern with respect to your use of the CommSys Products.

"CommSys Products" shall mean all products and programs of CommSys and all documentation related thereto, whether referred to as "software", "firmware" or otherwise, wherever resident on any media, and whether separately licensed, furnished as a part of equipment, or provided as a result of software services, and further may include programs and related documentation that are owned by third parties and distributed by CommSys under license from the owner thereof.

Your use of the CommSys Products pursuant to the License Agreement is subject to the following CommSys Terms and Conditions, and by using the CommSys Products, you hereby acknowledge and agree as follows:

(a) All rights to use the CommSys Products are non-exclusive, non-transferable, and non-sublicensable, and shall terminate automatically without notice to you upon your failure to comply with any of the CommSys Terms and Conditions.

(b) All confidential, proprietary, or trade secret information associated with the CommSys Products, including, but not limited to, all software programs, object code, source code, products, research, technical knowledge, specifications, and other data, is the confidential and proprietary information of CommSys (collectively, "Confidential Information"), and you shall abide by and maintain, and not remove, deface, or destroy, any proprietary markings on any of the CommSys Products or Confidential Information.

(c) You may not make any copies of the CommSys Products or Confidential Information. You may use the CommSys Products only for the purposes of and strictly in accordance with the provisions of the License Agreement (as it pertains to the CommSys Products) and the CommSys Terms and Conditions, and you shall not otherwise use, disclose, convey, disseminate, transfer, or assign any of the CommSys Products or Confidential Information.

(d) You may not, directly or indirectly: (i) sell, resell, or distribute the CommSys Products on a stand-alone basis, or other than as integrated in the SaaS Services; (ii) allow the CommSys Products to be used in conjunction with or launched from within any other product; (iii) re-brand, bundle, or re-label the CommSys Products, or use in any manner the CommSys Products with any other software or products; or (iv) use the CommSys Products for internal or third party production purposes or development of products or in violation of law.

(e) You shall promptly notify Mark43 of any actual or suspected use or disclosure of the CommSys Products or Confidential Information and shall provide reasonable assistance in the investigation and prosecution of such uses or disclosures.

(f) You shall destroy all CommSys Products and Confidential Information if: (i) you cease to use the CommSys Products; (ii) the License Agreement terminates; or (iii) your rights to use the CommSys Products is terminated.

(g) You (including all of your employees, contractors, and affiliated persons) shall not, directly or indirectly, nor cause or allow any other person to: (i) modify or translate into any other format or language any portion of the CommSys Products or Confidential Information; (ii) use any Confidential Information to create any item which is substantially similar to, competitive with, or performs the functions of any of the CommSys Products; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code for or other Confidential Information with respect to, any of the CommSys Products or Confidential Information; or (iv) modify, copy, reproduce, manufacture, adapt, create derivative works of, translate, localize, or port any of the CommSys Products or the Confidential Information, or allow any employee, representative, consultant, agent, or other third party to engage in such conduct.

(h) You agree that any item resulting from any actions under (g) above shall be the sole and exclusive property of CommSys. You agree that all of the CommSys Products and Confidential Information are highly valuable to CommSys, and that any breach of the CommSys Terms and Conditions would severely damage CommSys, the extent of which damage would be difficult to ascertain, and therefore CommSys, as a third party beneficiary of these CommSys Terms and Conditions is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any such breach.

(i) Your use of the CommSys Products is subject to the compliance by Mark43 of its license from CommSys to use the CommSys Products. CommSys has the right to terminate or suspend the license of the CommSys Products to Mark43 upon the breach by Mark43 of the license in accordance with the terms of such license. Your rights to use the CommSys Products may be terminated or suspended without notice to you in the event of any breach by Mark43 of its license from CommSys or if such license is terminated for any reason. CommSys shall have no liability or obligation to you resulting from such suspension or termination of its license of the CommSys Products.

NEITHER COMMSYS NOR MARK43 MAKES, AND COMMSYS AND MARK43 EACH EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE COMMSYS PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IN NO EVENT SHALL COMMSYS OR MARK43 BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING OUT OF CLAIMS FOR LOSS OF BUSINESS, GOODWILL, DATA OR PROFITS, OR ARISING OUT OF CLAIMS FOR TORT, UNDER STATUTE, BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY, OR OTHERWISE.

SCHEDULE C

Data Processing Addendum

1. **Definitions.** For purposes of this this Data Processing Addendum ("**DPA**"), "**Subprocessor**" means a Mark43 Affiliate or other third party engaged by Mark43 for the purpose of hosting, storing or otherwise processing Subscriber Data as authorized by this Agreement or otherwise in writing by Subscriber. Terms not otherwise defined in this DPA have the meaning set out in this Agreement.

2. **Subscriber Data.** The obligations in this Schedule apply to Subscriber Data in the custody or control of Mark43 and its Subprocessors. They do not apply to Subscriber Data in the custody or control of any other party, including Subscriber Data under Subscriber's custody or control outside of the Services or Subscriber Data maintained by an Integrated Application Provider or transmitted or accessed on or through an Integrated Application.

3. **Disclosure.** Mark43 will not disclose Subscriber Data to any third party except: (i) to Authorized Users; (ii) as permitted under this Agreement; (iii) to its Subprocessors, provided that each Subprocessor agrees to protect Subscriber Data in a manner substantially in accordance with this DPA; or as provided by this DPA with respect to any Disclosure Request. Notwithstanding the foregoing or anything in this DPA to the contrary, Subscriber acknowledges and agrees that (a) Mark43 utilizes major providers of cloud-based services for processing certain Subscriber Data through the Services (each, a "**Cloud Provider**"), (b) each Cloud Provider has its own data protection practices that are applicable to its delivery of services to its customers, and (c) Cloud Providers will not agree to separate data protection practices on a customer-by-customer basis; therefore, Cloud Providers will not be required to comply with the obligations in this DPA to the extent that they are inconsistent with each Cloud Provider's own data protection practices, but Mark43 will use reasonable efforts to assess that each Cloud Provider complies with its own data protection practices, which may include periodic examination of SOC 2 reports or comparable reports made available by Cloud Provider.

4. **Information Security Program.** Mark43 will implement and maintain a written information security program that contains reasonable administrative, technical and physical safeguards intended to protect Subscriber Data from unauthorized access, disclosure, use, modification, loss or destruction.

5. **Access.** Mark43 will maintain appropriate access controls to Subscriber Data, including limiting access to Subscriber Data only to personnel who require such access in order for Mark43 to provide Services to Subscriber or to otherwise exercise Mark43's rights or perform Mark43's obligations under this Agreement. Mark43 will require its personnel to protect Subscriber Data in accordance with the requirements of this DPA and will provide its personnel with appropriate information security training.

6. **Information Security.**
    a. Mark43 maintains its information security program and applicable safeguards at all Mark43 sites at which an information system that stores or otherwise processes Subscriber Data is located.
    b. Mark43 maintains network security using commercially available equipment and industry standard techniques, including firewalls, router access control lists, intrusion detection and/or prevention systems, penetration testing, vulnerability scanning, and patch management tools.
    c. Mark43 will encrypt, using industry-standard encryption tools, all Subscriber Data that Mark43: (i) transmits or sends wirelessly or across public networks; (ii) stores on laptops or removable storage media; and (iii) stores on portable devices. Mark43 will safeguard the confidentiality and availability of all encryption keys associated with encrypted Subscriber Data.
    d. Mark43 installs and maintains endpoint security measures such as anti-virus and malware protection software intended to protect Subscriber Data from malicious code.
    e. Mark43 undertakes appropriate logging and monitoring to enable recording of information security-related actions and identification of anomalous events.
    f. Mark43 develops software used to deliver the Services in accordance with secure software development principles.

7. **Security Incident Management.** Unless otherwise prohibited by law, Mark43 will notify Subscriber promptly (and in any event within seventy-two (72) hours) in the event Mark43 reasonably believes that there has been any unauthorized access, acquisition, disclosure, use, modification, loss or destruction of Subscriber Data ("**Security Incident**"). Mark43 will promptly investigate the Security Incident, will take necessary steps to eliminate or contain the exposure of Subscriber Data, and will keep Subscriber informed of the status of the Security Incident. Mark43 will provide reasonable assistance and cooperation requested

by Subscriber or Subscriber's designated representatives to correct, remediate, or investigate the Security Incident or to mitigate potential damage resulting from it, including any notification that Subscriber may determine appropriate to send to affected individuals, regulators or third parties.

8. **Business Continuity.** Mark43 implements appropriate disaster recovery and business continuity plans and reviews and updates such plans regularly. Back-up copies of critical business information and software are created regularly and tested to verify their integrity.

9. **Audits.** Upon Subscriber's request, Mark43 will make available to Subscriber up to once per year a copy of a third-party assessment, such as a SOC 2 report or comparable report ("**Third-Party Report**"), if Mark43 has obtained such a Third-Party Report for the Services; or if Mark43 has not obtained a Third-Party Report for the Services, Subscriber may provide to Mark43 a security assessment questionnaire related to the Services, which Mark43 will accurately and promptly complete. Such a questionnaire must be reasonable in scope and may include questions seeking verification of compliance with the terms and conditions of this DPA. All Third-Party Reports or information accessed by or otherwise disclosed to Subscriber in connection with any such review will be considered Confidential Information of Mark43.

10. **Return/Disposal.** Upon termination or expiration of this Agreement, Mark43 will cease handling Subscriber Data and will take reasonable steps to destroy Subscriber Data. If Mark43 has any legal obligation to retain any Subscriber Data, it will comply with relevant Applicable Laws and destroy such Subscriber Data in accordance with this DPA as soon as practicable after that legally required retention period has ended. If Mark43 disposes of any paper, electronic or other record containing Subscriber Data, Mark43 will take all reasonable steps to do so by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying Subscriber Data in such records to make it unreadable, unreconstructable and indecipherable.

11. **Location of Subscriber Data.** Subscriber Data stored or transmitted through the SaaS Services in Subscriber's user accounts shall be hosted by a Cloud Provider in the United States.

SCHEDULE D

Order Form

1. **Services**. The Services covered by this Agreement consist of the following:

   SaaS Services with respect to the following Applications: Records Management including Case Management, and Property and Evidence (RMS); Computer Aided Dispatch including LE First Responder and On-Scene Mobile (CAD); and Analytics.

   Professional Services as detailed in the Statement of Work.

2. **Subcontractors**. White Box Technologies Inc.

3. **Initial Term**. The Initial Term is the five (5) year period commencing on the Effective Date.

4. **Renewal Terms**. Any Renewal Terms shall be for a period of five (5) years.

5. **Fees**. For the Initial Term, the following Fees will apply:

   Recurring Fees:

Mark43 SaaS Services – Recurring Fees	Qty (if applicable)	List Price	Price to Subscriber
ANA 1: Analytics BI Suite Viewer	Not to Exceed 5 license(s)	$600.00	$600.00
ANA 2: Analytics BI Suite Explorer	Not to Exceed 3 license(s)	$1,440.00	$1,008.00
RMS 1: RMS Core	Not to Exceed 50 total sworn	$37,500.00	$35,625.00
RMS 2: RMS Case Management Module	Not to Exceed 50 total sworn	$8,000.00	$7,200.00
RMS 3: RMS Property and Evidence Management Module	Not to Exceed 50 total sworn	$8,000.00	$7,200.00
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 10 Telecommunicators	$36,000.00	$25,200.00
CAD 2: LE First Responder	Not to Exceed 50 total sworn	$30,000.00	$16,500.00
MOB 1: OnScene Mobile Application for CAD	Not to Exceed 50 total sworn	$24,000.00	$16,800.00
Subtotal - Mark43 SaaS Services		$145,540.00	$110,133.00

Partner Products – Recurring Fees	Qty (if applicable)	List Price	Price to Subscriber
PAR 6: ConnectCIC State Only	Site License for not to exceed 1 total sworn	$13,450.00	$13,450.00
Subtotal – Partner Products		$13,450.00	$13,450.00

Total Recurring Fees	**$158,990.00**	**$123,583.00***

*A 5% year over year increase will apply to this amount for each year of the first Renewal Term. Additional increases may be applied at any time during the Term if required quantities increase.

One-Time Fees:

Mark43 Professional Services – One-Time Fees	Qty (if applicable)	List Price	Price to Subscriber
Implementation Tenant: provisioning environments for configuration, testing, and training during the implementation period	1	$110,133.00	$110,133.00
RMS One-Time Implementation Services (0-399)	1	$50,000.00	$50,000.00
CAD One-Time Implementation Services (1-14)	1	$50,000.00	$50,000.00
Implementation Services for Data Exchange Module	1	$10,000.00	$10,000.00
Implementation Services for CAD Responder	1	$24,000.00	$24,000.00
Implementation Services for Case Management Module	1	$2,000.00	$2,000.00
Implementation Services for Evidence Module	1	$2,000.00	$2,000.00
Implementation Services for Reports Module	1	$24,000.00	$24,000.00
Services T&M	8 days	$16,000.00	$16,000.00
Training Credits	60 hours	$33,000.00	$33,000.00
Migration Estimate: Reports - 2	1	$125,000.00	$125,000.00
Migration Estimate: Evidence	1	$150,000.00	$128,547.00
Level 1 Interface Development: ESO Emergency Reporting: Cloud Fire RMS	1 interface(s)	$7,000.00	$7,000.00
Level 2 Interface Development: First Due: Fire & EMS RMS	1 interface(s)	$10,000.00	$10,000.00
Subtotal – Professional Services		$613,133.00	$591,680.00

Partner Products/Services – One-Time	Qty (if applicable)	List Price	Price to Subscriber
PAR: CommSys Implementation	1	$8,320.00	$8,320.00
Subtotal – Professional Services		$8,320.00	$8,320.00
Total One-Time Fees			**$600,000.00**

6. Payment Schedule.

a. Initial Term: Subscriber will pay the Fees detailed in Section 5 above according to the following schedule during the Initial Term.

Year	Details of Payments and Due Dates	Amount Due
1	Year 1 Payment, due according to the following schedule:	**$600,000.00**
	- Effective Date	*$300,000.00*
	- Application Setup Complete	*$78,113.25*
	- Go Live	*$78,113.25*
	- Production Data Migration Complete	*$143,773.50*
2	Year 2 Payment, due on the first anniversary of the Effective Date.	**$123,583.00**
3	Year 3 Payment, due on the second anniversary of the Effective Date.	**$123,583.00**
4	Year 4 Payment, due on the third anniversary of the Effective Date.	**$123,583.00**
5	Year 5 Payment, due on the fourth anniversary of the Effective Date.	**$123,583.00**
	FIVE (5) YEAR TOTAL	**$1,094,332.00**

b. Renewal Term: Fees for any Renewal Term will be paid annually in advance on the anniversary of the Effective Date.

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2024-1190

MEETING:	February 20, 2024
TO:	The Board of Supervisors
FROM:	Mike Brinkman, Building Director/CSG Contractor
RE:	Waive the Second Reading and Adopt an Ordinance Titled "Amending Chapters 15.10.040 and 15.10.080 of the Mariposa County Code"

RECOMMENDATION AND JUSTIFICATION

Waive the Second Reading and Adopt an Ordinance Titled "Amending Chapters 15.10.040 and 15.10.080 of the Mariposa County Code"

The 2022 edition of the California Code of Regulations Title 24, which incorporates the current California Building Codes, became effective January 1, 2023.

Adoption of Appendix AZ, Emergency Housing of the 2022 California Residential Code Title 24, Part 25 and Appendix P, Emergency Housing, 2022 California Building Code, Part 2 (Volumes 1 & 2) are requested by the Building Department. The adoption of the additional appendices will help to accommodate and regulate emergency housing associated with the continuing Shelter Crisis Local Emergency as well as help to ensure the safety of all structures within Mariposa County.

If adopted, this ordinance could enable the county to qualify for state funds available to assist the county with emergency housing.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 6, 2024 the Board Waived the first reading and introduced an Ordinance Titled "Amending Chapters 15.10.040 and 15.10.080 of the Mariposa County Code".

On December 12, 2022, the Mariposa County Board of Supervisors adopted the 2022 Edition of the California Building Standards Code, Title 24 of the California Code of Regulations, and other codes governing the construction and regulation of buildings and structures. The adoption did not include 2022 California Residential Code, Title 24, Part 2.5, Appendix AZ Emergency Housing and 2022 California Building Code, Part 2 (Volumes 1 & 2), Appendix P, Emergency Housing.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Second Reading: The Board may not change the ordinance text without returning to a new first reading. If the Board elects not to adopt the ordinance, the change will not be accomplished.

FINANCIAL IMPACT

No financial impacts are anticipated.

ATTACHMENTS

1. **Summary Ordinance (1)**
2. **Emergency Housing Ordinance**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF ADOPTED ORDINANCE AMENDING
TITLE 15 OF THE MARIPOSA COUNTY CODE

Notice is hereby given that on Tuesday, February 20, 2024, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors adopted an ordinance amending Chapters 15.10.010 and 15.10.080 of Title 15 of the Mariposa County Code as follows:

15.10.010: Amends current adopting the 2022 California Residential Code, Title 24, Part 2.5, Appendix AZ Emergency Housing, which adds Definitions, and standardized code requirements for Emergency Housing. The definitions were also alphabetized.

15.10.080: Amends current adopting the 2022 California Building Code, Part 2 (Volumes 1 & 2), Appendix P, Emergency Housing, which adds Definitions, and standardized code requirements for Emergency Housing. The definitions were also alphabetized.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

MARIPOSA COUNTY ORDINANCE NO. 2024-1190

AN ORDINANCE AMENDING CHAPTERS 15.10.040 AND 15.10.080 OF THE MARIPOSA COUNTY CODE

WHEREAS the Board of Supervisors desire to amend Chapters 15.10.040 and 15.10.080 of the Mariposa County Code; and

WHEREAS the standards of building within the county must conform with state law except where local conditions warrant more restrictive regulations, and, therefore, the Board of Supervisors should adopt by reference the 2022 California Residential Code, Title 24, Part 2.5, Appendix AZ Emergency Housing and 2022 California Building Code, Part 2 (Volumes 1 & 2), Appendix P, Emergency Housing, in their entirety; and

WHEREAS, the adoption of these appendices will protect the health, safety and welfare of the citizens of Mariposa County in association with the declaration of the ongoing shelter crisis by providing: (1) construction and use standards for emergency housing related to supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for intended use; (2) expanded/additional options for emergency housing; and

WHEREAS this amendment incorporates the referenced appendices as an update to the regulatory program adopting by reference the 2022 Edition of the California Building Standards Code, Title 24 of the California Code of Regulations, and other codes governing the construction and regulation of buildings and structures; and

WHEREAS there is no potential for the project to cause a significant effect on the environment.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

Section I: Chapter 15.10 of the Mariposa County Code is hereby amended to read as follows:

15.10.040 California Building Code and Appendices Adopted

Except as hereafter changed or modified, the California Building Code and Appendixes, as amended by the California Building Standards Commission including the most current updates and errata, and published by the International Code Council, 2022 Edition Part 2, Volumes 1 and 2, and Appendixes "B" Board of Appeals, “C” Group U—Agricultural Buildings and “J” Grading, “P” Emergency Housing, are adopted by reference and incorporated in this chapter as if fully set

forth herein, and shall be known and referred to as the building code of the county.

15.10.080 California Residential Code and Appendices Adopted

Except as hereafter changed or modified, the California Residential Code, Part 2.5, as amended by the California Building Standards Commission including the most current errata and published by the International Code Council, 2022 Edition, Chapter 1, Division II Administration, Appendixes "AV" Board of Appeals and "AX" Swimming Pool Safety Act, , "AZ" Emergency Housing, are adopted by reference and incorporated in this chapter as if fully set forth herein, and shall be known and referred to as the residential code of the County. A copy of said code shall be kept and maintained by the building official for use and examination by the public.

***SECTION** II: The purpose of this Ordinance is to adopt by reference, 2022 California Residential Code, Title 24, Part 2.5, Appendix AZ Emergency Housing and 2022 California Building Code, Part 2 (Volumes 1 & 2), Appendix P, Emergency Housing additional appendices found in the 2022 edition of the California Building Standards Code, Title 24 of the California Code of Regulations. The purpose of this Ordinance is also to provide minimum requirements and standards for the protection of the public safety, health, property, and welfare of Mariposa County in relation to emergency housing provided in accordance with declaration of a shelter crisis. The Ordinance is adopted under the authority of Government Code Section 50022.2 and Health and Safety Code Sections 17958.7 and 18941.5.*

***SECTION III:** This Ordinance shall be the source of regulations for emergency housing in association with the declaration of an emergency or shelter crisis on any property owned or utilized by the County of Mariposa.*

***SECTION IV:** In the event of any conflict between this Ordinance and any law, rule, or regulation of the State of California, that requirement which establishes the higher standard of safety shall govern. Failure to comply with such standard of safety shall be a violation of this Code.*

***SECTION V:** If any section, subsection, sentence, clause, or phrase contained in this Ordinance is, for any reason, held to be unconstitutional, such 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 any section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.*

***SECTION VI:** Nothing in this Ordinance or in the California Building Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance*

hereby amended as cited in this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

SECTION VII: *The provisions of this Ordinance are enacted for the public health, safety, and welfare and are to be liberally construed to obtain the beneficial purposes thereof.*

SECTION VIII: *The provisions of this Ordinance shall not be construed as imposing upon Mariposa County any liability or responsibility for damage to persons or property resulting from defective work, nor shall Mariposa County or any official, employee or agent thereof, be held as assuming any such liability or responsibility by reason of the review or inspection authorized by the provisions of this Ordinance of any permits or certificates issued under this Ordinance.*

SECTION I X: *Pursuant to Government Code section 25123, this ordinance shall become effective 30 days after enactment.*

SECTION X: *The Board of Supervisors finds that this project is exempt from the California Environmental Quality Act {CEQA) pursuant to Section 15061{b}{3} of CEQA Guidelines.*

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 6th day February 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAINED:

_____

MILES MENETREY, Chair
Mariposa County Board of Supervisors

ATTEST:

_____

DANIELLE BONDSHU, Clerk of the Board

APPROVED TO FORM:

_____

STEVE DAHLEM, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-75

MEETING:	February 20, 2024
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Approve Microenterprise Grants for Six Local Businesses in the Amount of $10,000 Each; and Authorize the Auditor to Submit Payment

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RECOMMENDATION AND JUSTIFICATION

Approve Microenterprise Grants for Six Local Businesses in the Amount of $10,000 Each; and Authorize the Auditor to Submit Payment

Pursuant to Board discussion and direction given on February 6, 2020, the Chair of the Mariposa County Economic Development Corporation (EDC) Board of Directors will present six recommended $10,000 grant awards for the Microenterprise Program. Sixteen total applications were received between November 30 and January 15. A committee of 6 EDC Board members and 3 Mariposa County staff scored each application. Committee members evaluated the applications based on completeness and the following criteria detailed in the application:

(1) Does the business meet the needs of the community or target market?
(2) Does the proposed use of grant funds align with the community/market need?
(3) Is the business plan feasible?

Each committee member scored the completeness of the application and the criteria above on a scale of 0 to 3. These scores were then summed to determine the six recommended grantees. Based on the direction provided by the Board, staff attached the scores, a description of the evaluation process, and a summary of the recommended businesses' applications to this board item. The committee is recommending that the Mariposa County Board of Supervisors award $10,000 grants to Yosemite Movement Arts, Yosemite E-Biking, Irma's Itty Bitties Daycare, Sierra Sown, Rose Fluharty Nutrition LLC, and Mountain Muse LLC.

The Microenterprise Program provides grants and loans to low-and moderate-income business owners to expand their businesses' capacity and to drive economic growth in our community. It is funded by a Community Development Block Grant, which is administered by California's Department of Housing & Community Development (HCD).

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 6, 2023 - The Board of Supervisors directed staff to have the Economic Development Corporation (EDC) Board Chair present the six recommended awards for $10,000 grants for approval.

On May 19, 2020 - The Board of Supervisors adopted resolution 2022-68 approving the application of a

CDBG grant for the microenterprise program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would result in the businesses not receiving funds to expand their capacity.

FINANCIAL IMPACT

No impact to the general fund. The County received a $250,000 CDBG grant to fund the Microenterprise Program.

ATTACHMENTS

1. **021424 Recommended Awards_FINAL**
2. **021324 Award Letters**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

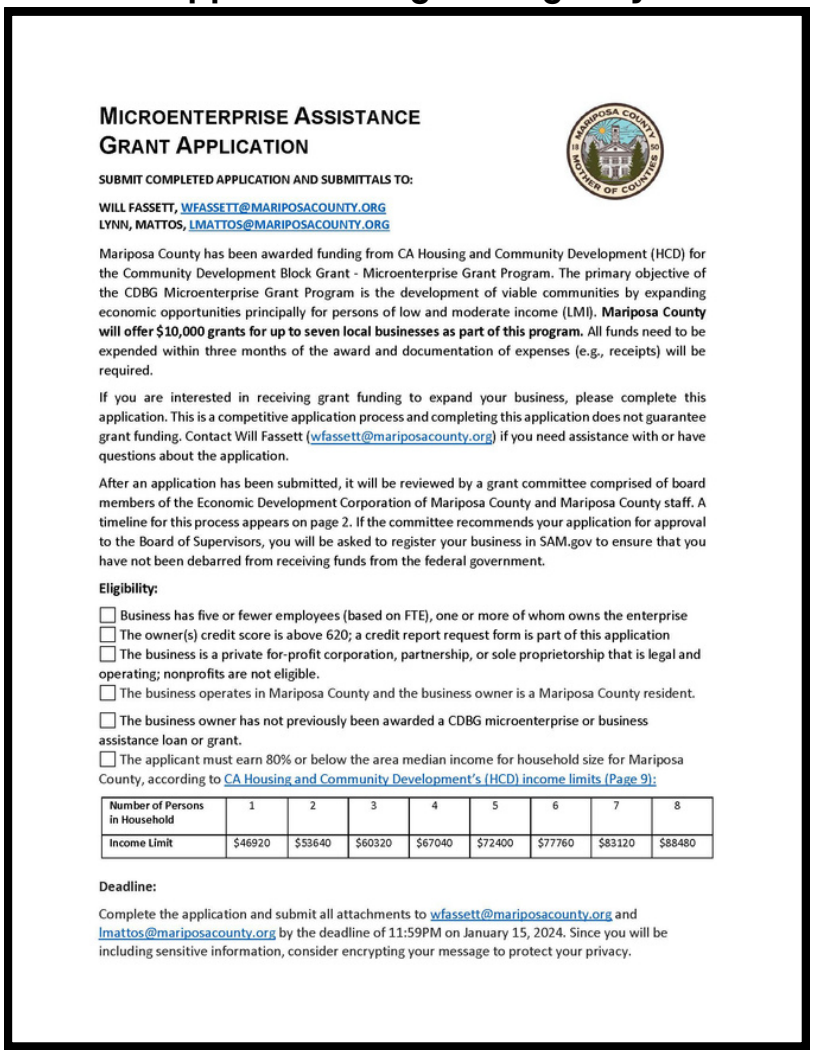
Microenterprise Grant Award Recommendations

February 20, 2024

Microenterprise Program & Application:

The Microenterprise Program provides grants and loans to low-and moderate-income business owners to expand their businesses' capacity and to drive economic growth in our community. It is funded by a Community Development Block Grant, which is administered by California's Department of Housing & Community Development (HCD). For this round, an application for $10,000 grants to small businesses was released in November 2023 and publicized on social media and in the local press. The grant deadline was January 15, 2024. Sixteen total applications were received for six awards.

Application Page 1 - Eligilbity



MICROENTERPRISE ASSISTANCE GRANT APPLICATION

SUBMIT COMPLETED APPLICATION AND SUBMITTALS TO:

WILL FASSETT, WFASSETT@MARIPOSACOUNTY.ORG
LYNN, MATTOS, LMATTOS@MARIPOSACOUNTY.ORG

Mariposa County has been awarded funding from CA Housing and Community Development (HCD) for the Community Development Block Grant - Microenterprise Grant Program. The primary objective of the CDBG Microenterprise Grant Program is the development of viable communities by expanding economic opportunities principally for persons of low and moderate income (LMI). **Mariposa County will offer $10,000 grants for up to seven local businesses as part of this program.** All funds need to be expended within three months of the award and documentation of expenses (e.g., receipts) will be required.

If you are interested in receiving grant funding to expand your business, please complete this application. This is a competitive application process and completing this application does not guarantee grant funding. Contact Will Fassett (wfassett@mariposacounty.org) if you need assistance with or have questions about the application.

After an application has been submitted, it will be reviewed by a grant committee comprised of board members of the Economic Development Corporation of Mariposa County and Mariposa County staff. A timeline for this process appears on page 2. If the committee recommends your application for approval to the Board of Supervisors, you will be asked to register your business in SAM.gov to ensure that you have not been debarred from receiving funds from the federal government.

Eligibility:

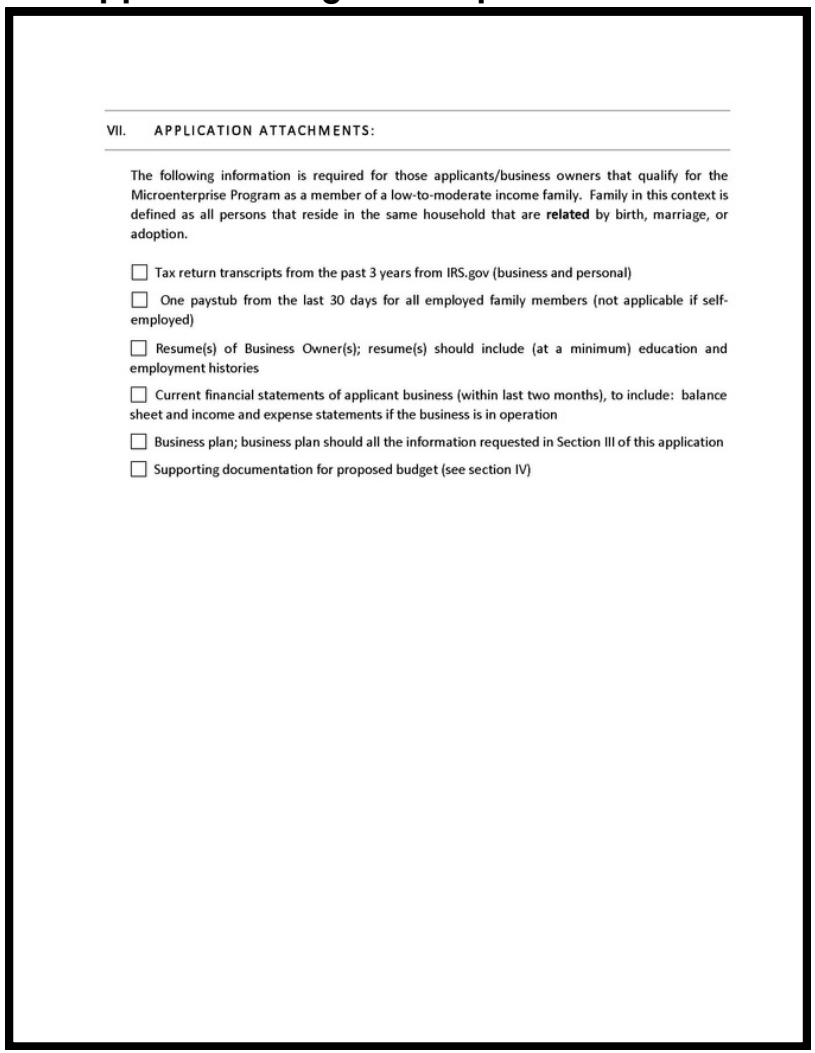
☐ Business has five or fewer employees (based on FTE), one or more of whom owns the enterprise
☐ The owner(s) credit score is above 620; a credit report request form is part of this application
☐ The business is a private for-profit corporation, partnership, or sole proprietorship that is legal and operating; nonprofits are not eligible.
☐ The business operates in Mariposa County and the business owner is a Mariposa County resident.
☐ The business owner has not previously been awarded a CDBG microenterprise or business assistance loan or grant.
☐ The applicant must earn 80% or below the area median income for household size for Mariposa County, according to CA Housing and Community Development's (HCD) income limits (Page 9):

Number of Persons in Household	1	2	3	4	5	6	7	8
Income Limit	$46920	$53640	$60320	$67040	$72400	$77760	$83120	$88480

Deadline:

Complete the application and submit all attachments to wfassett@mariposacounty.org and lmattos@mariposacounty.org by the deadline of 11:59PM on January 15, 2024. Since you will be including sensitive information, consider encrypting your message to protect your privacy.

Application Page 8 - Required Materials



VII. APPLICATION ATTACHMENTS:

The following information is required for those applicants/business owners that qualify for the Microenterprise Program as a member of a low-to-moderate income family. Family in this context is defined as all persons that reside in the same household that are **related** by birth, marriage, or adoption.

☐ Tax return transcripts from the past 3 years from IRS.gov (business and personal)
☐ One paystub from the last 30 days for all employed family members (not applicable if self-employed)
☐ Resume(s) of Business Owner(s); resume(s) should include (at a minimum) education and employment histories
☐ Current financial statements of applicant business (within last two months), to include: balance sheet and income and expense statements if the business is in operation
☐ Business plan; business plan should all the information requested in Section III of this application
☐ Supporting documentation for proposed budget (see section IV)

Microenterprise Program Scoring & Evaluation:

In a preliminary review, Mariposa County staff reviewed each applicant's tax information and credit scores to ensure that they met the eligibility requirements for the program. All applications were then evaluated by a grant committee. Each committee member signed an agreement to keep applicants' personal and financial information confidential.

Six Mariposa County Economic Development Corporation (EDC) board members and 3 Mariposa County staff independently scored each application on a scale of 0 to 3 (in half-point increments) based on completeness and the following criteria detailed in the application:

(a) Does the business meet the needs of the community or target market?
(b) Does the proposed use of grant funds align with the community/market need?
(c) Is the business plan feasible?

These scores were then summed to determine the six recommended grantees. Two committee members, Will Fassett and Marilyn Saunders, independently tallied the results to ensure that the data entry was correct.

Preliminary Review:
Credit Score & Income

Committee Scoring:
Nine Committee Members Scored Applications

Score Review:
Two Committee Members Independently Entered Scores for Final Tally

Grant Application Scoring:

Applicant Name	Meets Needs of Community/Market	Grant Funds Align w/Community Market	Feasbility	Application Completeness	Total
Yosemite Movement Arts	24.5	23.5	24	23	95
Yosemite E-Biking	25.5	25	21.5	22	94
Irma's Itty Bitties Daycare	26.5	21.5	22.5	22.5	93
Sierra Sown	21.5	22	22.5	25.5	91.5
Rose Fluharty Nutrition LLC	22.5	20	17	26	85.5
Mountain Muse LLC	21	20.5	18	25	84.5
Skydive Yosemite LLC	23.5	19	23	18.5	84
The Alley	20.5	19.5	23	21	84
Uncle Bingo Skateshop	17.5	19	17	26	79.5
NLF Ceramics	19	20.5	20	16.5	76
Fungi Temple LLC	17.5	14.5	16.5	22	70.5
Elevate Spa & Salon	23.5	21.5	17.5	8	70.5
Chloe's Custom Crochet	16.5	19.5	15.5	13.5	65
Yosemite Paradise Inn	14	13	15	9.5	51.5
David Schatzle LLC	12.5	15.5	11.5	10	49.5
Blue Oak Ayurveda Inc	10.5	10	11	10.5	42

Microenterprise Program Committee Members:
Marilyn Saunders, EDC President
Zoe Alexander, EDC Vice President
Les Marsden, EDC 2nd Vice President
James (Jim) Rhodes, EDC Board Member
Nina Rhodes, EDC Board Member
Candy O'Donel Browne, EDC Board Member
Will Fassett, Mariposa County Staff
Hannah Harrison, Mariposa County Staff
Polina Pivak, Mariposa County Staff

Recommended $10,000 Award:

Business Name: Yosemite Movement Arts

Business Owner: Carissa McKee

Business Description (from application): Yosemite Movement Arts is a sole proprietorship established in 2022 that provides aerial arts instruction as well as live entertainment to the greater Yosemite area. Services include aerial performances, aerial classes, hula hoop classes, and fire performances with fire hula hoops, staffs, fans, and palm torches. The business currently offers weekly classes for adults, teens, and children at Mountain Fitness Auxiliary Location and Yosemite Strength Training. Private lessons are also available on a professional portable free standing aerial rig.

Yosemite Movement Arts has put on performances at local public events such as Mariposa Butterfly Festival, Yosemite Music Festival, Yosemite Goddess Festival, and Oakhurst Fall Festival, as well as at events at BB's Catering's KAL Estates and other private venues. Whether they be students or audience members, Yosemite Movement Arts strives to bring the joy of aerial and circus arts to as many people as possible, both tourists and locals, in Mariposa.

Proposed Use of Grant Funds: Yosemite Movement Arts will use the grant funds to buy equipment (i.e. aerial landing mats, aerial hammocks, aerial ropes) and pay for training to expand the variety and number of classes offered. Another portion of grant funding will assist the organization administratively and help cover expenses for rent, insurance, and software.

Recommended $10,000 Award:

Business Name: Yosemite E-Biking

Business Owner: Chris Van Leuven

Business Description (from application): Yosemite E-Biking's mission is to leverage extensive local knowledge and experience in outdoor adventures and storytelling to provide unique and memorable e-biking experiences in Mariposa. They offer custom-tailored, private, guided adventure tours that combine e-biking with rock climbing, hiking, gold panning, and yoga, complete with all necessary equipment and custom bikes. Operating from Colorado Road in Mariposa, bordering Midpines, Yosemite E-Biking is located in an area with immediate access to scenic routes and vistas of Yosemite National Park.

Yosemite E-Biking maintains a fleet of 9 e-bikes. The business was recently highlighted in the Mariposa Gazette (June 8, 2023 issue) and has many five-star reviews from clients praising their experiences. Half-day and full-day tours are offered for local residents and visitors to the Mariposa and Yosemite area.

Proposed Use of Grant Funds: Yosemite E-Biking will use the grant funds for e-bike parts, marketing costs to advertise on Google, payroll to compensate part-time guides, and safety gear. In the long-term, Yosemite E-Biking wants to add multi-day bike-packing adventures and diversify its tour offerings. The grants funds will help them move toward this long-term vision.

Recommended $10,000 Award:

Business Name: Irma's Itty Bitties

Business Owner: Irma Camorlinga

Business Description (from application): Irma's Itty Bitties was started on June 2, 2022 as a fully-licensed, home daycare facility. Irma Camorlinga, the owner, has over 33 years of experience caring for children and has been a resource family (foster mother) for Mariposa County since 2016. The business is able to care for up to 14 children per day.

In Mariposa, daycare services are despartely needed. Most facilities have waitlists or are fully enrolled. There is also a big need for infant care. Because infants take up "more space" in daycares, many providers only take ages 2 and up. Irma's Itty Bitties encourages infant enrollment.

Proposed Use of Grant Funds: With the grant funds, Irma's Itty Bitties would hire a full-time assistant, who could help the business reach full enrollment capacity. Also, funds would be used to add a playground with a fence and shading to provide a more enriching experience for children in the business's care.

Recommended $10,000 Award:

Business Name: Sierra Sown

Business Owner: Kali McKeown

Business Description (from application): Sierra Sown is a woman-owned art and apparel business and lifestyle brand that creates cyanotype art using pressed flowers and topographic maps from the Sierra Nevada Mountains to remind people of the magic of the natural world.

Cyanotype is an alternative photographic printing process first created in 1842 and, due to its inexpensive process, was used to repurpose plans and technical drawings into what we now know as blueprints. Sierra Sown uses a classic cyanotype process by coating materials like fabric or paper in a combination of two solutions that, when combined, become light sensitive. Designs are created with artistic patterns of pressed flowers, other natural objects, and topographic maps, then the coated materials are exposed to the sun to create individual one-of-a-kind art pieces and apparel. Current products include art prints, upcycled clothing, bandanas, fabric wall hangings, greeting cards, hats, jewelry, canvas shoe, notebooks, and more.

Proposed Use of Grant Funds: Grants funds will be used to purchase equipment to streamline production; implement an advertising budget; purchase inventory to create wholesale products in bulk; purchase samples of re-printed products to make final decision for wholesale offerings; pay for travel expenses for first in-person events of the year and purchase display equipment for events; hire an accountant; hire a contracted photographer for 1-2 product photo sessions; pay for administrative expenses like internet, business insurance, website hosting fees, rent, etc.; and hire a part-time employee for various smaller production tasks (label clothing, shipping/handling, social media posting, etc.).

Recommended $10,000 Award:

Business Name: Rose Fluharty Nutrition LLC

Business Owner: Rose Fluharty

Business Description (from application): Rose Fluharty Nutrition LLC works with individuals and groups through counseling and signs and symptom management, while co-actively creating long term health plans. Throughout this process, the business uses health coaching skills, nutritional education, and assessments to help determine the best pathway toward wellness for each unique person. In 2024, Rose Fluharty Nutrition will directly provide hands-on cooking demonstrations, meals, meal preparation/meal kits, and individual health food items for sale.

Rose Fluharty Nutrition was founded as a sole proprietorship in May of 2021. Over the past three years, this business has grown and achieved a credential of Certified Nutrition Specialist® after completing over 1,000 hours of supervised initial practice and examination. An expansion into a teaching kitchen is currently underway.

Proposed Use of Grant Funds: Grant funds will be used to support the extension of Rose Fluharty Nutrition into a meal service for the Mariposa community. Expenditures will include commercial kitchen equipment, cookware, food inventory, janitorial supplies, and appliances.

Recommended $10,000 Award:

Business Name: Mountain Muse LLC

Business Owner: Hallie Richards

Business Description (from application): Mountain Muse is an event rental company, which is new to Mariposa, as of December 2023. Services offered by Mountain Muse range from something as simple as a pick-up and drop-off rental service for events (e.g., tables, chairs, mobile bar, decor, dishware, flatware, etc.) to the tailored delivery and set up of specialty picnics.

Mountain Muse helps clients tailor their specialty picnics, intimate gatherings and events to fit their dreams and expectations. All services fill an existing business void in our community for unique, artisan-inspired rentals for small- to moderately-sized events. They help clients to plan special events and make sure they have items delivered, setup, and ready-for-use.

Proposed Use of Grant Funds: The grant funds will be used to rehab a mobile bar trailer in partnership with McGrath Arts and purchase locally-made ceramic pottery from local artist Stan Taylor. It will also be used to purchase a flatbed trailer to transport the mobile bar. Additional funds will be used for online marketing and for professional photography to promote the business.

Mariposa County

DALLIN KIMBLE

County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

February 20, 2024

Kali McKeown
Sierra Sown
4054 Indian Peak Road
Mariposa CA 95338

Dear Ms. McKeown,

RE: Microenterprise Grant Award

Mariposa County is pleased to offer you a $10,000 grant award from the Microenterprise Grant & Loan Program, a component of the Community Development Block Grant (CDBG) from the California Department of Housing and Community Development. Your application was scored by a committee of Mariposa County Economic Development Corporation (EDC) board members and Mariposa County staff and was selected for recommendation for approval to the Mariposa County Board of Supervisors.

On Tuesday, February 20, 2024, the Board of Supervisors reviewed the recommendation and approved a $10,000 Microenterprise grant to Sierra Sown. This letter constitutes notice of the award of funds. After receiving your W-9 (Request for Taxpayer Identification Number and Certification), staff will set you up as a supplier in our financial system. This will allow you to receive your grant funding by check. Prior to receiving your award, you will also be required to register with SAM.gov. **As described in the application, for reporting purposes, you must provide receipts and documentation of grant expenditures of $10,000 within three months of receipt of this award.**

Congratulations on your successful application. On behalf of Mariposa County and the Economic Development Corporation of Mariposa County, we hope these funds will help build the capacity of your business and allow it to thrive in the years to come. For further information, please contact Will Fassett at wfassett@mariposacounty.org or (209) 742-1246.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa

Mariposa County

DALLIN KIMBLE

County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

February 20, 2024

Rose Fluharty
Rose Fluharty Nutrition, LLC
5074 Jones Street
Mariposa CA 95338

Dear Ms. Fluharty,

RE: Microenterprise Grant Award

Mariposa County is pleased to offer you a $10,000 grant award from the Microenterprise Grant & Loan Program, a component of the Community Development Block Grant (CDBG) from the California Department of Housing and Community Development. Your application was scored by a committee of Mariposa County Economic Development Corporation (EDC) board members and Mariposa County staff and was selected for recommendation for approval to the Mariposa County Board of Supervisors.

On Tuesday, February 20, 2024, the Board of Supervisors reviewed the recommendation and approved a $10,000 Microenterprise grant to Rose Fluharty Nutrition LLC. This letter constitutes notice of the award of funds. After receiving your W-9 (Request for Taxpayer Identification Number and Certification), staff will set you up as a supplier in our financial system. This will allow you to receive your grant funding by check. Prior to receiving your award, you will also be required to register with SAM.gov. **As described in the application, for reporting purposes, you must provide receipts and documentation of grant expenditures of $10,000 within three months of receipt of this award.**

Congratulations on your successful application. On behalf of Mariposa County and the Economic Development Corporation of Mariposa County, we hope these funds will help build the capacity of your business and allow it to thrive in the years to come. For further information, please contact Will Fassett at wfassett@mariposacounty.org or (209) 742-1246.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa

Mariposa County

DALLIN KIMBLE

County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

February 20, 2024

Irma Camorlinga
Irma's Itty Bitties Daycare
5638 Carleton Road
Mariposa, CA 95338

Dear Ms. Camorlinga,

RE: Microenterprise Grant Award

Mariposa County is pleased to offer you a $10,000 grant award from the Microenterprise Grant & Loan Program, a component of the Community Development Block Grant (CDBG) from the California Department of Housing and Community Development. Your application was scored by a committee of Mariposa County Economic Development Corporation (EDC) board members and Mariposa County staff and was selected for recommendation for approval to the Mariposa County Board of Supervisors.

On Tuesday, February 20, 2024, the Board of Supervisors reviewed the recommendation and approved a $10,000 Microenterprise grant to Irma's Itty Bitties Daycare. This letter constitutes notice of the award of funds. After receiving your W-9 (Request for Taxpayer Identification Number and Certification), staff will set you up as a supplier in our financial system. This will allow you to receive your grant funding by check. Prior to receiving your award, you will also be required to register with SAM.gov. **As described in the application, for reporting purposes, you must provide receipts and documentation of grant expenditures of $10,000 within three months of receipt of this award.**

Congratulations on your successful application. On behalf of Mariposa County and the Economic Development Corporation of Mariposa County, we hope these funds will help build the capacity of your business and allow it to thrive in the years to come. For further information, please contact Will Fassett at wfassett@mariposacounty.org or (209) 742-1246.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa

Mariposa County

DALLIN KIMBLE

County Administrative Officer

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dkimble@mariposacounty.org
www.mariposacounty.org

February 20, 2024

Hallie Richards
Mountain Muse LLC
4994 7th Street
Mariposa CA 95338

Dear Ms. Richards,

RE: Microenterprise Grant Award

Mariposa County is pleased to offer you a $10,000 grant award from the Microenterprise Grant & Loan Program, a component of the Community Development Block Grant (CDBG) from the California Department of Housing and Community Development. Your application was scored by a committee of Mariposa County Economic Development Corporation (EDC) board members and Mariposa County staff and was selected for recommendation for approval to the Mariposa County Board of Supervisors.

On Tuesday, February 20, 2024, the Board of Supervisors reviewed the recommendation and approved a $10,000 Microenterprise grant to Mountain Muse LLC. This letter constitutes notice of the award of funds. After receiving your W-9 (Request for Taxpayer Identification Number and Certification), staff will set you up as a supplier in our financial system. This will allow you to receive your grant funding by check. Prior to receiving your award, you will also be required to register with SAM.gov. **As described in the application, for reporting purposes, you must provide receipts and documentation of grant expenditures of $10,000 within three months of receipt of this award.**

Congratulations on your successful application. On behalf of Mariposa County and the Economic Development Corporation of Mariposa County, we hope these funds will help build the capacity of your business and allow it to thrive in the years to come. For further information, please contact Will Fassett at wfassett@mariposacounty.org or (209) 742-1246.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa

Mariposa County

DALLIN KIMBLE

County Administrative Officer

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dkimble@mariposacounty.org
www.mariposacounty.org

February 20, 2024

Chris Van Leuven
Yosemite E-Biking
5781 Colorado Road
Mariposa CA 95338

Dear Mr. Van Leuven,

RE: Microenterprise Grant Award

Mariposa County is pleased to offer you a $10,000 grant award from the Microenterprise Grant & Loan Program, a component of the Community Development Block Grant (CDBG) from the California Department of Housing and Community Development. Your application was scored by a committee of Mariposa County Economic Development Corporation (EDC) board members and Mariposa County staff and was selected for recommendation for approval to the Mariposa County Board of Supervisors.

On Tuesday, February 20, 2024, the Board of Supervisors reviewed the recommendation and approved a $10,000 Microenterprise grant to Yosemite E-Biking. This letter constitutes notice of the award of funds. After receiving your W-9 (Request for Taxpayer Identification Number and Certification), staff will set you up as a supplier in our financial system. This will allow you to receive your grant funding by check. Prior to receiving your award, you will also be required to register with SAM.gov. **As described in the application, for reporting purposes, you must provide receipts and documentation of grant expenditures of $10,000 within three months of receipt of this award.**

Congratulations on your successful application. On behalf of Mariposa County and the Economic Development Corporation of Mariposa County, we hope these funds will help build the capacity of your business and allow it to thrive in the years to come. For further information, please contact Will Fassett at wfassett@mariposacounty.org or (209) 742-1246.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa

Mariposa County

DALLIN KIMBLE

County Administrative Officer

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Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

February 20, 2024

Carissa McKee
Yosemite Movement Arts
5030 West Whitlock Road
Mariposa CA 95338

Dear Ms. McKee,

RE: Microenterprise Grant Award

Mariposa County is pleased to offer you a $10,000 grant award from the Microenterprise Grant & Loan Program, a component of the Community Development Block Grant (CDBG) from the California Department of Housing and Community Development. Your application was scored by a committee of Mariposa County Economic Development Corporation (EDC) board members and Mariposa County staff and was selected for recommendation for approval to the Mariposa County Board of Supervisors.

On Tuesday, February 20, 2024, the Board of Supervisors reviewed the recommendation and approved a $10,000 Microenterprise grant to Yosemite Movement Arts. This letter constitutes notice of the award of funds. After receiving your W-9 (Request for Taxpayer Identification Number and Certification), staff will set you up as a supplier in our financial system. This will allow you to receive your grant funding by check. Prior to receiving your award, you will also be required to register with SAM.gov. **As described in the application, for reporting purposes, you must provide receipts and documentation of grant expenditures of $10,000 within three months of receipt of this award.**

Congratulations on your successful application. On behalf of Mariposa County and the Economic Development Corporation of Mariposa County, we hope these funds will help build the capacity of your business and allow it to thrive in the years to come. For further information, please contact Will Fassett at wfassett@mariposacounty.org or (209) 742-1246.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-76

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Adopt Balancing Adjustments for Fiscal Year 2023-2024 Adopted Budget (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Adopt Balancing Adjustments for Fiscal Year 2023-2024 Adopted Budget (4/5ths Vote Required).

The Board of Supervisors approved the Fiscal Year 2023-2024 Budget using estimated fund balances. The Auditor has now calculated the actual year-end fund balances and adjustments are necessary prior to submitting the budget to the State Controller's Office and printing the Final Budget.

In addition, adjustments have been made in response to a few changes to or errors and omissions in the recommended budget. The attached memo outlines notable adjustments.

Staff recommends the adjustments outlined in the attached documents with any revisions as directed by the Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 23-343: Adopt a Resolution Adopting the 2023-24 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2023-24 (FY24) Budget

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The process of adjusting budgets to reflect current, calculated beginning fund balances is required by state law. The Board can decide to make changes to appropriations adjustments to balance each fund, but the balancing adjustments must be made.

FINANCIAL IMPACT

ATTACHMENTS

1. **FY24 BALANCING ADJUSTMENTS MEMO**
2. **BOARD OF SUPERVISORS BALANCING ADJUSTMENTS 2.20.24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District IV Supervisor Wayne Forsythe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DALLIN KIMBLE
County Administrative Officer

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
209-966-3222
1-800-736-1252
dkimble@mariposacounty.org

To: Board of Supervisors

From: Dallin Kimble, County Administrative Officer
Leigh Westerlund, Assistant County Administrative Officer

Date: February 20, 2024

Subject: Fiscal Year 2023-2024 (FY24) Balancing Adjustments

Submitted for your review and consideration are the Fiscal Year 2023-2024 (FY24) Balancing Adjustments. The Board of Supervisors approved the FY24 budget using estimated fund balances. The auditor has now calculated the actual year-end fund balances and adjustments are necessary prior to finalizing the FY24 budget.

As a reminder, fund balances are one-time revenues that should only be allocated to one-time expenses such as capital improvements and reserves (in contrast to ongoing expenses such as salaries or operations). This memo provides additional detail.

General Fund
The adopted budget anticipated a General Fund balance of $4.75 million to begin the fiscal year. Final auditor calculations report an actual fund balance of -$(136,765), a reduction of approximately $4.88 million. Proposed adjustments to balance the general fund must be approved, or modified and approved, with a four-fifths vote.

Two major reasons for the smaller-than-anticipated fund balance include lower transient occupancy tax (TOT) revenue than budgeted and reserve contributions that were not reflected in operating statements. Several accounts were also spent down more than anticipated, leading to the low fund balance.

The County received approximately $3 million less TOT revenue than was budgeted for Fiscal Year 2022-2023 (FY23) due to visitation disruptions during the Oak Fire and two winter storm events. For the final six months of FY23, this shortage was not apparent because administration's TOT report errantly included funds from the tourism business improvement district (TBID). This error has since been corrected.

Over the past two years, the Board has allocated $6.8 million in reserves. This amount was reflected on our balance sheet but did not appear on the operating statement. As a result, it appeared in the budgeting process that there was $6.8 million more to allocate than was actually the case.

In addition to the lower-than-anticipated beginning fund balance, there are a few other factors that exacerbated the gap between revenue and expenses in the General Fund budget. These include:

- $732K county match to close Fund 5524, which was set up to track emergency repairs that occurred on Ben Hur Road in 2019;
- $487K county match associated with two winter storm events in the winter of 2022-2023;
- $252K decrease in Fire revenue to reflect not receiving a grant that was anticipated for self-contained breathing apparatus (SCBA) replacement;
- $65K additional expense to complete two audits in one fiscal year;
- $100K increase in indigent defense expenses due to higher rates for legal support required by the State and increasing levels of conflict counsel; and
- $300K increase in the cost of the ambulance services.

In sum, the fund balance and these additional factors created a $6.6 million gap that needed to be closed with these balancing adjustments. Administration took several initial steps to balance the General Fund before requesting department support. Initial steps included:

- Increase budgeted TOT revenue by $742K;
- Increase budgeted property tax in lieu of vehicle license fees by $350K;
- Transfer $1.2M from Sheriff's Headquarters Fund;
- Increase cost plan revenue by $140K;
- Decrease utility district loans by $149K due to higher-than-anticipated fund balances;
- Decrease energy pilot project debt service payments by $185K; and
- Reduce the General Fund contingency by $300K.

Revenue adjustments were made after review and discussion with the department(s) that manage those funds. Cost plan revenues are typically calculated prior to beginning the budget process but had not yet been done for FY24 due to other financial reporting priorities. Design for the sheriff's headquarters is complete, which allows these funds to be returned to the General Fund while funds for construction are identified. The energy pilot project debt service payments are ahead of schedule by one year, which allows for the recommended decrease to help balance the General Fund.

For the remaining funds to close the budget gap, county departments were requested to identify additional revenue, expense savings, and/or special revenue funds that could be used. Not all departments were able to contribute for a variety of reasons, but every department scrutinized their budgets carefully and did what they could. We recognize

this is not an easy or comfortable process and are grateful for this effort to benefit the County as a whole.

Inclusive of all of the amendments mentioned above, the recommended balancing adjustments affect County departments as follows:

- $414,788 Administration
- $14,354 Agricultural Commissioner
- $52,251 Assessor
- $76,650 Auditor
+ $8,000 Board of Supervisors
- $19,355 County Counsel
- $145,828 District Attorney
+ $298,396 Fire
- $52,318 Health and Human Services Agency
- $4,000 Library
- $435,727 Planning
- $250,270 Probation
- $591,786 Public Works
- $661,326 Sheriff
- $275,616 Treasurer
- $17,062 UC Cooperative Extension

Non-General Funds
All other fund adjustments are presented primarily to re-balance the funds following the calculations of the actual fund balances at the close of FY23. There are no significant changes of note.

Conclusion
While balancing adjustments are a routine practice for every California county, the timing, direction, and scale of these adjustments were a significant management challenge that could only be solved through cooperative effort. It is with extreme gratitude for the many staff who have helped prepare these adjustments that we recommend them for Board consideration.

We are also reminded through this process of the County's dependence on volatile tourism revenue. The Board is to be commended for establishing the current General Fund Reserve to prevent more serious crises. Though we appear to have avoided crisis in this situation, the County should continue to do what it can to ensure resources are available to guard against economic downturns, natural disasters, and other tourism disruptions.

As required, the attached budget adjustments balance all funds pursuant to County policy and state law. The Board may amend any portion of these adjustments, provided those amendments maintain a balanced budget.

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
1001: General Fund	100: General Purpose All Department	MEM: Measur	41102: Transient Occupancy Tax	3,623,492	123,734	3,747,226	
1001: General Fund	100: General Purpose All Department	No Program	41102: Transient Occupancy Tax	19,117,459	618,671	19,736,130	
1001: General Fund	100: General Purpose All Department	No Program	41116: Property Tax in Lieu of VL	2,329,283	350,253	2,679,536	
1001: General Fund	100: General Purpose All Department	No Program	49101: Transfer In - General	84,901	1,221,456	1,306,357	3476-271 to 1001-100 to close fund; 5574-350 to 1001-100 to close fund; 5577-350 to 1001-100 needed to balance general fund; 1001-207 to 1001-100 for 3 years of rent
1001: General Fund	100: General Purpose All Department	No Program	49131: Cost Allocation	2,172,132	140,354	2,312,486	
1001: General Fund	100: General Purpose All Department	No Program	49999: Beginning Fund Balance	4,747,469	(4,884,234)	(136,765)	
1001: General Fund	100: General Purpose All Department	No Program	60392: Rents and Leases - Buildi	25,000	(23,835)	1,165	County is no longer paying for NRCS rent
1001: General Fund	100: General Purpose All Department	No Program	60451: Debt Issuance	364,113	(149,339)	214,774	Utility districts need less funding than originally thought
1001: General Fund	100: General Purpose All Department	No Program	80111: Transfer Out - General	1,239,880	1,034,964	2,274,844	1001-100 to 4771-102 debt payments start in FY24, FY23 transfer not needed; 1001-100 to 5524-350 to close fund 2019 storms county match; 1001-100 to 3546-899 county portion of winter 2022 storm damage repair costs; 1001-100 to 3608-899 county portion of winter 2023 storm damage repair costs
1001: General Fund	100: General Purpose All Department	No Program	92001: Contingency Designation	512,000	(300,000)	212,000	Reduce contingency 2/3's of the way through the fiscal year
1001: General Fund	101: Board Of Supervisors	No Program	49101: Transfer In - General	-	30,000	30,000	3487-102 to 1001-101 Relief funds set aside for office expansion but not needed
1001: General Fund	101: Board Of Supervisors	No Program	51111: Regular salaries and wage	512,512	50,000	562,512	Board of Supervisors pay is tied to Superior Court Judges' pay and they received an increase at the beginning of the year
1001: General Fund	101: Board Of Supervisors	No Program	60111: Training and Seminars	16,000	(12,000)	4,000	
1001: General Fund	102: Administration	No Program	51111: Regular salaries and wage	688,871	(106,460)	582,411	Total salaries and benefits net of UAL x % under 50% spent YTD; Grants Analyst position will remain open through the fiscal year
1001: General Fund	102: Administration	No Program	52102: Unfunded Liability Payme	93,656	11,020	104,676	Court excess UAL payment
1001: General Fund	102: Administration	No Program	60105: Employee Appreciation	25,000	(15,000)	10,000	
1001: General Fund	102: Administration	No Program	60111: Training and Seminars	25,000	(20,000)	5,000	
1001: General Fund	102: Administration	No Program	60191: Memberships	3,000	(1,000)	2,000	
1001: General Fund	102: Administration	No Program	60301: General Professional Serv	55,000	(10,000)	45,000	
1001: General Fund	102: Administration	No Program	60431: Software	12,820	(5,000)	7,820	
1001: General Fund	103: Audits	No Program	60303: Accounting and Auditing S	63,000	65,000	128,000	Two audits in one fiscal year
1001: General Fund	107: Auditor	No Program	51111: Regular salaries and wage	873,073	(133,650)	739,423	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	107: Auditor	No Program	60111: Training and Seminars	8,000	(5,000)	3,000	
1001: General Fund	107: Auditor	No Program	60213: Office Supplies	18,000	(8,000)	10,000	
1001: General Fund	107: Auditor	No Program	60301: General Professional Serv	20,000	5,000	25,000	Additional cost of accounting support
1001: General Fund	108: Treasurer/Tax Collector	No Program	49101: Transfer In - General	-	20,000	20,000	3390-108 to 1001-108
1001: General Fund	108: Treasurer/Tax Collector	No Program	51111: Regular salaries and wage	429,277	(119,328)	309,949	Total salaries and benefits net of UAL x % under 50% spent YTD; Savings will continue throughout the year
1001: General Fund	108: Treasurer/Tax Collector	No Program	60212: Printing Expenses	25,000	(25,000)	0	Move to fund 3390 and reduce to a total of $15K
1001: General Fund	108: Treasurer/Tax Collector	No Program	60301: General Professional Serv	25,000	(15,000)	10,000	
1001: General Fund	108: Treasurer/Tax Collector	No Program	60431: Software	62,300	(37,000)	25,300	Superion and Megabyte will be paid for our of fund 3390
1001: General Fund	109: Assessor/Recorder	No Program	51111: Regular salaries and wage	793,320	(21,251)	772,069	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	109: Assessor/Recorder	No Program	60111: Training and Seminars	15,000	(5,000)	10,000	
1001: General Fund	109: Assessor/Recorder	No Program	60191: Memberships	2,500	(1,000)	1,500	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
1001: General Fund	109: Assessor/Recorder	No Program	70511: Software Fixed Assets	-	(25,000)	(25,000)	Paid for out of relief funds
1001: General Fund	111: Housing Development	No Program	51111: Regular salaries and wage	83,901	(27,668)	56,233	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	113: County Counsel	No Program	49101: Transfer In - General	-	11,179	11,179	3626-102 to 1001-113 Unspent relief funds
1001: General Fund	113: County Counsel	No Program	51111: Regular salaries and wage	482,230	(8,176)	474,054	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	115: Human Resources	No Program	51111: Regular salaries and wage	493,987	(107,769)	386,218	Total salaries and benefits net of UAL x % under 50% spent; Anticipated Admin Tech vacancy for 2 months; Senior Admin Analyst vacancy for 2 months; Anticipated change in allocation from Senior Admin Analyst to Admin Analyst I/II
1001: General Fund	115: Human Resources	No Program	60301: General Professional Serv	60,000	40,000	100,000	Union negotiations and other legal services are higher than budgeted this year
1001: General Fund	120: County Clerk	No Program	51111: Regular salaries and wage	53,250	(5,027)	48,223	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	120: County Clerk	No Program	60211: Copy Machine Expense	2,500	(2,500)	0	We are not charging County Clerk for copier expenses
1001: General Fund	121: Elections	No Program	45063: State Grant Revenue - Sta	-	52,837	52,837	
1001: General Fund	121: Elections	No Program	45542: Elections/Reimbursements	-	2,514	2,514	
1001: General Fund	121: Elections	No Program	60153: Special Departmental Sup	75,000	(5,000)	70,000	
1001: General Fund	121: Elections	No Program	70221: Technological Equipment	-	8,590	8,590	
1001: General Fund	128: Facility Maintenance	No Program	51111: Regular salaries and wage	726,971	(37,885)	689,086	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	128: Facility Maintenance	No Program	60111: Training and Seminars	5,000	(3,000)	2,000	
1001: General Fund	128: Facility Maintenance	No Program	60351: Fees and Permits	18,000	(12,000)	6,000	
1001: General Fund	128: Facility Maintenance	No Program	60391: Rents and Leases - Equip	5,000	(2,000)	3,000	
1001: General Fund	128: Facility Maintenance	No Program	60412: Propane	60,000	(20,000)	40,000	
1001: General Fund	128: Facility Maintenance	No Program	60421: Equipment	5,000	(4,000)	1,000	
1001: General Fund	143: Economic Development	No Program	49101: Transfer In - General	-	744	744	3617-143 to 1001-143 additional administrative overhead
1001: General Fund	143: Economic Development	No Program	51111: Regular salaries and wage	72,770	(45,823)	26,947	Economic Development Specialist position will remain open through the end of the fiscal year
1001: General Fund	143: Economic Development	No Program	51202: Longevity Pay	600	(548)	52	
1001: General Fund	143: Economic Development	No Program	52101: Retirement - Employer	10,090	(9,242)	848	
1001: General Fund	143: Economic Development	No Program	52201: Medical - Active Employee	15,900	(14,575)	1,325	
1001: General Fund	143: Economic Development	No Program	52202: Dental - Active Employees	931	(896)	35	
1001: General Fund	143: Economic Development	No Program	52203: Vision - Active Employees	157	(153)	4	
1001: General Fund	143: Economic Development	No Program	52205: Life Insurance	87	(80)	7	
1001: General Fund	143: Economic Development	No Program	52208: Medical Insurance Admini	50	(46)	4	
1001: General Fund	143: Economic Development	No Program	52301: Social Security Total	5,682	(4,214)	1,468	
1001: General Fund	143: Economic Development	No Program	52302: Medicare Total	1,329	(940)	389	
1001: General Fund	143: Economic Development	No Program	52303: SDI Total	825	(750)	75	
1001: General Fund	143: Economic Development	No Program	60111: Training and Seminars	6,000	(4,312)	1,688	
1001: General Fund	143: Economic Development	No Program	80111: Transfer Out - General	17,460	2,800	20,260	1001-143 to 3622-143 to reverse administrative overhead transfer
1001: General Fund	151: Technical Services	No Program	51111: Regular salaries and wage	759,490	(107,579)	651,911	
1001: General Fund	151: Technical Services	No Program	60131: Maintenance - Equipment	123,307	(44,000)	79,307	
1001: General Fund	151: Technical Services	No Program	60305: Technical Services	277,800	(23,000)	254,800	
1001: General Fund	151: Technical Services	No Program	60431: Software	579,300	(26,000)	553,300	
1001: General Fund	206: Indigent Defense	No Program	60318: Legal Services	550,000	100,000	650,000	
1001: General Fund	207: Child Support Services	No Program	51115: Overtime	1,196	5,000	6,196	
1001: General Fund	207: Child Support Services	No Program	60153: Special Departmental Sup	134,871	24,274	159,145	
1001: General Fund	207: Child Support Services	No Program	80111: Transfer Out - General	-	4,320	4,320	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
1001: General Fund	207: Child Support Services	No Program	80221: Cost Allocation Overhead	72,208	(33,594)	38,614	
1001: General Fund	212: District Attorney	No Program	49101: Transfer In - General	102,190	12,175	114,365	
1001: General Fund	212: District Attorney	No Program	51111: Regular salaries and wage	1,006,393	(162,067)	844,326	Total salaries and benefits net of UAL x % under 50% spent; Vacant Deputy DA III savings; Vacant Office Assistant I/II savings
1001: General Fund	212: District Attorney	No Program	52102: Unfunded Liability Payme	146,047	28,414	174,461	Unfunded liability not allowable to charge to Victim Witness grants
1001: General Fund	212: District Attorney	No Program	60216: Storage - File, Furniture, a	2,500	(2,300)	200	
1001: General Fund	212: District Attorney	No Program	60421: Equipment	18,000	(2,300)	15,700	
1001: General Fund	212: District Attorney	No Program	60621: County Vehicle Expense	44,000	4,600	48,600	
1001: General Fund	216: Sheriff	No Program	49101: Transfer In - General	54,675	594,151	648,826	Pursuant to the State Citizens Option for Public Safety (COPS) program, revenue is posted to fund 3329 and transferred to Sheriff (90%), Jail (5%), and DA (5%); 3626-102 TO 1001-216; 3626-102 TO 1001-216; 3487-102 TO 1001-216
1001: General Fund	220: Adult Detention	No Program	49101: Transfer In - General	23,500	67,176	90,676	Pursuant to the State Citizens Option for Public Safety (COPS) program, revenue is posted to fund 3329 and transferred to Sheriff (90%), Jail (5%), and DA (5%); 3454-402 TO 1001-220
1001: General Fund	223: Juvenile Detention	No Program	51111: Regular salaries and wage	112,097	(18,792)	93,305	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	224: Probation	No Program	51111: Regular salaries and wage	850,813	(231,478)	619,335	Total salaries and benefits net of UAL x % under 50% spent YTD; Deputy Probation Officer I/II vacancy - leaving open for remainder of year - 50% budgeted in general fund; Deputy Probation Officer I/II - move payroll for year from 1001 to 3434
1001: General Fund	228: Fire	No Program	45547: One-Time State Grants - S	701,000	(252,000)	449,000	
1001: General Fund	228: Fire	No Program	48186: Fire Department Miscellan	-	28,427	28,427	MPUD one-time disbursement of previously collected and unspent funds
1001: General Fund	228: Fire	No Program	49101: Transfer In - General	-	546,850	546,850	7702-170 to 1001-228 to cover cost of SCBA's
1001: General Fund	228: Fire	No Program	51111: Regular salaries and wage	238,848	(48,177)	190,671	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	228: Fire	No Program	60101: Uniforms / Clothing	30,000	(12,000)	18,000	
1001: General Fund	228: Fire	No Program	70211: General Equipment	80,000	681,850	761,850	SCBA's replaced ($626,850) minus $80K already charged to GF plus $135K in excavation equipment paid for by OTS grant
1001: General Fund	235: Agricultural Commissioner	No Program	45162: Agricultural Commission -	320,688	6,354	327,042	
1001: General Fund	235: Agricultural Commissioner	No Program	60153: Special Departmental Sup	20,000	(8,000)	12,000	
1001: General Fund	249: Planning	No Program	45547: One-Time State Grants - S	-	160,000	160,000	Grant for Development Code update expense reimbursement
1001: General Fund	249: Planning	No Program	49101: Transfer In - General	0	9,647	9,647	3488-249 to 1001-249 to close fund; 3621-143 to 1001-249
1001: General Fund	249: Planning	No Program	51111: Regular salaries and wage	1,066,096	(151,194)	914,902	Total salaries and benefits net of UAL x % under 50% spent; 2 vacant Planner I/II/III's
1001: General Fund	249: Planning	No Program	60508: Client - Community Educa	-	1,300	1,300	
1001: General Fund	250: GIS	No Program	51111: Regular salaries and wage	162,651	(8,995)	153,656	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	292: Oak Fire	No Program	45201: CDAA California Disaster	-	665,276	665,276	Oak Fire CalOES reimbursement for expenses incurred in GF in FY23
1001: General Fund	304: Public Works Administration	No Program	51111: Regular salaries and wage	346,409	(92,587)	253,822	
1001: General Fund	304: Public Works Administration	No Program	60111: Training and Seminars	1,500	(1,000)	500	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
1001: General Fund	304: Public Works Administration	No Program	60121: Meals	100	(50)	50	
1001: General Fund	304: Public Works Administration	No Program	60122: Lodging	1,000	(500)	500	
1001: General Fund	304: Public Works Administration	No Program	60123: Mileage	200	(200)	0	
1001: General Fund	304: Public Works Administration	No Program	60131: Maintenance - Equipment	300	(300)	0	
1001: General Fund	304: Public Works Administration	No Program	60181: Medical and Laboratory E	300	(300)	0	
1001: General Fund	304: Public Works Administration	No Program	60213: Office Supplies	8,000	(3,000)	5,000	
1001: General Fund	304: Public Works Administration	No Program	60214: Postage	3,500	(1,500)	2,000	
1001: General Fund	304: Public Works Administration	No Program	60301: General Professional Serv	5,000	(2,500)	2,500	
1001: General Fund	304: Public Works Administration	No Program	60431: Software	20,000	(15,000)	5,000	
1001: General Fund	304: Public Works Administration	No Program	60441: Fuel	400	(200)	200	
1001: General Fund	304: Public Works Administration	No Program	60621: County Vehicle Expense	2,500	(1,500)	1,000	
1001: General Fund	304: Public Works Administration	No Program	80111: Transfer Out - General	810,962	(319,072)	491,890	1001-304 TO 6601-404
1001: General Fund	313: Public Works Executive	No Program	60111: Training and Seminars	5,000	(3,000)	2,000	
1001: General Fund	313: Public Works Executive	No Program	60121: Meals	200	(100)	100	
1001: General Fund	313: Public Works Executive	No Program	60122: Lodging	2,000	(1,000)	1,000	
1001: General Fund	313: Public Works Executive	No Program	60431: Software	400	(100)	300	
1001: General Fund	317: Surveyor	No Program	51111: Regular salaries and wage	197,943	(11,792)	186,151	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	317: Surveyor	No Program	51112: Extra Help	25,000	(12,000)	13,000	
1001: General Fund	317: Surveyor	No Program	60102: Food	100	(100)	0	
1001: General Fund	317: Surveyor	No Program	60103: Safety Equipment	500	(400)	100	
1001: General Fund	317: Surveyor	No Program	60111: Training and Seminars	7,500	(5,000)	2,500	
1001: General Fund	317: Surveyor	No Program	60123: Mileage	200	(200)	0	
1001: General Fund	317: Surveyor	No Program	60156: Materials	500	(250)	250	
1001: General Fund	317: Surveyor	No Program	60191: Memberships	750	(250)	500	
1001: General Fund	317: Surveyor	No Program	60301: General Professional Serv	1,000	(1,000)	0	
1001: General Fund	317: Surveyor	No Program	60411: Telephone and Internet	1,000	(500)	500	
1001: General Fund	317: Surveyor	No Program	60421: Equipment	4,000	(3,000)	1,000	
1001: General Fund	317: Surveyor	No Program	60441: Fuel	4,000	(2,000)	2,000	
1001: General Fund	317: Surveyor	No Program	60621: County Vehicle Expense	6,500	(4,000)	2,500	
1001: General Fund	350: Engineering	No Program	51112: Extra Help	15,000	(9,000)	6,000	
1001: General Fund	350: Engineering	No Program	51115: Overtime	5,000	(1,000)	4,000	
1001: General Fund	350: Engineering	No Program	60103: Safety Equipment	500	(250)	250	
1001: General Fund	350: Engineering	No Program	60111: Training and Seminars	2,500	(2,000)	500	
1001: General Fund	350: Engineering	No Program	60123: Mileage	500	(500)	0	
1001: General Fund	350: Engineering	No Program	60155: Small Tools	500	(250)	250	
1001: General Fund	350: Engineering	No Program	60156: Materials	500	(500)	0	
1001: General Fund	350: Engineering	No Program	60301: General Professional Serv	20,000	(15,000)	5,000	
1001: General Fund	350: Engineering	No Program	60421: Equipment	5,000	(2,000)	3,000	
1001: General Fund	350: Engineering	No Program	60431: Software	25,577	(20,000)	5,577	
1001: General Fund	401: Health Division	No Program	49101: Transfer In - General	1,103,639	21,344	1,124,983	3478-401 to 1001-401; 3481-401 to 1001-401
1001: General Fund	401: Health Division	No Program	60301: General Professional Serv	37,547	(17,792)	19,755	
1001: General Fund	401: Health Division	No Program	60309: Emergency Operations Se	27,000	300,000	327,000	Ambulance service in Mariposa
1001: General Fund	401: Health Division	No Program	60621: County Vehicle Expense	21,580	(10,000)	11,580	
1001: General Fund	401: Health Division	No Program	80221: Cost Allocation Overhead	-	27,792	27,792	
1001: General Fund	402: Behavioral Health	No Program	49101: Transfer In - General	960,500	123,929	1,084,429	3435-402 to 1001-402; 3435-402 to 1001-402; 3435-402 to 1001-402; 3393-402 to 1001-402
1001: General Fund	402: Behavioral Health	No Program	51111: Regular salaries and wage	1,879,870	(37,284)	1,842,586	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
1001: General Fund	402: Behavioral Health	No Program	60541: Client - Medical Professio	1,012,734	(116,596)	896,138	
1001: General Fund	402: Behavioral Health	No Program	60543: Client - Treatment Facilitie	848,007	123,929	971,936	
1001: General Fund	402: Behavioral Health	No Program	80211: Departmental Overhead T	1,582,902	116,596	1,699,498	1001-402 to 1001-507
1001: General Fund	402: Behavioral Health	No Program	80221: Cost Allocation Overhead	293,420	37,284	330,704	
1001: General Fund	403: Alcohol And Drug	No Program	49101: Transfer In - General	265,575	6,470	272,045	3380-403 to 1001-403; 3384-403 to 1001-403
1001: General Fund	403: Alcohol And Drug	No Program	60508: Client - Community Educa	271,833	(33,010)	238,823	
1001: General Fund	403: Alcohol And Drug	No Program	60541: Client - Medical Professio	18,596	6,470	25,066	
1001: General Fund	403: Alcohol And Drug	No Program	80211: Departmental Overhead T	444,704	32,757	477,461	1001-403 to 1001-507
1001: General Fund	403: Alcohol And Drug	No Program	80221: Cost Allocation Overhead	55,510	253	55,763	
1001: General Fund	457: Environmental Health	No Program	51111: Regular salaries and wage	317,177	(60,000)	257,177	Total salaries and benefits net of UAL x % under 50% spent; Additional salary savings due to vacancies
1001: General Fund	457: Environmental Health	No Program	80221: Cost Allocation Overhead	-	7,682	7,682	
1001: General Fund	501: Social Services	PAU: Public A	49101: Transfer In - General	146,451	21,070	167,521	3411-501 to 1001-501
1001: General Fund	501: Social Services	CWS: Child W	60513: Client - Respite Care	-	21,070	21,070	
1001: General Fund	501: Social Services	COW: HHSA	60534: Client - Rent	-	36,506	36,506	
1001: General Fund	501: Social Services	COW: HHSA	60535: Client - Temporary Housir	600,000	(150,352)	449,648	
1001: General Fund	501: Social Services	No Program	80211: Departmental Overhead T	2,041,164	150,352	2,191,516	1001-501 to 1001-507
1001: General Fund	501: Social Services	No Program	80221: Cost Allocation Overhead	373,910	(36,506)	337,404	
1001: General Fund	506: Assistance Payments	CWK: CalWO	49101: Transfer In - General	1,160,985	378,855	1,539,840	3363-506 to 1001-506
1001: General Fund	506: Assistance Payments	CWK: CalWO	60501: Client - Assistance Payme	1,811,578	378,855	2,190,433	
1001: General Fund	507: Human Services Administration	No Program	48101: Rent	19,926	10,659	30,585	
1001: General Fund	507: Human Services Administration	No Program	49161: Departmental Overhead R	6,779,024	499,341	7,278,365	3536-402 to 1001-507; 3537-402 to 1001-507; 3539-402 to 1001-507; 1001-501 to 1001-507; 1001-402 to 1001-507; 1001-528 to 1001-507; 1001-403 to 1001-507; 3492-402 to 1001-507
1001: General Fund	507: Human Services Administration	No Program	60132: Maintenance - Buildings a	50,000	47,462	97,462	
1001: General Fund	507: Human Services Administration	No Program	60392: Rents and Leases - Buildi	1,387,855	375,000	1,762,855	
1001: General Fund	507: Human Services Administration	No Program	70111: Community and Office Bui	50,000	135,000	185,000	
1001: General Fund	507: Human Services Administration	No Program	80221: Cost Allocation Overhead	337,702	(47,462)	290,240	
1001: General Fund	528: Employment and Community Se	CWK: CalWO	49101: Transfer In - General	1,569,408	245,000	1,814,408	3368-506 to 1001-528
1001: General Fund	528: Employment and Community Se	HDA: Housing	49101: Transfer In - General	9,670	325,000	334,670	3368-506 to 1001-528
1001: General Fund	528: Employment and Community Se	No Program	49101: Transfer In - General	-	299,430	299,430	3368-506 to 1001-528
1001: General Fund	528: Employment and Community Se	PAU: Public A	49101: Transfer In - General	22,242	3,430	25,672	3411-501 to 1001-528
1001: General Fund	528: Employment and Community Se	No Program	51115: Overtime	5,000	25,000	30,000	
1001: General Fund	528: Employment and Community Se	No Program	60191: Memberships	12,500	3,430	15,930	
1001: General Fund	528: Employment and Community Se	No Program	60301: General Professional Serv	5,500	30,000	35,500	
1001: General Fund	528: Employment and Community Se	No Program	60411: Telephone and Internet	1,000	15,000	16,000	
1001: General Fund	528: Employment and Community Se	No Program	60421: Equipment	46,778	100,000	146,778	
1001: General Fund	528: Employment and Community Se	CWK: CalWO	60512: Client - Subsidized Emplo	75,000	20,560	95,560	
1001: General Fund	528: Employment and Community Se	CWK: CalWO	60515: Client - Childcare	-	200,001	200,001	
1001: General Fund	528: Employment and Community Se	CWK: CalWO	60519: Client - Contracted Progra	90,000	(65,000)	25,000	
1001: General Fund	528: Employment and Community Se	CWK: CalWO	60521: Client - Education	6,500	10,000	16,500	
1001: General Fund	528: Employment and Community Se	HDA: Housing	60531: Client - Household Goods	-	50,000	50,000	
1001: General Fund	528: Employment and Community Se	CWK: CalWO	60534: Client - Rent	35,000	50,000	85,000	
1001: General Fund	528: Employment and Community Se	HDA: Housing	60534: Client - Rent	-	250,000	250,000	
1001: General Fund	528: Employment and Community Se	HDA: Housing	60535: Client - Temporary Housir	-	25,000	25,000	
1001: General Fund	528: Employment and Community Se	CWK: CalWO	60551: Client - Mileage Transport	55,000	50,000	105,000	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
1001: General Fund	528: Employment and Community Se	No Program	80211: Departmental Overhead T	1,757,123	129,429	1,886,552	1001-528 to 1001-507
1001: General Fund	528: Employment and Community Se	No Program	80221: Cost Allocation Overhead	269,430	(20,560)	248,870	
1001: General Fund	606: Library	No Program	48121: Donations	-	3,508	3,508	
1001: General Fund	606: Library	No Program	51112: Extra Help	140,000	2,508	142,508	
1001: General Fund	606: Library	No Program	60111: Training and Seminars	1,000	(1,000)	0	
1001: General Fund	606: Library	No Program	60153: Special Departmental Sup	40,000	1,000	41,000	
1001: General Fund	606: Library	No Program	60191: Memberships	500	(500)	0	
1001: General Fund	606: Library	No Program	60214: Postage	2,000	(500)	1,500	
1001: General Fund	606: Library	No Program	60521: Client - Education	2,000	(2,000)	0	
1001: General Fund	608: UC Cooperative Extension	No Program	51111: Regular salaries and wage	112,969	(15,062)	97,907	Total salaries and benefits net of UAL x % under 50% YTD
1001: General Fund	608: UC Cooperative Extension	No Program	60111: Training and Seminars	4,000	(1,000)	3,000	
1001: General Fund	608: UC Cooperative Extension	No Program	60123: Mileage	2,000	(1,000)	1,000	
1001: General Fund	701: Parks And Recreation	No Program	51112: Extra Help	110,000	20,000	130,000	
1001: General Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
2304: Law Library	102: Administration	No Program	49999: Beginning Fund Balance	20,892	1,067	21,959	
2304: Law Library	102: Administration	No Program	60153: Special Departmental Sup	30,152	1,067	31,219	
2304: Law Library			**Net Budget Adjustments**	**-**	**0**	**-**	
3031: Local Transpo	307: Local Transportation	No Program	49999: Beginning Fund Balance	27,914	277,513	305,427	
3031: Local Transpo	307: Local Transportation	No Program	80111: Transfer Out - General	509,914	277,513	787,427	3031-307 to 3300-300
3031: Local Transportation Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3032: State Transit A	307: Local Transportation	No Program	49999: Beginning Fund Balance	6,712	34,015	40,727	
3032: State Transit A	307: Local Transportation	No Program	80111: Transfer Out - General	237,502	34,015	271,517	3032-307 to 6606-505
3032: State Transit Assistance Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3033: Transportation	307: Local Transportation	No Program	49999: Beginning Fund Balance	36,700	(77,528)	(40,828)	
3033: Transportation	307: Local Transportation	No Program	60311: Transportation Services	297,525	(71,608)	225,917	
3033: Transportation	307: Local Transportation	No Program	80221: Cost Allocation Overhead	11,539	(5,920)	5,619	
3033: Transportation Planning Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3034: Pedestrian Bik	307: Local Transportation	No Program	49999: Beginning Fund Balance	185,081	1,913	186,994	
3034: Pedestrian Bik	307: Local Transportation	No Program	70331: Other Infrastructure	194,081	1,913	195,994	
3034: Pedestrian Bikeway Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3215: Victim Witnes	215: Victim Witness	MVW: Maripo	46112: Victim Witness OCJP - Fe	306,825	12,234	319,059	
3215: Victim Witnes	215: Victim Witness	MVW: Maripo	52102: Unfunded Liability Payme	16,181	(16,181)	0	Unfunded liability not allowable to charge to Victim Witnss grants
3215: Victim Witnes	215: Victim Witness	MXC: Maripos	46111: County Victim Services - F	120,072	10,264	130,336	
3215: Victim Witnes	215: Victim Witness	MXC: Maripos	52102: Unfunded Liability Payme	12,233	(12,233)	0	Unfunded liability not allowable to charge to Victim Witnss grants
3215: Victim Witnes	215: Victim Witness	No Program	49999: Beginning Fund Balance	-	(50,912)	(50,912)	
3215: Victim Witness Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3300: Roads Fund	300: Roads	No Program	49101: Transfer In - General	729,370	277,513	1,006,883	3031-307 to 3300-300
3300: Roads Fund	300: Roads	No Program	49999: Beginning Fund Balance	1,334,252	1,063,265	2,397,517	
3300: Roads Fund	300: Roads	No Program	60156: Materials	603,815	277,513	881,328	
3300: Roads Fund	300: Roads	No Program	60201: Miscellaneous Expense	0	573,544	573,544	To correct Measure M program expenditure
3300: Roads Fund	300: Roads	No Program	60301: General Professional Serv	744,150	962,673	1,706,823	
3300: Roads Fund	300: Roads	No Program	80221: Cost Allocation Overhead	251,901	100,592	352,493	
3300: Roads Fund	300: Roads	MEM: Measur	60201: Miscellaneous Expense	1,000,000	(573,544)	426,456	To correct Measure M program expenditure
3300: Roads Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3301: Fish And Gam	101: Board Of Supervisors	No Program	49999: Beginning Fund Balance	19,400	(447)	18,953	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3301: Fish And Gam	101: Board Of Supervisors	No Program	60201: Miscellaneous Expense	20,550	(447)	20,103	
3301: Fish And Game			**Net Budget Adjustments**	**-**	**0**	**-**	
3310: CSA 3 Fire As	107: Auditor	No Program	49999: Beginning Fund Balance	110,956	737,936	848,892	
3310: CSA 3 Fire As	107: Auditor	No Program	60301: General Professional Serv	9,256	191,086	200,342	
3310: CSA 3 Fire As	107: Auditor	No Program	80111: Transfer Out - General	-	546,850	546,850	3310-107 to 7702-170 to cover cost of SCBA's
3310: CSA 3 Fire Assessments			**Net Budget Adjustments**	**-**	**0**	**-**	
3311: CSA 1-Don Pe	107: Auditor	No Program	49999: Beginning Fund Balance	41,483	(23,336)	18,147	
3311: CSA 1-Don Pe	107: Auditor	No Program	60304: Fire Management	101,977	(23,336)	78,641	
3311: CSA 1-Don Pedro Fire			**Net Budget Adjustments**	**-**	**0**	**-**	
3325: DA Asset Forf	212: District Attorney	No Program	48189: Miscellaneous Revenue A	-	8,251	8,251	
3325: DA Asset Forf	212: District Attorney	No Program	49999: Beginning Fund Balance	2,037	72	2,109	
3325: DA Asset Forf	212: District Attorney	No Program	60421: Equipment	1,000	8,323	9,323	
3325: DA Asset Forfeiture			**Net Budget Adjustments**	**-**	**0**	**-**	
3327: Sheriff Asset F	216: Sheriff	No Program	49999: Beginning Fund Balance	23,245	(4,796)	18,449	
3327: Sheriff Asset F	216: Sheriff	No Program	60201: Miscellaneous Expense	23,357	(4,796)	18,561	
3327: Sheriff Asset Forfeiture			**Net Budget Adjustments**	**-**	**0**	**-**	
3328: Comm Child A	501: Social Services	No Program	49101: Transfer In - General	-	30,000	30,000	3433-506 to 3328-501
3328: Comm Child A	501: Social Services	No Program	49999: Beginning Fund Balance	125,000	(88,804)	36,196	
3328: Comm Child A	501: Social Services	No Program	60519: Client - Contracted Progra	155,600	(58,804)	96,796	
3328: Comm Child Abuse Prevent			**Net Budget Adjustments**	**-**	**0**	**-**	
3329: SLESF Fund	216: Sheriff	No Program	49999: Beginning Fund Balance	0	73,701	73,701	
3329: SLESF Fund	216: Sheriff	No Program	60201: Miscellaneous Expense	169,800	(169,800)	0	
3329: SLESF Fund	216: Sheriff	No Program	80111: Transfer Out - General	-	243,501	243,501	Pursuant to the State Citizens Option for Public Safety (COPS) program, revenue is posted to fund 3329 and transferred to Sheriff (90%), Jail (5%), and DA (5%)
3329: SLESF Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3330: Housing Deve	111: Housing Development	No Program	45061: Housing Development - S	225,160	572,475	797,635	
3330: Housing Deve	111: Housing Development	No Program	46052: General Revenue - Federa	1,281,793	(1,281,793)	0	
3330: Housing Deve	111: Housing Development	No Program	49999: Beginning Fund Balance	322,318	(724,283)	(401,965)	
3330: Housing Deve	111: Housing Development	No Program	60302: Design, Architectural, Eng	1,089,242	(1,089,242)	0	
3330: Housing Deve	111: Housing Development	No Program	60532: Client - Home Repairs	738,347	(340,877)	397,470	
3330: Housing Deve	111: Housing Development	No Program	80221: Cost Allocation Overhead	3,482	(3,482)	0	Cost allocation incorrectly charged
3330: Housing Development Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3331: First Time Hor	111: Housing Development	No Program	49999: Beginning Fund Balance	(36,663)	35,750	(913)	
3331: First Time Hor	111: Housing Development	No Program	60532: Client - Home Repairs	513,337	35,750	549,087	
3331: First Time Homebuyer Loans			**Net Budget Adjustments**	**-**	**0**	**-**	
3332: Housing Reha	111: Housing Development	No Program	49999: Beginning Fund Balance	204,108	(17,446)	186,662	
3332: Housing Reha	111: Housing Development	No Program	60532: Client - Home Repairs	754,108	(17,446)	736,662	
3332: Housing Rehabilitation Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3334: Community En	402: Behavioral Health	No Program	46042: LIHEAP WX/Energy - Fed	643,444	369,714	1,013,158	
3334: Community En	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	(369,714)	(369,714)	
3334: Community En	402: Behavioral Health	No Program	60519: Client - Contracted Progra	19,794	(622)	19,172	
3334: Community En	402: Behavioral Health	No Program	80221: Cost Allocation Overhead	27,720	622	28,342	
3334: Community Energy Grants			**Net Budget Adjustments**	**-**	**0**	**-**	
3335: CSBG Fund	402: Behavioral Health	No Program	48207: CSBG/CALA/MPSA Misce	437,924	134,207	572,131	
3335: CSBG Fund	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	(134,207)	(134,207)	
3335: CSBG Fund			**Net Budget Adjustments**	**-**	**0**	**-**	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3336: TANF Fund	501: Social Services	No Program	49999: Beginning Fund Balance	70,600	1,054	71,654	
3336: TANF Fund	501: Social Services	No Program	60508: Client - Community Educa	70,000	1,054	71,054	
3336: TANF Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3341: Senior Service	519: Adults and Aging	CON: C1	70211: General Equipment	-	12,003	12,003	
3341: Senior Service	519: Adults and Aging	CTW: C2	45047: Area 12 Grant C-2 - State	35,824	89,227	125,051	Increase revenue for grant funds approved in FY 22-23 but not received
3341: Senior Service	519: Adults and Aging	CTW: C2	70411: Staff Vehicles	-	95,000	95,000	
3341: Senior Service	519: Adults and Aging	No Program	48189: Miscellaneous Revenue A	-	172,200	172,200	Increase revenue for grant funds approved in FY 22-23 but not received
3341: Senior Service	519: Adults and Aging	No Program	49101: Transfer In - General	200,000	307,880	507,880	3433-506 to 3341-519
3341: Senior Service	519: Adults and Aging	No Program	49999: Beginning Fund Balance	-	(307,880)	(307,880)	
3341: Senior Service	519: Adults and Aging	No Program	70211: General Equipment	-	59,424	59,424	
3341: Senior Service	519: Adults and Aging	No Program	70411: Staff Vehicles	-	95,000	95,000	
3341: Senior Services Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3345: Forest Reserv	228: Fire	No Program	49999: Beginning Fund Balance	110,746	(32,274)	78,472	
3345: Forest Reserv	228: Fire	No Program	60301: General Professional Serv	148,400	(32,274)	116,126	
3345: Forest Reserve			**Net Budget Adjustments**	**-**	**0**	**-**	
3351: JJCPA Fund	224: Probation	No Program	49999: Beginning Fund Balance	184,148	(27,258)	156,890	
3351: JJCPA Fund	224: Probation	No Program	60201: Miscellaneous Expense	75,314	(7,258)	68,056	
3351: JJCPA Fund	224: Probation	No Program	60301: General Professional Serv	100,000	(20,000)	80,000	
3351: JJCPA Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3352: HUD Continuu	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	53,410	53,410	
3352: HUD Continuu	402: Behavioral Health	No Program	60534: Client - Rent	36,600	53,410	90,010	
3352: HUD Continuum of Care			**Net Budget Adjustments**	**-**	**0**	**-**	
3353: RCCP Fund	216: Sheriff	No Program	49999: Beginning Fund Balance	75,000	19,350	94,350	
3353: RCCP Fund	216: Sheriff	No Program	60201: Miscellaneous Expense	534,129	19,350	553,479	
3353: RCCP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3356: VLF Swap Fur	107: Auditor	No Program	49999: Beginning Fund Balance	-	2,430	2,430	
3356: VLF Swap Fur	107: Auditor	No Program	60201: Miscellaneous Expense	-	2,430	2,430	
3356: VLF Swap Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3358: DNA Identifica	216: Sheriff	No Program	49999: Beginning Fund Balance	45,855	3,162	49,017	
3358: DNA Identifica	216: Sheriff	No Program	60201: Miscellaneous Expense	47,855	3,162	51,017	
3358: DNA Identification Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3360: Domestic Viol	224: Probation	No Program	49999: Beginning Fund Balance	38	39	77	
3360: Domestic Viol	224: Probation	No Program	60201: Miscellaneous Expense	339	39	378	
3360: Domestic Violence - Probation			**Net Budget Adjustments**	**-**	**0**	**-**	
3361: County Inmate	220: Adult Detention	No Program	49999: Beginning Fund Balance	100,000	(2,407)	97,593	
3361: County Inmate	220: Adult Detention	No Program	60201: Miscellaneous Expense	125,700	(2,407)	123,293	
3361: County Inmate Welfare Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3362: CalFRESH Ov	506: Assistance Payments	No Program	49999: Beginning Fund Balance	18,528	98	18,626	
3362: CalFRESH Ov	506: Assistance Payments	No Program	60201: Miscellaneous Expense	20,528	98	20,626	
3362: CalFRESH Overpay Incentives			**Net Budget Adjustments**	**-**	**0**	**-**	
3363: Human Servic	506: Assistance Payments	CWK: CalWO	45041: Public Assistance Prograr	406,202	143,383	549,585	Increase revenue to align with expected
3363: Human Servic	506: Assistance Payments	CWK: CalWO	46031: Public Assistance Prograr	290,399	396,155	686,554	Increase revenue to align with expected
3363: Human Servic	506: Assistance Payments	CWK: CalWO	80111: Transfer Out - General	1,138,181	378,855	1,517,036	3363-506 to 1001-506
3363: Human Servic	506: Assistance Payments	No Program	49999: Beginning Fund Balance	-	(160,683)	(160,683)	
3363: Human Services Assist Trust			**Net Budget Adjustments**	**-**	**0**	**-**	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3364: Cash Differen	108: Treasurer/Tax Collector	No Program	49999: Beginning Fund Balance	929	(19)	910	
3364: Cash Differen	108: Treasurer/Tax Collector	No Program	60361: General Taxes and Asses	1,129	(19)	1,110	
3364: Cash Difference Tax Collector			**Net Budget Adjustments**	**-**	**0**	**-**	
3365: Department O	212: District Attorney	No Program	49999: Beginning Fund Balance	10,970	(878)	10,092	
3365: Department O	212: District Attorney	No Program	60181: Medical and Laboratory E	11,617	(878)	10,739	
3365: Department Of Justice-DA			**Net Budget Adjustments**	**-**	**0**	**-**	
3366: Probation Dru	224: Probation	No Program	49999: Beginning Fund Balance	8,160	(231)	7,929	
3366: Probation Dru	224: Probation	No Program	60201: Miscellaneous Expense	8,810	(231)	8,579	
3366: Probation Drug Program			**Net Budget Adjustments**	**-**	**0**	**-**	
3368: Human Servic	506: Assistance Payments	APS: Adult Pr	45021: Public Assistance Adminis	803,980	(250,000)	553,980	Reduce revenue to align with expected
3368: Human Servic	506: Assistance Payments	CWK: CalWO	45021: Public Assistance Adminis	315,210	164,715	479,925	
3368: Human Servic	506: Assistance Payments	CWK: CalWO	46011: Public Assistance Adminis	1,535,692	199,715	1,735,407	
3368: Human Servic	506: Assistance Payments	CWK: CalWO	80111: Transfer Out - General	1,630,902	245,000	1,875,902	3368-506 to 1001-528
3368: Human Servic	506: Assistance Payments	CWS: Child W	46011: Public Assistance Adminis	1,196,204	(37,855)	1,158,349	Reduce revenue to align with expected
3368: Human Servic	506: Assistance Payments	HDA: Housing	80111: Transfer Out - General	9,670	325,000	334,670	3368-506 to 1001-528
3368: Human Servic	506: Assistance Payments	MCA: Medi-C	45021: Public Assistance Adminis	1,460,000	(586,000)	874,000	Reduce revenue to align with expected
3368: Human Servic	506: Assistance Payments	No Program	49999: Beginning Fund Balance	(1,000,000)	1,378,855	378,855	
3368: Human Servic	506: Assistance Payments	No Program	80111: Transfer Out - General	2,000	299,430	301,430	3368-506 to 1001-528
3368: Human Services Admin Trust			**Net Budget Adjustments**	**-**	**0**	**-**	
3369: Sund-Pelosso	206: Indigent Defense	No Program	48189: Miscellaneous Revenue A	-	12,000	12,000	Shift from 212 to 206 for transaction confidentiality
3369: Sund-Pelosso	206: Indigent Defense	No Program	49999: Beginning Fund Balance	-	4,283	4,283	Shift from 212 to 206 for transaction confidentiality
3369: Sund-Pelosso	206: Indigent Defense	No Program	60201: Miscellaneous Expense	-	16,283	16,283	Shift from 212 to 206 for transaction confidentiality
3369: Sund-Pelosso	212: District Attorney	No Program	48189: Miscellaneous Revenue A	12,000	(12,000)	0	Shift from 212 to 206 for transaction confidentiality
3369: Sund-Pelosso	212: District Attorney	No Program	49999: Beginning Fund Balance	4,203	(4,203)	0	Shift from 212 to 206 for transaction confidentiality
3369: Sund-Pelosso	212: District Attorney	No Program	60201: Miscellaneous Expense	16,203	(16,203)	0	Shift from 212 to 206 for transaction confidentiality
3369: Sund-Pelosso Advance			**Net Budget Adjustments**	**-**	**0**	**-**	
3370: LAFCO Fund	249: Planning	No Program	49999: Beginning Fund Balance	10,150	(11)	10,139	
3370: LAFCO Fund	249: Planning	No Program	60301: General Professional Serv	5,005	(11)	4,994	
3370: LAFCO Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3372: CalFRESH Ov	506: Assistance Payments	No Program	49999: Beginning Fund Balance	4,426	(1,635)	2,791	
3372: CalFRESH Ov	506: Assistance Payments	No Program	60527: Client - Assistance Collect	3,426	(1,635)	1,791	
3372: CalFRESH Overpay Collect			**Net Budget Adjustments**	**-**	**0**	**-**	
3376: Finger Print Id	216: Sheriff	No Program	49999: Beginning Fund Balance	75,109	(2,805)	72,304	
3376: Finger Print Id	216: Sheriff	No Program	60201: Miscellaneous Expense	76,609	(2,805)	73,804	
3376: Finger Print Identification			**Net Budget Adjustments**	**-**	**0**	**-**	
3378: Emergency M	401: Health Division	No Program	49999: Beginning Fund Balance	121,093	10,278	131,371	
3378: Emergency M	401: Health Division	No Program	60201: Miscellaneous Expense	-	10,278	10,278	
3378: Emergency Medical Service			**Net Budget Adjustments**	**-**	**0**	**-**	
3379: Recorders Mo	109: Assessor/Recorder	No Program	49999: Beginning Fund Balance	106,561	4,899	111,460	
3379: Recorders Mo	109: Assessor/Recorder	No Program	70511: Software Fixed Assets	79,161	4,899	84,060	
3379: Recorders Modernization Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3380: Drug & Alcoho	403: Alcohol And Drug	No Program	49999: Beginning Fund Balance	-	2,230	2,230	
3380: Drug & Alcoho	403: Alcohol And Drug	No Program	80111: Transfer Out - General	259	2,230	2,489	3380-403 to 1001-403
3380: Drug & Alcohol Prevention			**Net Budget Adjustments**	**-**	**0**	**-**	
3382: Public Adminis	216: Sheriff	No Program	49999: Beginning Fund Balance	40,013	(6,170)	33,843	
3382: Public Adminis	216: Sheriff	No Program	60201: Miscellaneous Expense	42,713	(6,170)	36,543	
3382: Public Administrator Fund			**Net Budget Adjustments**	**-**	**0**	**-**	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3384: Alcohol Progra	403: Alcohol And Drug	No Program	49999: Beginning Fund Balance	-	4,240	4,240	
3384: Alcohol Progra	403: Alcohol And Drug	No Program	80111: Transfer Out - General	316	4,240	4,556	3384-403 to 1001-403
3384: Alcohol Program Ment Hlth			**Net Budget Adjustments**	**-**	**0**	**-**	
3385: Tobacco Cess	401: Health Division	No Program	49999: Beginning Fund Balance	0	84,514	84,514	
3385: Tobacco Cess	401: Health Division	No Program	60201: Miscellaneous Expense	-	84,514	84,514	
3385: Tobacco Cessation-Health			**Net Budget Adjustments**	**-**	**0**	**-**	
3386: Recorder Cas	109: Assessor/Recorder	No Program	48241: Cash Difference-Tax Colle	500	268	768	
3386: Recorder Cas	109: Assessor/Recorder	No Program	49999: Beginning Fund Balance	3	(532)	(529)	
3386: Recorder Cas	109: Assessor/Recorder	No Program	60201: Miscellaneous Expense	503	(264)	239	
3386: Recorder Cash Difference			**Net Budget Adjustments**	**-**	**0**	**-**	
3387: Criminal Lab H	216: Sheriff	No Program	49999: Beginning Fund Balance	20,666	(49)	20,617	
3387: Criminal Lab H	216: Sheriff	No Program	60201: Miscellaneous Expense	20,966	(49)	20,917	
3387: Criminal Lab H&S 11372.5			**Net Budget Adjustments**	**-**	**0**	**-**	
3389: Micro Convers	109: Assessor/Recorder	No Program	49999: Beginning Fund Balance	33,819	1,354	35,173	
3389: Micro Convers	109: Assessor/Recorder	No Program	70511: Software Fixed Assets	39,019	1,354	40,373	
3389: Micro Conversion-Recorder			**Net Budget Adjustments**	**-**	**0**	**-**	
3390: Tax Collector's	108: Treasurer/Tax Collector	No Program	49999: Beginning Fund Balance	162,447	(35,983)	126,464	
3390: Tax Collector's	108: Treasurer/Tax Collector	No Program	60201: Miscellaneous Expense	168,047	(55,983)	112,064	
3390: Tax Collector's	108: Treasurer/Tax Collector	No Program	80111: Transfer Out - General	-	20,000	20,000	3390-108 to 1001-108
3390: Tax Collector's Cost			**Net Budget Adjustments**	**-**	**0**	**-**	
3392: 1991 Health R	401: Health Division	No Program	49999: Beginning Fund Balance	439,455	1,693,800	2,133,255	
3392: 1991 Health R	401: Health Division	No Program	60201: Miscellaneous Expense	505,673	1,693,800	2,199,473	
3392: 1991 Health Realignment			**Net Budget Adjustments**	**-**	**0**	**-**	
3393: 1991 Ment Hlt	402: Behavioral Health	No Program	49101: Transfer In - General	-	83,929	83,929	3449-402 to 3393-402 and 3435-402
3393: 1991 Ment Hlt	402: Behavioral Health	No Program	80111: Transfer Out - General	635,190	83,929	719,119	3393-402 to 1001-402
3393: 1991 Ment Hlth Realignment			**Net Budget Adjustments**	**-**	**0**	**-**	
3394: 1991 Human S	506: Assistance Payments	No Program	49999: Beginning Fund Balance	1,000,000	(532,269)	467,731	
3394: 1991 Human S	506: Assistance Payments	No Program	60201: Miscellaneous Expense	1,054,624	(532,269)	522,355	
3394: 1991 Human Services Realign			**Net Budget Adjustments**	**-**	**0**	**-**	
3399: Vitals - Recor	109: Assessor/Recorder	No Program	49999: Beginning Fund Balance	66,458	1,463	67,921	
3399: Vitals - Recor	109: Assessor/Recorder	No Program	70511: Software Fixed Assets	70,058	1,463	71,521	
3399: Vitals - Recorder			**Net Budget Adjustments**	**-**	**0**	**-**	
3400: Vitals - Clerk	120: County Clerk	No Program	49999: Beginning Fund Balance	2,291	(87)	2,204	
3400: Vitals - Clerk	120: County Clerk	No Program	60201: Miscellaneous Expense	1,406	(87)	1,319	
3400: Vitals - Clerk			**Net Budget Adjustments**	**-**	**0**	**-**	
3401: STC Fund	224: Probation	No Program	45261: STC - Probation - State	11,060	(111)	10,949	
3401: STC Fund	224: Probation	No Program	49999: Beginning Fund Balance	-	111	111	
3401: STC Fund	220: Adult Detention	No Program	45262: STC - Jail - State	12,168	(10,333)	1,835	
3401: STC Fund	220: Adult Detention	No Program	49999: Beginning Fund Balance	-	10,333	10,333	
3401: STC Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3402: PHEP Fund	401: Health Division	No Program	45135: Public Health Emergency	119,362	73,401	192,763	Increase expected revenue from 22/23 in 23/24
3402: PHEP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	(73,401)	(73,401)	
3402: PHEP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3404: LEA Fund	457: Environmental Health	No Program	49999: Beginning Fund Balance	-	6,638	6,638	
3404: LEA Fund	457: Environmental Health	No Program	60201: Miscellaneous Expense	-	6,638	6,638	
3404: LEA Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3406: First 5 Visiting	401: Health Division	No Program	49999: Beginning Fund Balance	-	3	3	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3406: First 5 Visiting	401: Health Division	No Program	60201: Miscellaneous Expense	-	3	3	
3406: First 5 Visiting Pub Hlth Nurse			**Net Budget Adjustments**	**-**	**0**	**-**	
3409: Automated W	216: Sheriff	No Program	49999: Beginning Fund Balance	43,071	(3,580)	39,491	
3409: Automated W	216: Sheriff	No Program	60201: Miscellaneous Expense	44,771	(3,580)	41,191	
3409: Automated Warrant System			**Net Budget Adjustments**	**-**	**0**	**-**	
3411: Public Authori	501: Social Services	No Program	49999: Beginning Fund Balance	(70,000)	30,178	(39,822)	
3411: Public Authori	501: Social Services	No Program	60191: Memberships	3,500	5,011	8,511	
3411: Public Authori	501: Social Services	No Program	60213: Office Supplies	1,715	2,178	3,893	
3411: Public Authori	501: Social Services	No Program	80111: Transfer Out - General	168,693	24,500	193,193	3411-501 to 1001-528; 3411-501 to 1001-501
3411: Public Authori	501: Social Services	No Program	80221: Cost Allocation Overhead	4,151	(1,511)	2,640	
3411: Public Authority Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3413: Sheriff - Civil M	216: Sheriff	No Program	49999: Beginning Fund Balance	10,893	(7,758)	3,135	
3413: Sheriff - Civil M	216: Sheriff	No Program	60431: Software	14,343	(7,758)	6,585	
3413: Sheriff - Civil Matters			**Net Budget Adjustments**	**-**	**0**	**-**	
3416: Revenue And	224: Probation	No Program	49999: Beginning Fund Balance	52,576	62,871	115,447	
3416: Revenue And	224: Probation	No Program	60111: Training and Seminars	3,000	10,000	13,000	
3416: Revenue And	224: Probation	No Program	60121: Meals	750	10,000	10,750	
3416: Revenue And	224: Probation	No Program	60122: Lodging	1,000	10,000	11,000	
3416: Revenue And	224: Probation	No Program	60123: Mileage	250	5,749	5,999	
3416: Revenue And	224: Probation	No Program	60201: Miscellaneous Expense	63,254	10,122	73,376	
3416: Revenue And	224: Probation	No Program	60214: Postage	-	2,000	2,000	
3416: Revenue And	224: Probation	No Program	60351: Fees and Permits	7,000	5,000	12,000	
3416: Revenue And	224: Probation	No Program	60391: Rents and Leases - Equip	-	10,000	10,000	
3416: Revenue And Recovery			**Net Budget Adjustments**	**-**	**0**	**-**	
3417: Youthful Offer	224: Probation	No Program	49999: Beginning Fund Balance	224,663	53,320	277,983	
3417: Youthful Offer	224: Probation	No Program	60201: Miscellaneous Expense	43,714	48,320	92,034	
3417: Youthful Offer	224: Probation	No Program	60441: Fuel	5,000	5,000	10,000	
3417: Youthful Offender			**Net Budget Adjustments**	**-**	**0**	**-**	
3418: Probation Juv	223: Juvenile Detention	No Program	49999: Beginning Fund Balance	397,818	5,311	403,129	
3418: Probation Juv	223: Juvenile Detention	No Program	70111: Community and Office Bu	398,243	5,311	403,554	
3418: Probation Juvenile Facilities AB178			**Net Budget Adjustments**	**-**	**0**	**-**	
3419: SSN Truncatio	109: Assessor/Recorder	No Program	49999: Beginning Fund Balance	29,217	(3,364)	25,853	
3419: SSN Truncatio	109: Assessor/Recorder	No Program	60201: Miscellaneous Expense	33,867	(3,364)	30,503	
3419: SSN Truncation-Recorder			**Net Budget Adjustments**	**-**	**0**	**-**	
3423: Sheriff Civil G	216: Sheriff	No Program	49999: Beginning Fund Balance	4,267	(1,066)	3,201	
3423: Sheriff Civil G	216: Sheriff	No Program	60201: Miscellaneous Expense	4,967	(1,066)	3,901	
3423: Sheriff Civil GC26746			**Net Budget Adjustments**	**-**	**0**	**-**	
3424: Micro Assistar	143: Economic Development	No Program	49999: Beginning Fund Balance	11,629	284	11,913	
3424: Micro Assistar	143: Economic Development	No Program	60201: Miscellaneous Expense	11,629	284	11,913	
3424: Micro Assistance Loans			**Net Budget Adjustments**	**-**	**0**	**-**	
3425: SAFE Busines	143: Economic Development	No Program	49999: Beginning Fund Balance	31,154	11,367	42,521	
3425: SAFE Busines	143: Economic Development	No Program	60505: Client - Community Econo	31,154	11,367	42,521	
3425: SAFE Business Relief Program			**Net Budget Adjustments**	**-**	**0**	**-**	
3426: CMSP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	-	358	358	
3426: CMSP Fund	401: Health Division	No Program	60201: Miscellaneous Expense	-	358	358	
3426: CMSP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3427: Prop 56 Toba	401: Health Division	No Program	49999: Beginning Fund Balance	-	76,968	76,968	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3427: Prop 56 Toba	401: Health Division	No Program	60201: Miscellaneous Expense	-	76,968	76,968	
3427: Prop 56 Tobacco Tax			**Net Budget Adjustments**	**-**	**0**	**-**	
3428: Pandemic Influ	401: Health Division	No Program	45124: Pandemic Influenza - Stat	60,594	4,530	65,124	
3428: Pandemic Influ	401: Health Division	No Program	49999: Beginning Fund Balance	-	(4,530)	(4,530)	
3428: Pandemic Influenza State			**Net Budget Adjustments**	**-**	**0**	**-**	
3430: Library Private	606: Library	No Program	49999: Beginning Fund Balance	371,289	2,077	373,366	
3430: Library Private	606: Library	No Program	60201: Miscellaneous Expense	375,289	2,077	377,366	
3430: Library Private Donation			**Net Budget Adjustments**	**-**	**0**	**-**	
3432: Community C	224: Probation	No Program	45174: Community Correct Growt	3,125	27,728	30,853	
3432: Community C	224: Probation	No Program	45282: AB109 Implement (AB118	979,407	22,705	1,002,112	
3432: Community C	224: Probation	No Program	49999: Beginning Fund Balance	2,102,748	(41,284)	2,061,464	
3432: Community C	224: Probation	No Program	60132: Maintenance - Buildings a	50,000	(3,000)	47,000	
3432: Community C	224: Probation	No Program	60201: Miscellaneous Expense	63,837	(21,557)	42,280	
3432: Community C	224: Probation	No Program	60412: Propane	5,000	(3,000)	2,000	
3432: Community C	224: Probation	No Program	60431: Software	50,000	(5,000)	45,000	
3432: Community C	224: Probation	No Program	60503: Client - Community Safety	15,000	(5,000)	10,000	
3432: Community C	224: Probation	No Program	60514: Client - Animal Caretaking	60,000	(36,887)	23,113	
3432: Community C	224: Probation	No Program	60518: Client - Clothing	-	10,726	10,726	
3432: Community C	224: Probation	No Program	60543: Client - Treatment Facilitie	40,000	30,433	70,433	
3432: Community C	224: Probation	No Program	80221: Cost Allocation Overhead	-	42,434	42,434	
3432: Community Correct AB109			**Net Budget Adjustments**	**-**	**0**	**-**	
3433: 2011 Human S	506: Assistance Payments	No Program	49999: Beginning Fund Balance	1,200,000	(133,754)	1,066,246	
3433: 2011 Human S	506: Assistance Payments	No Program	60201: Miscellaneous Expense	1,146,768	(471,634)	675,134	
3433: 2011 Human S	506: Assistance Payments	No Program	80111: Transfer Out - General	200,000	337,880	537,880	3433-506 to 3341-519; 3433-506 to 3328-501
3433: 2011 Human Serv Realign			**Net Budget Adjustments**	**-**	**0**	**-**	
3434: Community C	224: Probation	No Program	49999: Beginning Fund Balance	313,119	(9,470)	303,649	
3434: Community C	224: Probation	No Program	60157: Ammunition	5,000	(1,000)	4,000	
3434: Community C	224: Probation	No Program	60181: Medical and Laboratory E	15,000	(2,000)	13,000	
3434: Community C	224: Probation	No Program	60201: Miscellaneous Expense	34,178	(2,470)	31,708	
3434: Community C	224: Probation	No Program	60301: General Professional Serv	20,000	(2,000)	18,000	
3434: Community C	224: Probation	No Program	60431: Software	30,000	(890)	29,110	
3434: Community C	224: Probation	No Program	80221: Cost Allocation Overhead	11,949	(1,110)	10,839	
3434: Community Correct SB678			**Net Budget Adjustments**	**-**	**0**	**-**	
3435: 2011 Behav H	402: Behavioral Health	No Program	49101: Transfer In - General	-	40,000	40,000	3449-402 to 3393-402 and 3435-402; 3459-402 TO 3435-402; 3461-402 TO 3435-402
3435: 2011 Behav H	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	1,071,859	1,071,859	
3435: 2011 Behav H	402: Behavioral Health	No Program	80111: Transfer Out - General	601,810	1,111,859	1,713,669	3435-402 to 1001-402; 3435-402 to 1001-402; 3435-402 to 3457-402 and 3492-402 and 3542-402; 3435-402 to 1001-402
3435: 2011 Behav Hlth Realignment			**Net Budget Adjustments**	**-**	**0**	**-**	
3436: Cal-MMET Fu	216: Sheriff	No Program	49999: Beginning Fund Balance	-	52,194	52,194	
3436: Cal-MMET Fu	216: Sheriff	No Program	60201: Miscellaneous Expense	149,254	52,194	201,448	
3436: Cal-MMET Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3437: State Parole D	212: District Attorney	No Program	49999: Beginning Fund Balance	95,521	22,124	117,645	
3437: State Parole D	212: District Attorney	No Program	60111: Training and Seminars	3,000	3,000	6,000	
3437: State Parole D	212: District Attorney	No Program	60121: Meals	2,000	2,000	4,000	
3437: State Parole D	212: District Attorney	No Program	60122: Lodging	4,000	2,500	6,500	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3437: State Parole D	212: District Attorney	No Program	60421: Equipment	63,221	14,624	77,845	
3437: State Parole DA			**Net Budget Adjustments**	**-**	**0**	**-**	
3438: DJJ Realignm	224: Probation	No Program	45171: Juvenile Probations & Car	250,000	42,909	292,909	
3438: DJJ Realignm	224: Probation	No Program	49999: Beginning Fund Balance	428,460	(1,921)	426,539	
3438: DJJ Realignm	224: Probation	No Program	60201: Miscellaneous Expense	6,960	40,988	47,948	
3438: DJJ Realignment SB823			**Net Budget Adjustments**	**-**	**0**	**-**	
3439: DEA Grant Fu	216: Sheriff	No Program	49999: Beginning Fund Balance	365,575	(176,218)	189,357	
3439: DEA Grant Fu	216: Sheriff	No Program	60308: Law Enforcement Service	439,575	(176,218)	263,357	
3439: DEA Grant Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3440: Bailiff Fund	277: Bailiff	No Program	45301: State Law Enforcement - S	225,157	33,168	258,325	
3440: Bailiff Fund	277: Bailiff	No Program	49999: Beginning Fund Balance	0	(33,168)	(33,168)	
3440: Bailiff Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3441: Youth Prograr	224: Probation	No Program	45176: SB823 Revenue	86,778	80,751	167,529	
3441: Youth Prograr	224: Probation	No Program	49999: Beginning Fund Balance	-	(57,681)	(57,681)	
3441: Youth Prograr	224: Probation	No Program	70411: Staff Vehicles	74,996	23,070	98,066	
3441: Youth Programs and Facilities Grant (YPFG)			**Net Budget Adjustments**	**-**	**0**	**-**	
3445: OES/HSGP F	216: Sheriff	No Program	49999: Beginning Fund Balance	50,000	174,460	224,460	
3445: OES/HSGP F	216: Sheriff	No Program	60103: Safety Equipment	143,535	174,460	317,995	
3445: OES/HSGP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3449: Whole Person	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	85,868	85,868	
3449: Whole Person	402: Behavioral Health	No Program	80111: Transfer Out - General	-	85,868	85,868	3449-402 to 3393-402 and 3435-402
3449: Whole Person Care Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3450: MID Settlemer	102: Administration	No Program	48171: Settlements	-	300,000	300,000	Reestablishing MID Settlement Fund for tracking purposes
3450: MID Settlemer	102: Administration	No Program	60303: Accounting and Auditing S	-	300,000	300,000	Reestablishing MID Settlement Fund for tracking purposes
3450: MID Settlement			**Net Budget Adjustments**	**-**	**0**	**-**	
3452: Emergency Pl	216: Sheriff	No Program	49999: Beginning Fund Balance	-	11,470	11,470	
3452: Emergency Pl	216: Sheriff	No Program	60152: Emergency Response Sup	82	11,470	11,552	
3452: Emergency Planning Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3453: Tobacco Law	216: Sheriff	No Program	49999: Beginning Fund Balance	-	37,505	37,505	
3453: Tobacco Law	216: Sheriff	No Program	60201: Miscellaneous Expense	-	37,505	37,505	
3453: Tobacco Law Enforcement			**Net Budget Adjustments**	**-**	**0**	**-**	
3454: JBCT Fund	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	300,110	300,110	
3454: JBCT Fund	402: Behavioral Health	No Program	51112: Extra Help	-	50,000	50,000	
3454: JBCT Fund	402: Behavioral Health	No Program	60301: General Professional Serv	95,271	(56,043)	39,228	
3454: JBCT Fund	402: Behavioral Health	No Program	60541: Client - Medical Professior	120,723	250,110	370,833	
3454: JBCT Fund	402: Behavioral Health	No Program	80111: Transfer Out - General	-	55,000	55,000	3454-402 TO 1001-220
3454: JBCT Fund	402: Behavioral Health	No Program	80221: Cost Allocation Overhead	5,424	1,043	6,467	
3454: JBCT Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3455: County Asses	109: Assessor/Recorder	No Program	49999: Beginning Fund Balance	294,887	(45,016)	249,871	
3455: County Asses	109: Assessor/Recorder	No Program	60431: Software	103,320	1,968	105,288	
3455: County Asses	109: Assessor/Recorder	No Program	70511: Software Fixed Assets	316,967	(46,984)	269,983	
3455: County Assessors' Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3457: CMSP Grant F	402: Behavioral Health	No Program	49101: Transfer In - General	-	147,925	147,925	3435-402 to 3457-402 and 3492-402 and 3542-402
3457: CMSP Grant F	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	(147,925)	(147,925)	
3457: CMSP Grant Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3459: Homeless Em	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	2,158	2,158	
3459: Homeless Em	402: Behavioral Health	No Program	80111: Transfer Out - General	-	2,158	2,158	3459-402 TO 3435-402

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3459: Homeless Emergency Aid			**Net Budget Adjustments**	**-**	**0**	**-**	
3461: Homeless Hou	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	35,903	35,903	
3461: Homeless Hou	402: Behavioral Health	No Program	80111: Transfer Out - General	-	35,903	35,903	3461-402 TO 3435-402
3461: Homeless Housing - WPC			**Net Budget Adjustments**	**-**	**0**	**-**	
3463: AIDS/HIV Sur	401: Health Division	No Program	45117: Aids Block Grant - State	3,012	3,198	6,210	Increase expected revenue from 22/23 in 23/24
3463: AIDS/HIV Sur	401: Health Division	No Program	49999: Beginning Fund Balance	-	(3,198)	(3,198)	
3463: AIDS/HIV Surveillance			**Net Budget Adjustments**	**-**	**0**	**-**	
3464: CCS CA Child	401: Health Division	No Program	49999: Beginning Fund Balance	0	(301)	(301)	
3464: CCS CA Child	401: Health Division	No Program	60211: Copy Machine Expense	500	(301)	199	
3464: CCS CA Children's Services			**Net Budget Adjustments**	**-**	**0**	**-**	
3465: Air Pollution S	457: Environmental Health	No Program	49999: Beginning Fund Balance	0	8,073	8,073	
3465: Air Pollution S	457: Environmental Health	No Program	60431: Software	382	8,073	8,455	
3465: Air Pollution Subvention			**Net Budget Adjustments**	**-**	**0**	**-**	
3466: CHDP Fund	401: Health Division	No Program	45115: CHDP Contract - Health -	0	6,581	6,581	
3466: CHDP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	(6,581)	(6,581)	
3466: CHDP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3467: MCAH Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	28,616	28,616	
3467: MCAH Fund	401: Health Division	No Program	60201: Miscellaneous Expense	-	28,616	28,616	
3467: MCAH Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3468: IAP Fund	401: Health Division	No Program	45116: Immunization Program - S	354,075	218,765	572,840	Increase expected revenue from 22/23 in 23/24
3468: IAP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	(218,765)	(218,765)	
3468: IAP Fund	401: Health Division	No Program	51111: Regular salaries and wage	192,344	1,570	193,914	
3468: IAP Fund	401: Health Division	No Program	80221: Cost Allocation Overhead	1,570	(1,570)	0	
3468: IAP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3469: CUPA Fund	457: Environmental Health	No Program	49999: Beginning Fund Balance	-	25,395	25,395	
3469: CUPA Fund	457: Environmental Health	No Program	60201: Miscellaneous Expense	-	25,395	25,395	
3469: CUPA Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3470: Cal-Fresh Hea	401: Health Division	No Program	45111: SNAP-Ed - State	150,000	2,594	152,594	Increase expected revenue from 22/23 in 23/24
3470: Cal-Fresh Hea	401: Health Division	No Program	49999: Beginning Fund Balance	0	(2,594)	(2,594)	
3470: Cal-Fresh Healthy Living			**Net Budget Adjustments**	**-**	**0**	**-**	
3471: COHP Fund	401: Health Division	No Program	45112: COHP - State	144,088	115,083	259,171	Increase expected revenue from 22/23 in 23/24
3471: COHP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	(115,083)	(115,083)	
3471: COHP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3472: CLPPP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	4,159	4,159	
3472: CLPPP Fund	401: Health Division	No Program	60201: Miscellaneous Expense	-	4,159	4,159	
3472: CLPPP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3473: Woodsmoke F	457: Environmental Health	No Program	45122: Woodsmoke Reduction - S	179,770	4,546	184,316	Increase expected revenue from 22/23 in 23/24
3473: Woodsmoke F	457: Environmental Health	No Program	49999: Beginning Fund Balance	-	(4,546)	(4,546)	
3473: Woodsmoke Reduction			**Net Budget Adjustments**	**-**	**0**	**-**	
3474: CARB Fund	457: Environmental Health	No Program	49999: Beginning Fund Balance	210,518	199,524	410,042	
3474: CARB Fund	457: Environmental Health	No Program	60201: Miscellaneous Expense	210,518	199,524	410,042	
3474: CARB Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3475: HCPCFC Fun	401: Health Division	No Program	45034: HCPCFC - State	41,347	3,523	44,870	Increase expected revenue from 22/23 in 23/24
3475: HCPCFC Fun	401: Health Division	No Program	49999: Beginning Fund Balance	0	(3,523)	(3,523)	
3475: HCPCFC Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3476: Detwiler Fire F	271: Detwiler Fire	No Program	49999: Beginning Fund Balance	-	6,408	6,408	
3476: Detwiler Fire F	271: Detwiler Fire	No Program	80111: Transfer Out - General	-	6,408	6,408	3476-271 to 1001-100 to close fund

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3476: Detwiler Fire Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3477: Ferguson Fire	286: Ferguson Fire 2019	No Program	49101: Transfer In - General	-	36,007	36,007	5501-350 to 3477-286 to correct prior year transfer and close fund
3477: Ferguson Fire	286: Ferguson Fire 2019	No Program	49999: Beginning Fund Balance	-	(36,007)	(36,007)	
3477: Ferguson Fire			**Net Budget Adjustments**	**-**	**0**	**-**	
3478: SAFE Grant	401: Health Division	No Program	49999: Beginning Fund Balance	-	1,330	1,330	
3478: SAFE Grant	401: Health Division	No Program	80111: Transfer Out - General	-	1,330	1,330	3478-401 to 1001-401
3478: SAFE Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3481: Covid-19 CMS	401: Health Division	No Program	49999: Beginning Fund Balance	-	20,014	20,014	
3481: Covid-19 CMS	401: Health Division	No Program	80111: Transfer Out - General	-	20,014	20,014	3481-401 to 1001-401
3481: Covid-19 CMSP			**Net Budget Adjustments**	**-**	**0**	**-**	
3483: IDP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	-	1,415	1,415	
3483: IDP Fund	401: Health Division	No Program	60201: Miscellaneous Expense	20,000	1,415	21,415	
3483: IDP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3484: CAP Incentive	457: Environmental Health	No Program	49999: Beginning Fund Balance	129,456	2,142	131,598	
3484: CAP Incentive	457: Environmental Health	No Program	60201: Miscellaneous Expense	129,456	2,142	131,598	
3484: CAP Incentives Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3485: CAPP Fund	457: Environmental Health	No Program	45063: State Grant Revenue - Sta	-	23,936	23,936	New air pollution grant, approved by BOS on 2/13
3485: CAPP Fund	457: Environmental Health	No Program	49999: Beginning Fund Balance	78,631	12,113	90,744	
3485: CAPP Fund	457: Environmental Health	No Program	51111: Regular salaries and wage	18,937	8,501	27,438	
3485: CAPP Fund	457: Environmental Health	No Program	52101: Retirement - Employer	1,925	1,322	3,247	
3485: CAPP Fund	457: Environmental Health	No Program	52201: Medical - Active Employee	1,511	1,647	3,158	
3485: CAPP Fund	457: Environmental Health	No Program	52202: Dental - Active Employees	93	434	527	
3485: CAPP Fund	457: Environmental Health	No Program	52203: Vision - Active Employees	28	380	408	
3485: CAPP Fund	457: Environmental Health	No Program	52205: Life Insurance	15	101	116	
3485: CAPP Fund	457: Environmental Health	No Program	52208: Medical Insurance Admini	9	38	47	
3485: CAPP Fund	457: Environmental Health	No Program	52301: Social Security Total	1,183	940	2,123	
3485: CAPP Fund	457: Environmental Health	No Program	52302: Medicare Total	277	79	356	
3485: CAPP Fund	457: Environmental Health	No Program	52303: SDI Total	170	494	664	
3485: CAPP Fund	457: Environmental Health	No Program	60111: Training and Seminars	-	5,000	5,000	
3485: CAPP Fund	457: Environmental Health	No Program	60201: Miscellaneous Expense	78,631	12,113	90,744	
3485: CAPP Fund	457: Environmental Health	No Program	60301: General Professional Serv	-	3,000	3,000	
3485: CAPP Fund	457: Environmental Health	No Program	60381: Publications and Legal No	-	2,000	2,000	
3485: CAPP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3486: PBE Grant Fu	457: Environmental Health	No Program	45133: PBE - State	30,000	3,440	33,440	Increase expected revenue from 22/23 in 23/24
3486: PBE Grant Fu	457: Environmental Health	No Program	49999: Beginning Fund Balance	-	(3,440)	(3,440)	
3486: PBE Grant Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3487: SLFRF—State	102: Administration	No Program	49999: Beginning Fund Balance	3,166,036	(138,093)	3,027,943	
3487: SLFRF—State	102: Administration	No Program	60103: Safety Equipment	200,000	(200,000)	0	Sheriff will cover costs in their special revenue funds
3487: SLFRF—State	102: Administration	No Program	60132: Maintenance - Buildings a	-	15,000	15,000	Government Center office improvements are not all fixed asset expenses
3487: SLFRF—State	102: Administration	No Program	70111: Community and Office Bui	567,000	(168,093)	398,907	
3487: SLFRF—State	102: Administration	No Program	70112: Improvements	60,000	(15,000)	45,000	Government Center office improvements are not all fixed asset expenses
3487: SLFRF—State	102: Administration	No Program	80111: Transfer Out - General	0	230,000	230,000	3487-102 to 1001-101 Relief funds set aside for office expansion but not needed; 3487-102 TO 1001-216
3487: SLFRF—State and Local Fiscal Recovery Funds			**Net Budget Adjustments**	**-**	**0**	**-**	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3490: ELC - Enhanc	401: Health Division	No Program	49999: Beginning Fund Balance	0	56,095	56,095	
3490: ELC - Enhanc	401: Health Division	No Program	60201: Miscellaneous Expense	115,843	56,095	171,938	
3490: ELC - Enhance Detection			**Net Budget Adjustments**	**-**	**0**	**-**	
3491: ELC Cares	401: Health Division	No Program	45041: Public Assistance Prograr	-	496	496	
3491: ELC Cares	401: Health Division	No Program	49999: Beginning Fund Balance	-	(496)	(496)	
3491: ELC Cares			**Net Budget Adjustments**	**-**	**0**	**-**	
3492: Targeted Cas	402: Behavioral Health	No Program	45082: Medi-Cal FFP - State	952,042	4,605	956,647	
3492: Targeted Cas	402: Behavioral Health	No Program	49101: Transfer In - General	-	852,219	852,219	3435-402 to 3457-402 and 3492-402 and 3542-402
3492: Targeted Cas	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	(834,753)	(834,753)	
3492: Targeted Cas	402: Behavioral Health	No Program	80211: Departmental Overhead T	299,633	22,071	321,704	3492-402 to 1001-507
3492: Targeted Case Management			**Net Budget Adjustments**	**-**	**0**	**-**	
3493: Public Health	401: Health Division	No Program	45547: One-Time State Grants - S	-	189,038	189,038	
3493: Public Health	401: Health Division	No Program	49999: Beginning Fund Balance	-	(189,038)	(189,038)	
3493: Public Health Institute COVID Funding			**Net Budget Adjustments**	**-**	**0**	**-**	
3494: Crisis Care Mo	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	266,901	266,901	
3494: Crisis Care Mo	402: Behavioral Health	No Program	70411: Staff Vehicles	103,773	266,901	370,674	
3494: Crisis Care Mobile Units			**Net Budget Adjustments**	**-**	**0**	**-**	
3495: California Equ	401: Health Division	No Program	49999: Beginning Fund Balance	-	24,325	24,325	
3495: California Equ	401: Health Division	No Program	60201: Miscellaneous Expense	2,644	24,325	26,969	
3495: California Equitable Recovery Unit			**Net Budget Adjustments**	**-**	**0**	**-**	
3496: Public Health	401: Health Division	No Program	49999: Beginning Fund Balance	-	43,786	43,786	
3496: Public Health	401: Health Division	No Program	60201: Miscellaneous Expense	95,578	43,786	139,364	
3496: Public Health Workforce Development			**Net Budget Adjustments**	**-**	**0**	**-**	
3497: SB 129 Pre-Tr	224: Probation	No Program	49999: Beginning Fund Balance	7,641	45,213	52,854	
3497: SB 129 Pre-Tr	224: Probation	No Program	51115: Overtime	8,000	10,000	18,000	
3497: SB 129 Pre-Tr	224: Probation	No Program	60201: Miscellaneous Expense	6,698	35,213	41,911	
3497: SB 129 Pre-Trial			**Net Budget Adjustments**	**-**	**0**	**-**	
3458: Distance Lear	402: Behavioral Health	No Program	46043: Distance Learning & Tele	228,739	3,670	232,409	
3458: Distance Lear	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	(3,670)	(3,670)	
3458: Distance Learn & Tele-Med			**Net Budget Adjustments**	**-**	**0**	**-**	
3488: Terra Count	249: Planning	No Program	45549: TERRA Count - State	52,322	(52,322)	0	
3488: Terra Count	249: Planning	No Program	49999: Beginning Fund Balance	(52,322)	52,469	147	
3488: Terra Count	249: Planning	No Program	80111: Transfer Out - General	-	147	147	
3488: Terra Count			**Net Budget Adjustments**	**-**	**0**	**-**	
3489: SALC Prograr	249: Planning	No Program	45551: SALC Grant - State	184,800	(59,960)	124,840	
3489: SALC Prograr	249: Planning	No Program	49999: Beginning Fund Balance	48,886	(43,418)	5,468	
3489: SALC Prograr	249: Planning	No Program	60301: General Professional Serv	233,686	(103,378)	130,308	
3489: SALC Program Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
3533: Future of Publ	401: Health Division	No Program	49999: Beginning Fund Balance	-	24,828	24,828	
3533: Future of Publ	401: Health Division	No Program	60201: Miscellaneous Expense	13,998	24,828	38,826	
3533: Future of Public Health			**Net Budget Adjustments**	**-**	**0**	**-**	
3536: MHSA Fund -	402: Behavioral Health	No Program	45076: MHSA - State	1,849,848	5,069,699	6,919,547	
3536: MHSA Fund -	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	(5,069,699)	(5,069,699)	
3536: MHSA Fund -	402: Behavioral Health	No Program	60519: Client - Contracted Progra	66,266	(39,048)	27,218	
3536: MHSA Fund -	402: Behavioral Health	No Program	60541: Client - Medical Professior	28,682	80,516	109,198	
3536: MHSA Fund -	402: Behavioral Health	No Program	80211: Departmental Overhead T	530,120	39,048	569,168	3536-402 to 1001-507
3536: MHSA Fund -	402: Behavioral Health	No Program	80221: Cost Allocation Overhead	184,319	(80,516)	103,803	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3536: MHSA Fund - ASOC/CSOC			**Net Budget Adjustments**	**-**	**0**	**-**	
3537: MHSA - PEI	402: Behavioral Health	No Program	45077: MHSA Project PEI - State	462,452	312,401	774,853	
3537: MHSA - PEI	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	(312,401)	(312,401)	
3537: MHSA - PEI	402: Behavioral Health	No Program	60301: General Professional Serv	201,733	(4,993)	196,740	
3537: MHSA - PEI	402: Behavioral Health	No Program	80211: Departmental Overhead T	67,790	4,993	72,783	3537-402 to 1001-507
3537: MHSA - PEI			**Net Budget Adjustments**	**-**	**0**	**-**	
3538: MHSA - WET	402: Behavioral Health	No Program	45078: MHSA Project Wetmic - S	-	208	208	
3538: MHSA - WET	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	(208)	(208)	
3538: MHSA - WET			**Net Budget Adjustments**	**-**	**0**	**-**	
3539: MHSA Innova	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	132,323	132,323	
3539: MHSA Innova	402: Behavioral Health	No Program	60301: General Professional Serv	72,224	128,228	200,452	
3539: MHSA Innova	402: Behavioral Health	No Program	80211: Departmental Overhead T	55,588	4,095	59,683	3539-402 to 1001-507
3539: MHSA Innovation			**Net Budget Adjustments**	**-**	**0**	**-**	
3542: MHSA Housin	402: Behavioral Health	No Program	49101: Transfer In - General	-	71,715	71,715	3435-402 to 3457-402 and 3492-402 and 3542-402
3542: MHSA Housin	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	(71,715)	(71,715)	
3542: MHSA Housing Development			**Net Budget Adjustments**	**-**	**0**	**-**	
3544: Our Town Fed	249: Planning	No Program	46165: Our Town Grant - Federal	69,000	(29,000)	40,000	
3544: Our Town Fed	249: Planning	No Program	49999: Beginning Fund Balance	-	(5,000)	(5,000)	
3544: Our Town Fed	249: Planning	No Program	60301: General Professional Serv	69,000	(34,000)	35,000	
3544: Our Town Federal Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3545: Oak Fire Debr	102: Administration	No Program	45201: CDAA California Disaster	16,488,235	(6,332,652)	10,155,583	
3545: Oak Fire Debr	102: Administration	No Program	49999: Beginning Fund Balance	(11,505,802)	6,332,652	(5,173,150)	
3545: Oak Fire Debris Removal			**Net Budget Adjustments**	**-**	**0**	**-**	
3546: Weather 2022	899: Disasters	No Program	45201: CDAA California Disaster	-	908,365	908,365	
3546: Weather 2022	899: Disasters	No Program	49101: Transfer In - General	-	192,683	192,683	1001-100 to 3546-899 county portion of winter 2022 storm damage repair costs
3546: Weather 2022	899: Disasters	No Program	49999: Beginning Fund Balance	-	(1,101,048)	(1,101,048)	
3546: Weather 2022.12.27			**Net Budget Adjustments**	**-**	**0**	**-**	
3601: Business Relie	143: Economic Development	No Program	49999: Beginning Fund Balance	(257,250)	(39,500)	(296,750)	
3601: Business Relie	143: Economic Development	No Program	60505: Client - Community Econo	68,616	(39,500)	29,116	
3601: Business Relief Grants 20-CDBG-CV-2-3-00074			**Net Budget Adjustments**	**-**	**0**	**-**	
3603: DIS Workforce	401: Health Division	No Program	45063: State Grant Revenue - Sta	102,384	(102,384)	0	
3603: DIS Workforce	401: Health Division	No Program	49999: Beginning Fund Balance	0	126,934	126,934	
3603: DIS Workforce	401: Health Division	No Program	51112: Extra Help	-	24,550	24,550	
3603: DIS Workforce Development Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3606: MHBG CRRSA	402: Behavioral Health	No Program	45063: State Grant Revenue - Sta	-	50,994	50,994	
3606: MHBG CRRSA	402: Behavioral Health	No Program	49999: Beginning Fund Balance	-	(50,994)	(50,994)	
3606: MHBG CRRSAA Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3607: Officer Mental	216: Sheriff	No Program	49999: Beginning Fund Balance	44,231	272	44,503	
3607: Officer Mental	216: Sheriff	No Program	60201: Miscellaneous Expense	44,231	272	44,503	
3607: Officer Mental Health and Wellness Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3608: Weather 2023	899: Disasters	No Program	45201: CDAA California Disaster	-	1,387,820	1,387,820	
3608: Weather 2023	899: Disasters	No Program	49101: Transfer In - General	-	294,386	294,386	1001-100 to 3608-899 county portion of winter 2023 storm damage repair costs
3608: Weather 2023	899: Disasters	No Program	49999: Beginning Fund Balance	-	(1,682,206)	(1,682,206)	
3608: Weather 2023.02.23			**Net Budget Adjustments**	**-**	**0**	**-**	
3614: SABG ARPA (	403: Alcohol And Drug	No Program	45063: State Grant Revenue - Sta	294,523	9,928	304,451	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3614: SABG ARPA (	403: Alcohol And Drug	No Program	49999: Beginning Fund Balance	-	(9,928)	(9,928)	
3614: SABG ARPA Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3616: SABG CRRSA	403: Alcohol And Drug	No Program	45063: State Grant Revenue - Sta	-	6,516	6,516	
3616: SABG CRRSA	403: Alcohol And Drug	No Program	49999: Beginning Fund Balance	-	(6,516)	(6,516)	
3616: SABG CRRSAA Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3617: OSBA Micro E	143: Economic Development	No Program	49999: Beginning Fund Balance	10,328	(9,584)	744	
3617: OSBA Micro E	143: Economic Development	No Program	60505: Client - Community Econo	10,328	(10,328)	0	
3617: OSBA Micro E	143: Economic Development	No Program	80111: Transfer Out - General	-	744	744	3617-143 to 1001-143 additional administrative overhead
3617: OSBA Micro Enterprise Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3618: Yosemite KOA	249: Planning	No Program	49999: Beginning Fund Balance	5,345	(1,294)	4,051	
3618: Yosemite KOA	249: Planning	No Program	60301: General Professional Serv	91,007	(1,294)	89,713	
3618: Yosemite KOA - Planning			**Net Budget Adjustments**	**-**	**0**	**-**	
3619: Terramor Outd	249: Planning	No Program	49999: Beginning Fund Balance	4,751	(638)	4,113	
3619: Terramor Outd	249: Planning	No Program	60301: General Professional Serv	100,309	(638)	99,671	
3619: Terramor Outdoor Resort - Planning			**Net Budget Adjustments**	**-**	**0**	**-**	
3620: Business Assi	143: Economic Development	No Program	45547: One-Time State Grants - S	500,000	(500,000)	0	
3620: Business Assi	143: Economic Development	No Program	46166: Community Development	-	147,628	147,628	
3620: Business Assi	143: Economic Development	No Program	49999: Beginning Fund Balance	(317,372)	290,774	(26,598)	
3620: Business Assi	143: Economic Development	No Program	60505: Client - Community Econo	182,628	(61,598)	121,030	
3620: Business Assistance Loan Fund 20-CDBG-12039			**Net Budget Adjustments**	**-**	**0**	**-**	
3621: CDBG Micro E	143: Economic Development	No Program	49999: Beginning Fund Balance	(17,500)	(41,533)	(59,033)	
3621: CDBG Micro E	143: Economic Development	No Program	60505: Client - Community Econo	232,500	(51,033)	181,467	
3621: CDBG Micro E	143: Economic Development	No Program	80111: Transfer Out - General	-	9,500	9,500	3621-143 to 1001-249
3621: CDBG Micro Enterprise Loan			**Net Budget Adjustments**	**-**	**0**	**-**	
3622: Resort Hotel F	143: Economic Development	No Program	49101: Transfer In - General	-	2,800	2,800	1001-143 to 3622-143 to reverse administrative overhead transfer
3622: Resort Hotel F	143: Economic Development	No Program	49999: Beginning Fund Balance	(16,477)	(6,323)	(22,800)	
3622: Resort Hotel F	143: Economic Development	No Program	60301: General Professional Serv	23,523	(3,523)	20,000	
3622: Resort Hotel Feasibility Study 21-CDBG			**Net Budget Adjustments**	**-**	**0**	**-**	
3624: CPUC LATA E	143: Economic Development	No Program	49999: Beginning Fund Balance	(24,000)	(25,000)	(49,000)	
3624: CPUC LATA E	143: Economic Development	No Program	60301: General Professional Serv	-	451,000	451,000	
3624: CPUC LATA E	143: Economic Development	No Program	60505: Client - Community Econo	476,000	(476,000)	0	
3624: CPUC LATA Broadband Network Design			**Net Budget Adjustments**	**-**	**0**	**-**	
3625: National Opioi	403: Alcohol And Drug	No Program	49999: Beginning Fund Balance	-	193,096	193,096	
3625: National Opioi	403: Alcohol And Drug	No Program	60181: Medical and Laboratory E	206,309	193,096	399,405	
3625: National Opioids Settlement Funds			**Net Budget Adjustments**	**-**	**0**	**-**	
3626: Local Assistar	102: Administration	No Program	49999: Beginning Fund Balance	1,234,437	11,095	1,245,532	
3626: Local Assistar	102: Administration	No Program	60132: Maintenance - Buildings a	110,000	(63,905)	46,095	Sheriff will cover $75K in their special revenue funds
3626: Local Assistar	102: Administration	No Program	60216: Storage - File, Furniture, a	168,874	(11,179)	157,695	County Counsel will not need files shredded
3626: Local Assistar	102: Administration	No Program	60421: Equipment	120,000	(100,000)	20,000	Sheriff will cover costs in their special revenue funds
3626: Local Assistar	102: Administration	No Program	80111: Transfer Out - General	0	186,179	186,179	3626-102 to 1001-113 Unspent relief funds; 3626-102 TO 1001-216; 3626-102 TO 1001-216
3626: Local Assistance and Tribal Consistency			**Net Budget Adjustments**	**-**	**0**	**-**	
3627: Mobile Probati	224: Probation	No Program	49999: Beginning Fund Balance	(100,000)	4,859	(95,141)	
3627: Mobile Probati	224: Probation	No Program	60201: Miscellaneous Expense	-	4,859	4,859	
3627: Mobile Probation Service Centers Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3629: California Stre	401: Health Division	No Program	49999: Beginning Fund Balance	-	145,773	145,773	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
3629: California Stre	401: Health Division	No Program	60201: Miscellaneous Expense	-	145,773	145,773	
3629: California Strengthening Public Health Initiative			**Net Budget Adjustments**	**-**	**0**	**-**	
3632: Workforce Ca	401: Health Division	No Program	45063: State Grant Revenue - Sta	-	31,848	31,848	
3632: Workforce Ca	401: Health Division	No Program	60111: Training and Seminars	-	31,848	31,848	
3632: Workforce Career Ladder Education Program Grant			**Net Budget Adjustments**	**-**	**0**	**-**	
3312: Water Agency	304: Public Works Administration	No Program	49999: Beginning Fund Balance	187,015	8,184	195,199	
3312: Water Agency	304: Public Works Administration	No Program	60301: General Professional Serv	192,391	4,215	196,606	
3312: Water Agency	304: Public Works Administration	No Program	80221: Cost Allocation Overhead	1,750	3,969	5,719	
3312: Water Agency			**Net Budget Adjustments**	**-**	**0**	**-**	
3313: Coulterville Lig	304: Public Works Administration	No Program	49999: Beginning Fund Balance	61,431	5,485	66,916	
3313: Coulterville Lig	304: Public Works Administration	No Program	60301: General Professional Serv	65,573	5,485	71,058	
3313: Coulterville Lighting			**Net Budget Adjustments**	**-**	**0**	**-**	
3314: Coulterville Se	408: Plant Operations	No Program	48231: Debt Proceeds	118,273	(24,910)	93,363	
3314: Coulterville Se	408: Plant Operations	No Program	49999: Beginning Fund Balance	37,817	24,910	62,727	
3314: Coulterville Service Area			**Net Budget Adjustments**	**-**	**0**	**-**	
3315: Don Pedro Eq	304: Public Works Administration	No Program	49999: Beginning Fund Balance	40,756	(4,380)	36,376	
3315: Don Pedro Eq	304: Public Works Administration	No Program	60301: General Professional Serv	45,356	(4,380)	40,976	
3315: Don Pedro Equestrian Trails			**Net Budget Adjustments**	**-**	**0**	**-**	
3316: Don Pedro Se	408: Plant Operations	No Program	48231: Debt Proceeds	144,796	(38,509)	106,287	
3316: Don Pedro Se	408: Plant Operations	No Program	49999: Beginning Fund Balance	15,933	38,509	54,442	
3316: Don Pedro Sewer			**Net Budget Adjustments**	**-**	**0**	**-**	
3317: Hornitos Light	304: Public Works Administration	No Program	49999: Beginning Fund Balance	44,021	3,035	47,056	
3317: Hornitos Light	304: Public Works Administration	No Program	60301: General Professional Serv	45,479	3,035	48,514	
3317: Hornitos Lighting			**Net Budget Adjustments**	**-**	**0**	**-**	
3318: Mariposa Ligh	304: Public Works Administration	No Program	49999: Beginning Fund Balance	571,846	15,365	587,211	
3318: Mariposa Ligh	304: Public Works Administration	No Program	60301: General Professional Serv	604,294	15,365	619,659	
3318: Mariposa Lighting			**Net Budget Adjustments**	**-**	**0**	**-**	
3319: Mariposa Park	304: Public Works Administration	No Program	49999: Beginning Fund Balance	35,957	(798)	35,159	
3319: Mariposa Park	304: Public Works Administration	No Program	60301: General Professional Serv	38,029	(798)	37,231	
3319: Mariposa Parking			**Net Budget Adjustments**	**-**	**0**	**-**	
3320: Mariposa Pine	408: Plant Operations	No Program	48231: Debt Proceeds	101,044	(85,920)	15,124	
3320: Mariposa Pine	408: Plant Operations	No Program	49999: Beginning Fund Balance	(1,213)	85,920	84,707	
3320: Mariposa Pines			**Net Budget Adjustments**	**-**	**0**	**-**	
3321: Wawona Serv	304: Public Works Administration	No Program	49999: Beginning Fund Balance	(76)	5,371	5,295	
3321: Wawona Serv	304: Public Works Administration	No Program	60301: General Professional Serv	95,348	5,371	100,719	
3321: Wawona Service Area			**Net Budget Adjustments**	**-**	**0**	**-**	
3322: Yosemite Wes	408: Plant Operations	WAT: Water I	60131: Maintenance - Equipment	60,000	(40,000)	20,000	
3322: Yosemite Wes	408: Plant Operations	WAT: Water I	60201: Miscellaneous Expense	33,818	(33,818)	0	
3322: Yosemite Wes	408: Plant Operations	WAT: Water I	60301: General Professional Serv	15,000	(7,500)	7,500	
3322: Yosemite Wes	408: Plant Operations	SEW: Sewer	60131: Maintenance - Equipment	50,000	(30,000)	20,000	
3322: Yosemite Wes	408: Plant Operations	SEW: Sewer	60301: General Professional Serv	15,000	(7,500)	7,500	
3322: Yosemite Wes	408: Plant Operations	RMA: Road M	60301: General Professional Serv	6,000	(3,783)	2,217	
3322: Yosemite Wes	408: Plant Operations	No Program	49999: Beginning Fund Balance	431,114	(122,601)	308,513	
3322: Yosemite West Maint District			**Net Budget Adjustments**	**-**	**0**	**-**	
4753: Yosemite Wes	108: Treasurer/Tax Collector	No Program	49999: Beginning Fund Balance	181,679	283,682	465,361	
4753: Yosemite Wes	108: Treasurer/Tax Collector	No Program	60201: Miscellaneous Expense	65,432	283,682	349,114	
4753: Yosemite West Bond 2004			**Net Budget Adjustments**	**-**	**0**	**-**	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
4756: Don Pedro Bo	108: Treasurer/Tax Collector	No Program	49999: Beginning Fund Balance	40,000	15,487	55,487	
4756: Don Pedro Bo	108: Treasurer/Tax Collector	No Program	60201: Miscellaneous Expense	5,421	15,487	20,908	
4756: Don Pedro Bond 2006			**Net Budget Adjustments**	**-**	**0**	**-**	
4771: Energy Projec	102: Administration	No Program	49101: Transfer In - General	187,035	(185,000)	2,035	1001-100 to 4771-102 debt payments start in FY24, FY23 transfer not needed
4771: Energy Projec	102: Administration	No Program	49999: Beginning Fund Balance	-	187,837	187,837	
4771: Energy Projec	102: Administration	No Program	60452: Retiring Long Term Debt	159,667	2,837	162,504	
4771: Energy Project Debt			**Net Budget Adjustments**	**-**	**0**	**-**	
5501: Capital Improv	350: Engineering	No Program	49999: Beginning Fund Balance	88,344	56,390	144,734	5501-350 to 3477-286 to correct prior year transfer and close fund
5501: Capital Improv	350: Engineering	No Program	70112: Improvements	203,344	20,383	223,727	
5501: Capital Improv	350: Engineering	No Program	80111: Transfer Out - General	-	36,007	36,007	
5501: Capital Improvement Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
5502: Courthouse C	350: Engineering	No Program	49999: Beginning Fund Balance	376,424	3,255	379,679	
5502: Courthouse C	350: Engineering	No Program	70111: Community and Office Bui	388,924	3,255	392,179	
5502: Courthouse Construction			**Net Budget Adjustments**	**-**	**0**	**-**	
5503: MCCJF Const	350: Engineering	No Program	49999: Beginning Fund Balance	116,592	1,460	118,052	
5503: MCCJF Const	350: Engineering	No Program	70111: Community and Office Bui	120,592	1,460	122,052	
5503: MCCJF Construction			**Net Budget Adjustments**	**-**	**0**	**-**	
5505: Capital Projec	100: General Purpose All Department	No Program	49999: Beginning Fund Balance	1,578,157	(78,157)	1,500,000	
5505: Capital Projec	100: General Purpose All Department	No Program	70111: Community and Office Bui	1,578,157	(78,157)	1,500,000	
5505: Capital Project Reserve Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
5507: PTMISEA Fur	307: Local Transportation	No Program	49999: Beginning Fund Balance	1,966	12	1,978	
5507: PTMISEA Fur	307: Local Transportation	No Program	60421: Equipment	1,966	12	1,978	
5507: PTMISEA Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
5511: STIP Fund	350: Engineering	No Program	49999: Beginning Fund Balance	(167)	(527,983)	(528,150)	
5511: STIP Fund	350: Engineering	No Program	70311: Roads and Bridges	2,177,352	(527,983)	1,649,369	
5511: STIP Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
5512: Caltrans Hwy	350: Engineering	No Program	49101: Transfer In - General	148,478	(6,571)	141,907	5522-350 to 5512-350
5512: Caltrans Hwy	350: Engineering	No Program	49999: Beginning Fund Balance	-	(433,529)	(433,529)	
5512: Caltrans Hwy	350: Engineering	No Program	70311: Roads and Bridges	9,809,733	(440,100)	9,369,633	
5512: Caltrans Hwy Bridge Program			**Net Budget Adjustments**	**-**	**0**	**-**	
5513: Coulterville Dr	350: Engineering	No Program	49999: Beginning Fund Balance	55,360	(55,360)	0	
5513: Coulterville Dr	350: Engineering	No Program	70331: Other Infrastructure	55,360	(55,360)	0	
5513: Coulterville Drainage			**Net Budget Adjustments**	**-**	**0**	**-**	
5522: Bridge Preven	350: Engineering	No Program	49999: Beginning Fund Balance	148,478	(6,571)	141,907	
5522: Bridge Preven	350: Engineering	No Program	80111: Transfer Out - General	148,478	(6,571)	141,907	5522-350 to 5512-350
5522: Bridge Prevent Maint Prgrm			**Net Budget Adjustments**	**-**	**0**	**-**	
5524: Disaster Capit	350: Engineering	No Program	49101: Transfer In - General	-	732,894	732,894	1001-100 to 5524-350 to close fund 2019 storms county match
5524: Disaster Capit	350: Engineering	No Program	49999: Beginning Fund Balance	-	(732,894)	(732,894)	
5524: Disaster Capital Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
5527: Mpsa Creek P	249: Planning	No Program	45547: One-Time State Grants - S	396,625	(164,499)	232,126	
5527: Mpsa Creek P	249: Planning	No Program	49999: Beginning Fund Balance	(15,593)	(4,446)	(20,039)	
5527: Mpsa Creek P	249: Planning	No Program	60301: General Professional Serv	381,032	(168,945)	212,087	
5527: Mpsa Creek Prkwy Restore			**Net Budget Adjustments**	**-**	**0**	**-**	
5536: Downtown Re	350: Engineering	No Program	49999: Beginning Fund Balance	(452,106)	(57,640)	(509,746)	

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
5536: Downtown Re	350: Engineering	No Program	70331: Other Infrastructure	5,844,241	(57,640)	5,786,601	
5536: Downtown Revitalization			**Net Budget Adjustments**	-	0	-	
5538: Energy Projec	350: Engineering	No Program	48231: Debt Proceeds	1,453,571	(1,401,061)	52,510	
5538: Energy Projec	350: Engineering	No Program	49999: Beginning Fund Balance	(923,232)	870,722	(52,510)	
5538: Energy Projec	350: Engineering	No Program	70321: Utility Infrastructure	530,339	(530,339)	0	
5538: Energy Project CIP			**Net Budget Adjustments**	-	0	-	
5539: Mariposa Cre	249: Planning	No Program	46165: Our Town Grant - Federal	640,028	(81,235)	558,793	
5539: Mariposa Cre	249: Planning	No Program	49999: Beginning Fund Balance	(15,723)	16,388	665	
5539: Mariposa Cre	249: Planning	No Program	70112: Improvements	624,305	(64,847)	559,458	
5539: Mariposa Creek Parkway Phase III Trailhead			**Net Budget Adjustments**	-	0	-	
5540: Downtown Ga	249: Planning	No Program	49999: Beginning Fund Balance	(24,131)	(11,339)	(35,470)	
5540: Downtown Ga	249: Planning	No Program	70331: Other Infrastructure	651,773	(11,339)	640,434	
5540: Downtown Gateway Elements			**Net Budget Adjustments**	-	0	-	
5541: Land Manage	249: Planning	No Program	49999: Beginning Fund Balance	184,859	(60,882)	123,977	
5541: Land Manage	249: Planning	No Program	70511: Software Fixed Assets	393,547	(60,882)	332,665	
5541: Land Management Development Services Permitting Software			**Net Budget Adjustments**	-	0	-	
5574: Water Storag	350: Engineering	No Program	49999: Beginning Fund Balance	-	1,213	1,213	
5574: Water Storag	350: Engineering	No Program	80111: Transfer Out - General	-	1,213	1,213	5574-350 to 1001-100 to close fund
5574: Water Storage Tanks			**Net Budget Adjustments**	-	0	-	
5576: Water Storag	350: Engineering	No Program	49999: Beginning Fund Balance	(55,000)	144,704	89,704	
5576: Water Storag	350: Engineering	No Program	70321: Utility Infrastructure	3,008,050	144,704	3,152,754	
5576: Water Storage Tank - FEMA			**Net Budget Adjustments**	-	0	-	
5577: Sheriff Headq	350: Engineering	No Program	49999: Beginning Fund Balance	1,500,000	(99,097)	1,400,903	
5577: Sheriff Headq	350: Engineering	No Program	70111: Community and Office Bui	1,500,000	(1,308,612)	191,388	$152,000 KPA - $20,000 SO Vanir contract - $19,388 expended FY24 - $99,097 FB reduction
5577: Sheriff Headq	350: Engineering	No Program	80111: Transfer Out - General	-	1,209,515	1,209,515	5577-350 to 1001-100 needed to balance general fund
5577: Sheriff Headquarters			**Net Budget Adjustments**	-	0	-	
5578: Coulterville Pr	350: Engineering	No Program	49999: Beginning Fund Balance	-	(4,298)	(4,298)	
5578: Coulterville Pr	350: Engineering	No Program	70321: Utility Infrastructure	2,279,990	(4,298)	2,275,692	
5578: Coulterville Proposition 1 Water System			**Net Budget Adjustments**	-	0	-	
6600: Building Fund	236: Building	No Program	49999: Beginning Fund Balance	765,000	(185,505)	579,495	
6600: Building Fund	236: Building	No Program	51111: Regular salaries and wage	670,751	(100,000)	570,751	
6600: Building Fund	236: Building	No Program	60302: Design, Architectural, Eng	-	100,000	100,000	
6600: Building Fund	236: Building	No Program	60431: Software	65,000	(10,360)	54,640	
6600: Building Fund	236: Building	No Program	80221: Cost Allocation Overhead	78,183	10,360	88,543	
6600: Building Fund	236: Building	No Program	92001: Contingency Designation	259,564	(185,505)	74,059	
6600: Building Fund			**Net Budget Adjustments**	-	0	-	
6601: Solid Waste F	404: Solid Waste	No Program	49101: Transfer In - General	810,962	(319,072)	491,890	1001-304 TO 6601-404
6601: Solid Waste F	404: Solid Waste	No Program	49999: Beginning Fund Balance	(80,000)	288,791	208,791	
6601: Solid Waste F	404: Solid Waste	No Program	80111: Transfer Out - General	260,000	(60,000)	200,000	6601-404 to 6701-404
6601: Solid Waste F	404: Solid Waste	No Program	80221: Cost Allocation Overhead	78,859	29,719	108,578	
6601: Solid Waste Fund			**Net Budget Adjustments**	-	0	-	
6602: Solid Waste C	404: Solid Waste	No Program	49999: Beginning Fund Balance	2,009,983	9,825	2,019,808	
6602: Solid Waste C	404: Solid Waste	No Program	60201: Miscellaneous Expense	2,233,983	9,825	2,243,808	
6602: Solid Waste Closure			**Net Budget Adjustments**	-	0	-	
6606: Transit Fund	505: Transit	No Program	44201: Interest From Investments	-	1,000	1,000	Increase revenue to align with expected
6606: Transit Fund	505: Transit	No Program	45501: Section 5311 Operating -	-	115,000	115,000	Increase revenue to align with expected

MARIPOSA COUNTY FY23-24 BALANCING ADJUSTMENTS
15-Feb-24

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Current Budget	Budget Adjustments	Proposed Budget	NOTES
6606: Transit Fund	505: Transit	No Program	45502: Title IIIB Transportation - S	332,000	(200,000)	132,000	Reduce revenue-move to correct revenue account
6606: Transit Fund	505: Transit	No Program	48189: Miscellaneous Revenue A	-	222,000	222,000	Increase revenue to align with expected
6606: Transit Fund	505: Transit	No Program	49101: Transfer In - General	487,502	34,015	521,517	3032-307 to 6606-505
6606: Transit Fund	505: Transit	No Program	49999: Beginning Fund Balance	396,754	(121,509)	275,245	
6606: Transit Fund	505: Transit	No Program	60441: Fuel	67,015	34,015	101,030	
6606: Transit Fund	505: Transit	No Program	60621: County Vehicle Expense	55,000	16,491	71,491	
6606: Transit Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
6610: Airport	303: Airport Operations	No Program	49999: Beginning Fund Balance	90,865	(21,751)	69,114	
6610: Airport	303: Airport Operations	No Program	60201: Miscellaneous Expense	53,645	(21,751)	31,894	
6610: Airport			**Net Budget Adjustments**	**-**	**0**	**-**	
6612: Airport Rehabi	303: Airport Operations	No Program	49999: Beginning Fund Balance	21,418	187	21,605	
6612: Airport Rehabi	303: Airport Operations	No Program	60301: General Professional Serv	30,585	187	30,772	
6612: Airport Rehabilitation			**Net Budget Adjustments**	**-**	**0**	**-**	
6616: Plant Operatic	408: Plant Operations	No Program	49999: Beginning Fund Balance	(212,408)	32,360	(180,048)	
6616: Plant Operatic	408: Plant Operations	No Program	60201: Miscellaneous Expense	-	30,433	30,433	
6616: Plant Operatic	408: Plant Operations	No Program	80221: Cost Allocation Overhead	13,986	1,927	15,913	
6616: Plant Operations Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
6701: Solid Waste E	404: Solid Waste	No Program	49101: Transfer In - General	60,000	(60,000)	0	6601-404 to 6701-404
6701: Solid Waste E	404: Solid Waste	No Program	49999: Beginning Fund Balance	-	216,838	216,838	
6701: Solid Waste E	404: Solid Waste	No Program	70211: General Equipment	84,425	156,838	241,263	
6701: Solid Waste Equipment Replacement			**Net Budget Adjustments**	**-**	**0**	**-**	
7700: Fleet Maintena	170: Fleet	No Program	49999: Beginning Fund Balance	-	116,514	116,514	
7700: Fleet Maintena	170: Fleet	No Program	60131: Maintenance - Equipment	335,000	7,606	342,606	
7700: Fleet Maintena	170: Fleet	No Program	80221: Cost Allocation Overhead	95,119	108,908	204,027	
7700: Fleet Maintenance			**Net Budget Adjustments**	**-**	**0**	**-**	
7702: Fire Departme	170: Fleet	No Program	49101: Transfer In - General	-	546,850	546,850	3310-107 to 7702-170 to cover cost of SCBA's
7702: Fire Departme	170: Fleet	No Program	49999: Beginning Fund Balance	3,319,024	223,352	3,542,376	
7702: Fire Departme	170: Fleet	No Program	70412: Fire Vehicles	3,432,532	223,352	3,655,884	
7702: Fire Departme	170: Fleet	No Program	80111: Transfer Out - General	-	546,850	546,850	7702-170 to 1001-228 to cover cost of SCBA's
7702: Fire Department Vehicle Replacement Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
7703: Vehicle Repla	170: Fleet	No Program	49999: Beginning Fund Balance	768,925	(72,901)	696,024	
7703: Vehicle Repla	170: Fleet	No Program	70411: Staff Vehicles	1,284,229	(72,901)	1,211,328	
7703: Vehicle Replacement Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
7704: Heavy Equipm	170: Fleet	No Program	49999: Beginning Fund Balance	742,238	922,268	1,664,506	
7704: Heavy Equipm	170: Fleet	No Program	70421: Heavy Equipment Vehicle	1,092,238	922,268	2,014,506	
7704: Heavy Equipment Replacement Fund			**Net Budget Adjustments**	**-**	**0**	**-**	
7707: General Liabil	100: General Purpose All Department	No Program	49999: Beginning Fund Balance	-	120,000	120,000	
7707: General Liabil	100: General Purpose All Department	No Program	60103: Safety Equipment	-	120,000	120,000	
7707: General Liability Fund			**Net Budget Adjustments**	**-**	**0**	**-**	

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Vincent Kehoe, Assessor/Recorder

RE: Consider Motion of Mariposa County Assessor directed to Board of Supervisors, Sitting as the Mariposa County Board of Equalization, Regarding Assessment Appeals of Yosemite Hospitality, LLC to Establish Hearing Date and Procedures; Approve Order Thereon, and Authorize the Chair to Sign the Order

---

RECOMMENDATION AND JUSTIFICATION

Consider Motion of Mariposa County Assessor directed to Board of Supervisors, Sitting as the Mariposa County Board of Equalization, Regarding Assessment Appeals of Yosemite Hospitality, LLC to Establish Hearing Date and Procedures; Approve Order Thereon, and Authorize the Chair to Sign the Order.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The justification for this action is outlined in the attached Motion of Mariposa County Assessor to Establish Hearing Date and Procedures." (This last sentence need only be in the recommendation and justification section, not in the Title

Mariposa County Ordinance No. 1170 was passed and adopted on January 18th,2022, effectively establishing the Mariposa County Board of Supervisors as the County Board of Equalization.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear the motion and the Assessment Appeals Hearing will continue as planned on March 25th, 2024.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. scan_20240202215848

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District IV Supervisor Wayne Forsythe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Vincent P. Kehoe
Mariposa County Assessor
Hall of Records
PO Box 35
4982 10th Street
Mariposa, CA 905338

MARIPOSA COUNTY BOARD OF SUPERVISORS AS MARIPOSA COUNTY BOARD OF EQUALIZATION (MCBOE)

IN THE MATTER OF ASSESSMENT APPEALS OF YOSEMITE HOSPITALITY, LLC

ASSESSMENT APPEALS NOS. AA 19-02, AA 20-09, AA 21-01, AA 22-10. AA 22-11. AA 23-4

MOTION OF MARIPOSA COUNTY ASSESSOR TO ESTABLISH HEARING DATE AND PROCEDURES; ORDER

I. INTRODUCTION

Yosemite Hospitality, LLC (the "Applicant") holds a possessory interest in certain real and personal property located in Yosemite National Park ("YNP"). In or about 2015-2016, the Applicant entered into a Concession Contract-Concession Contract No. CC-YOSE004-15 – with the United States Department of the Interior, National Park Service ("NPS"), (the "Concession Contract"), covering the period March 1, 2016 through February 28, 2031 (the "Term"). The Concession Contract creates a taxable possessory interest in certain real and personal property which is the subject of this Appeal (the "Possessory Interest"). The Base Year for property taxation valuation of the Possessory Interest is 2016. Although the Applicant has not appealed the Base Year Valuation nor the subsequent two years, it has filed appeals for Tax Years 2019, 2020, 2021, two in 2022 and 2023 (the "Disputed Tax Years"), which appeals are the subject of this proceedings (Assessment Appeal Applications Numbers AA19-02, AA20-09, AA21-01, AA22-10, 22-11 and 23-4) (collectively, the "Appeal").

/ / /

The stakes are high. The Assessor established the Base Year Valuation as $124,651,386 which has not been timely appealed, nor have the Assessed Values for Tax Years 2017 and 2018.

As to the Disputed Tax Years, the Applicant has sought a massive reduction in the valuation of the Possessory Interest which, if granted in its entirety, would result in a potential refund of $4,310,322. In addition, the going forward ramifications of an adoption of the Applicant's opinion of value would be a 60% reduction in future property tax revenues, with the losses allocated to all of the taxing agencies including the schools, libraries, special districts, and the County. The requested reductions in value are as follows:

TAX YEAR	ASSESSOR'S VALUATION	APPLICANT'S VALUATION
2019	$121,760,369	$36,528,111
2020	$119,770,234	$60,250,000
2021	$108,079,540	$32,423,862
2022	$132,478,440	$70,000,000
2022	$121,760,369	$37,745,714
2023	$127,430,909	$63,300,000

The Applicant's legal theories have morphed since the initial Appeal was filed in 2019. It is the Assessor's understanding, that the Applicant initially intended to pursue valuation reductions based upon the alleged taxation of intangibles associated with the Possessory Interest. At some point in time, the Applicant communicated to the Assessor that it was now pursuing a completely different legal theory, that being the exclusion of approximately 33% of the contract rent from the valuation income stream based upon the theory that approximately 80% concession fee payments made to NPS pursuant to the Concession Contract were reinvested into YNP "to improve visitor facilities and pay for Park operations." Despite the change in tactics, the Applicant has not amended its Appeal documents nor revised its Opinion of Value.

II. THE DISCOVERY PROCESS

The Assessor tendered Section 441 (d) requests to the Applicant dated March 8, 2022, June 13, 2022 and October 28, 2022 (collectively, the "Discovery Requests"). To date, the Applicant has not responded to those Discovery Requests. On February 2, 2024, the Assessor tendered another Section 441(d) request directed to the Applicant's new legal theory with a response due

date of March 2, 2024. Given the fact that the Applicant appears to be jettisoning the decades of valuation history relating to the Possessory Interest and proposing a new and creative valuation methodology which has not been vetted by the Assessor, it is imperative that the Applicant provide the requested information sufficiently prior to the MCBOE Hearing so that the Assessor can evaluate this complex appraisal matter and prepare its affirmative and rebuttal case to present to this BOE. Thus, the Assessor respectfully requests that the MCBOE establish a definitive timeframe for the delivery of all requested information and enter this Order setting a reasonable BOE Hearing Date, requiring the Applicant to deliver all requested information by a date certain, and limiting or prohibiting the use of information and materials which were not provided to the Assessor as requested.

III. REQUESTED RELIEF

The Assessor respectfully requests that the MCBOE (1) establish a Hearing Date of September 16, 2024, (2) direct the Assessor and the Applicant to meet and confer to establish a mutually acceptable Hearing protocol including, without limitation, total Hearing days/hours, the allocation of Hearing days/hours between the Assessor and the Applicant, the organization and introduction of documentary evidence and exhibits, the order of presentation, and a pre-Hearing and post-Hearing briefing schedule; (3) require the Applicant to fully respond in writing to any and all Section 441(d) information requests no later than 60 days prior to the commencement of the Hearing, and (4) prohibit the Applicant from introducing or other utilizing any documents, materials, or information requested by the various Section 441(d) requests, including utilizing such information in expert witness testimony, unless said documents, materials, or information are timely provided to the Assessor as required by this Order.

Dated: February 2, 2024

Respectfully Submitted,

Vincent P. Kehoe
Mariposa County Assessor

ORDER

1. The Hearing of the Mariposa County Board of Supervisors, sitting as the Mariposa County Board of Equalization (the "MCBOE") in relation to Assessment Appeals Numbers AA19-02, AA20-09, AA21-01, 22-01, 22-11 and 23-4 is scheduled for September 16, 2024, and shall continue from day to day until completed or as other directed by the MCBOE.

2. The Assessor and the Applicant shall meet and confer to establish a mutually acceptable MCBOE Hearing protocol including, without limitation, total MCBOE Hearing days/hours, the allocation of MCBOE Hearing days/hours between the Assessor and the Applicant, the organization and introduction of documentary evidence and exhibits, the order of presentation, and a pre-MCBOE Hearing and post-MCBOE Hearing briefing schedule and report the outcome of those meeting(s) to the MCBOE no less than fifteen (15) days prior to the commencement of the MCBOE Hearing.

3. The Applicant shall fully respond, in writing, to any and all Section 441(d) requests no less than sixty (60) days prior to the commencement of the MCBOE Hearing.

4. The Applicant shall not and cannot introduce any documents, materials, or information requested by the Assessor pursuant to Section 441(d) into evidence, or utilize said documents, materials, or information as a basis for any expert witness testimony and/or valuation, unless said documents, materials, or information were provided in writing to the Assessor no less than sixty (60) days prior to the commencement of the MCBOE Hearing.

IT IS SO ORDERED.

Dated: _____

Mariposa County Board of Supervisors
Acting as the
Mariposa County Board of Equalization

By:_____
Chairperson

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)
Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:

Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Building Director (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-77

MEETING: February 20, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve and Adopt the Mariposa Creek Parkway Phase IV Special Plan

---

RECOMMENDATION AND JUSTIFICATION

Following Board direction, County staff has continued to pursue funding and subsequent planning and implementation projects supporting the build out of the Mariposa Creek Parkway.

The full realization of the Mariposa Creek Parkway will serve as a hub for "health and wellness," "community and creativity," and "education and environment" in the Town of Mariposa and all County residents. Offering a safe connection for recreation and active transportation, as well as renewed habitat for native wildlife and a flourishing, healthy creek bed surrounded by native plants, the Creek Parkway will welcome residents and visitors to play, learn, and observe along this renewed and enhanced environment.
Key areas along the Creek Parkway will be developed in response to Mariposa residents' desires for more housing, businesses, gathering spaces, and emergency-ready infrastructure. Such development will pay special attention to the adjacent creek and ecological integrity of the area, and is addressed in this document–the Mariposa Creek Parkway Phase IV Special Plan.

As part of the implementation of the Mariposa Creek Parkway Master Plan (2019), Mariposa County strategically purchased parcels along the Phase IV area (about 185 acres), which will serve as the northern terminus for the Parkway. The developable areas on the now County owned land will catalyze authentic, locally resonant development that makes Mariposa more livable and attractive. Non-developable areas of this land will serve important ecological and resilience purposes, meeting goals for restoration of native species as well as mitigation for fire and flooding hazards.

The Phase IV area offers two key development and activation opportunities at its northern and southern ends. Across Highway 49 from the County Health & Human Services Center and visible from the highway itself, the northern segment will offer two key points of entry for Parkway users. This will be a civic hub with opportunities for small, local businesses, space for community events and gathering, and a trail head for Parkway users. The southern segment will build on the success of Creekside Terrace, offering a range of housing options for Mariposa residents and helping to fill a critical gap in Mariposa and the County. The Hatchery, also located on the southern segment, will serve double duty as an incubator space for local organizations dedicated to sustainable land management and community resilience and a resilience hub during natural hazard or emergency events.

The development of this Special Plan included extensive engagement with the community to understand the desire for programming along Phase IV. Much of the feedback reinforced previous County planning efforts for place-making, resilience, and Parkway planning. The Plan documents this process and presents the final concept for Phase IV development, key infrastructure and ecological issues, and land use development standards. After two decades of planning for the Parkway, the Phase IV planning effort comes at a crucial time as this area can continue building on the momentum of the design and construction of the adjacent
Phase III portion of the Parkway.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES 2021-4 January 2021 Local Transportation Commission(LTC) Approves and Authorizes the submission of a CalTrans FY 2021-22 Sustainable Communities Transportation Planning Grant to develop the Mariposa Creek Parkway Phase IV Special Plan.

RES 2020-3 Local Transportation Commission(LTC) Approves adn Adopts the Maripsoa Creek Parkway Masterplan

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatively the board could approve with minor amendments. Negative action would require grant funds to be repaid.

FINANCIAL IMPACT

No impact to general fund. The project was paid for with a competitive CalTrans Sustainable Communities Grant award of $460,000 and data from the project has already been used to secure two sources of additional competitive grant funding for the community in the amount of 8.6 million.

ATTACHMENTS

1. **2024_0205_MCP4 Special Plan_FINAL_PAGES**
2. **Appendix A 20221122_Mariposa Existing Conditions and Context Report_Final**
3. **Appendix B1 2022_0322 Opportunities and Constraints Map**
4. **Appendix B2 2022_1229_Opportunities and Constraints Chart**
5. **Appendix C 2023_02_24 MCP4 Conceptual Design Themes Alternatives Analysis**
6. **Appendix D 2022_0627_MCP4_Community Feedback Survey_Initial Findings**
7. **Appendix E_Mariposa_Creek_Parkway_ProForma_11-15-23**
8. **Appendix F1 2023 1010 Exhibits 7.1-7.4**
9. **Appendix F2 2023 1109 EOPC**
10. **Appendix G. Applicable Existing Code**
11. **2-15-24 MPA Creek Parkway Phase IV Special Plan-Final**
12. **2024_0220_MCP4_Special Plan_BOS Hearing**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa Creek Parkway Phase IV

SPECIAL PLAN

2/5/2024 FINAL DRAFT

Acknowledgments

COUNTY BOARD OF SUPERVISORS

Rosemarie Smallcombe
District 1

Shannon Poe
District 2

Danette Toso
District 3

Wayne Forsythe
Vice Chair - District 4

Miles Menetrey
Chair - District 5

*Wayne and Miles served as board liasons to the project and participated in the Steering Committe

STEERING COMMITTEE

Melinda Barrett
Resource Conservation District

Frank Binney
Community Member

Jim Evans
Idle Wheels Resident

Bridget Fithian
Sierra Foothill Conservancy

Tara Fouch-Moore
Southern Sierra Miwuk Nation

Ralph Mendershausen
Community Member

Roger Powell
Habitat for Humanity

Susan Wages
MPUD

Mike Wichmann
Community Member

COUNTY PROJECT STAFF

Mikey Goralnik
Planning Department

Ben Goger
Planning Department

Hannah Harrison
Planning Department

Will Fassett
Grants Analyst

Steve Engfer
Planning Director

Dallin Kimble
County Administrative Officer

SERA

Biohabitats

LIVE OAK ASSOCIATES, INC.

PROVOST&PRITCHARD CONSULTING GROUP

EPS

Contents

01
Introduction 6 - 11

02
Existing Conditions 14 - 33

03
Vision, Goals, and Evaluation Criteria 36 - 47

04
Preliminary Concepts + Engagement Process 50 - 71

05
Preferred Site Plan 74 - 97

06
Natural / Open Space / Resilience Strategies 100 - 121

07
Infrastructure Development 124 - 143

08
Implementation 146 - 159

Site tour for the Mariposa Phase IV Special Plan

Introduction

Overview	6 - 7
Historical & Cultural Context	8 - 11

01

OVERVIEW

The full realization of the Mariposa Creek Parkway will serve as a hub for "health and wellness," "community and creativity," and "education and environment" in the Town of Mariposa. Offering a safe connection for recreation and active transportation, as well as renewed habitat for native wildlife and a flourishing, healthy creek bed surrounded by native plants, the Creek Parkway will welcome residents and visitors to play, learn, and observe along this renewed and enhanced environment. Key areas along the Creek Parkway will be developed in response to Mariposa residents' desires for more housing, businesses, gathering spaces, and emergency-ready infrastructure. Such development will pay special attention to the adjacent creek and ecological integrity of the area, and is addressed in this document–the Mariposa Creek Parkway Phase IV Special Plan.

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The Phase IV area offers two key development and activation opportunities at its northern and southern ends. Across Highway 49 from the County Health & Human Services Center and visible from the highway itself, the northern segment will offer two key points of entry for Parkway users. This will be a civic hub with opportunities for small, local businesses, space for community events and gathering, and a trailhead for Parkway users. The southern segment will build on the success of Creekside Terrace, offering a range of housing options for Mariposa residents and helping to fill a critical gap in Mariposa and the County. The Hatchery, also located at the southern segment, will serve double duty as an incubator space for local organizations dedicated to sustainable land management and community resilience and a resilience hub during natural hazard or emergency events.

The development of this Special Plan included several touchpoints with the community to understand desires for programming along Phase IV. Much of the feedback reinforced previous County planning efforts for placemaking, resilience, and Parkway planning. The Plan documents this process and presents the final concept for Phase IV development, key infrastructure and ecological issues, and land use development standards. After two decades of planning for the Parkway, the Phase IV planning effort comes at a crucial time as this area can continue building on the momentum of the design and construction of the adjacent Phase III portion of the Parkway.

View of Mariposa Creek

This aerial perspective highlights the Phase IV alignment and its key developable areas, as well as adjacencies to key sites in Mariposa.

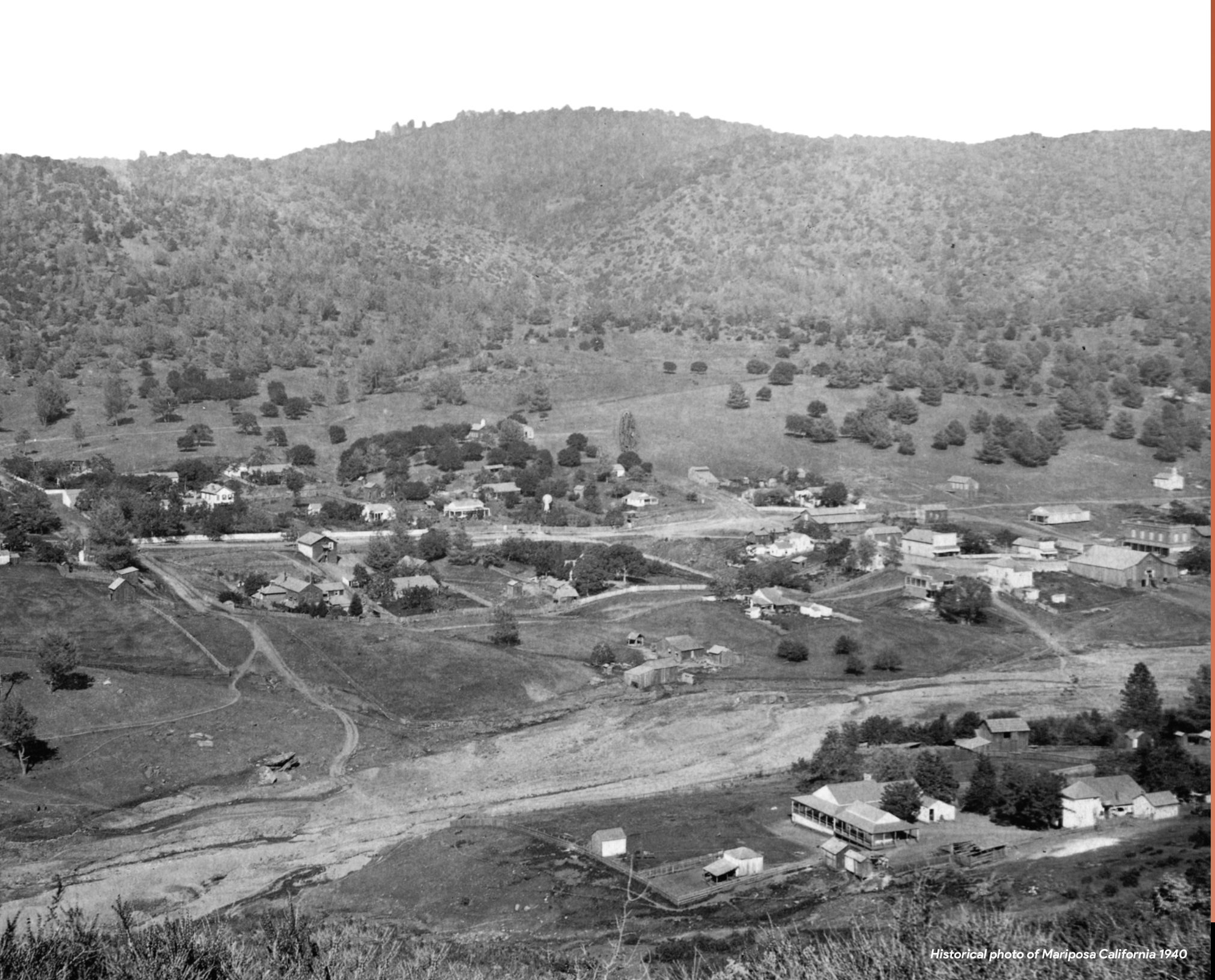
HISTORICAL & CULTURAL CONTEXT

The story of this land is the story of a creek in a fire adapted California landscape and the people that live with it. The geology of this landscape is made of igneous volcanic Mesozoic rocks through the creek bed which is flanked by two hills of Ultramafic Igneous and Metamorphic rocks[1] that mark the southern terminus of the quartz vein known as the Mother lode.

But before any geologist placed a name to a rock, this land was inhabited by an abundance of plants, animals, and people. Mariposa County was a dynamic ecosystem with legendary abundance. Stories of geese blacking out the sky and rivers so full of salmon that you could walk across their backs are common in early Spanish Mission literature. Mariposa Creek itself ("Las Mariposas") is named for the abundance of thousands of butterflies observed in 1806 by Spanish Priest Gabriel Moraga[2] as he traveled through the region.

But there is another name for the creek; Wah-KAL-loo-HOO[3], the name known to the Southern Sierra Miwuk peoples that lived and still live on this land. These first people lived in interdependent family bands that moved up and down the elevation range with the cycles of the season. Those cycles were tragically interrupted with the arrival of Spanish Missionaries and the spread of foreign diseases like smallpox and malaria. The "Black Sickness" outbreaks in 1833[4] caused the death of significant populations of native peoples. The tragedy was furthered by the influx of gold seekers during the California Gold Rush of 1849.

In 1849 alone, 80,000 miners from around the world arrived at the Port of Yerba Buena (San Francisco) and made their way up the vast river systems in search of gold. The preferred method for gold extraction was placer mining, usually by one individual or a small group. Claims were staked, natives removed, waterways fouled, and gold was found. It was an extreme and extravagant time where in the city of San Francisco an apple cost five dollars, a dozen eggs fifty[5]. In this clearly unsustainable economy, people came and people went. There were some that struck it rich, but most of the 49'rs left with little to their name. In 1858, the passenger departure logs from the



Historical photo of Mariposa California 1940

port of San Fransisco note 38,151[5] individuals leaving the gold fields of California behind them, having added an exciting chapter in their book of life.

Some gold seekers stayed and set up along Mariposa Creek in the Phase IV area, one of which was Morgan Quick who traveled from New York around the Cape Horn to stake a claim below Oak Springs pass above the northern portion of the Phase IV site. Quick's claim was so productive that he averaged $10,000 a year in gold from the creek from 1849-1859. The easy placer strike dried up for Quick and he married and bought a large ranch in the southern part of the County. New gold seekers excavated the creek, working with crews of Chinese workers that could dig further into the creek bed extracting more placer gold deposits. During that time, local indigenous families adapted to these radical changes. In the wake of the Yosemite Mariposa Indian War (1850-1851), a Spanish-speaking native leader named Bautista, who married a Potoyante (Potoyeencee) woman, gathered nine local indigenous leaders to the Mariposa Creek village site of Nochuchi to sign Treaty M, one of the 18 unratified treaties between the United States and the tribes of California[6]. After the treaty was signed, Bautista, his family, and many other native families lived between Bear Valley and the town of Mariposa. Many of those families still live there today.

Chinese miners along Mariposa Creek

Mining on the creek continued but intensified with mechanization. The Greenamyer family controlled the land that comprised the Phase IV special plan area and actively extracted aggregate from the creek channel to provide material for a concrete operation that supported the development of the Idle Wheels trailer park and other development in the County. The classified aggregates from this operation can be found on the Northern portion of the Phase IV site, as can the remnants of Darrly Greenamyer's (Hall of Fame Aviator) experimental aircraft.

There are strong indigenous ties to the Phase IV land and native inhabitation that continues to this day. Joe Howard, who has a street named after him in the Phase IV area, was the grandson of Bautista and a hereditary leader[7]. Antone Road is named after Antone Jose, a man who raised donkeys and claimed to be one of the last Awahnichi. Andy Johnson, who lived in the "Indian village" north of town, was one of three, in the first graduating class of Mariposa High School (1918)[8]. Many other local native families (Howards, Johnsons, Hogans, Rhoanes)[9] have stories they share about living along Mariposa Creek and new stories are being made by their children that live on that same land today. The creek endures, the land endures, native plants, animals, and people still grow along its generous banks.

1. USGS Geologic Map
2. Huntington Library (1946) The Gabrial Moraga Expedition of 1806: Diary of Fray Pedro Munoz
3. Local research oral history
4. Hull (2009) Pestilence and Persistence: Yosemite Indian Demography and Culture in Colonial California
5. Arax (2019) The Dreamt Land
6. Gaskell et al (2001) Real Time Mapping: Populating Boundaries of Yosemite California Treaties
7. Bibby (2005) Deeper than Gold: A Guide to Indian life in the Sierra Foothills
8. Radanovich (2015) Legendary Locals of Yosemite National Park and Mariposa County
9. Oral tribal History, current reality

The Howard family poses for a photo in Mariposa

Existing Conditions

Existing Conditions	14 - 25
Opportunities & Constraints	26 - 33

02

EXISTING CONDITIONS

OVERVIEW

Through site visits, background research, conversations with County staff and key stakeholders, and data analysis, the project team developed an understanding of the existing conditions of the Mariposa Creek Parkway Phase IV study area. In addition to on-site observations, adjacent local and regional context, and previous planning efforts offered insight into the importance of the Phase IV study area in Mariposa and the County. The Existing Conditions and Context Report (Appendix A) includes the following reports:

- *Biological Constraints and Opportunities Analysis* (Live Oak Associates)
- *Infrastructure Context Report* (Provost & Pritchard)
- *Market Conditions Report* (Economic & Planning Systems, EPS)
- *Planning and Regulatory Context Report* (SERA)

This Chapter provides a summary of that work.

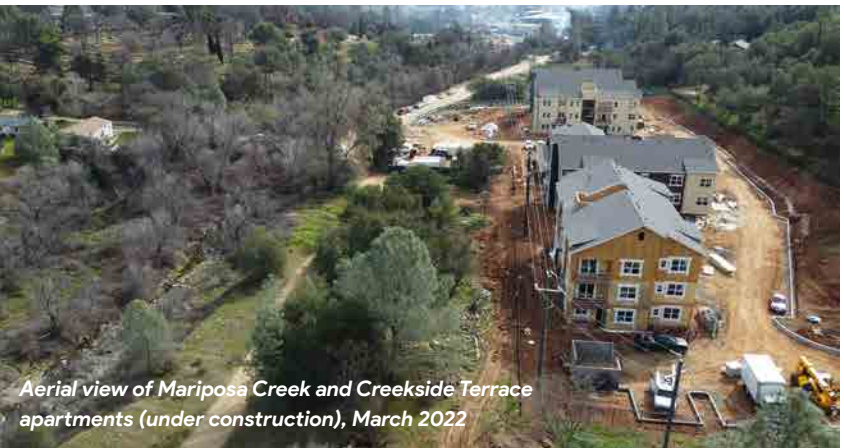
View of habitat along Mariposa Creek within the Phase IV segment

Parkway site tour with the project Steering Committee, March 2022

View of Mariposa Creek across from Idle Wheels, March 2022

View of existing trail along Mariposa Creek, March 2022

View of warehouse building with potential for re-use, February 2023



Aerial view of Mariposa Creek and Creekside Terrace apartments (under construction), March 2022

Staging area along the Phase IV segment of Mariposa Creek, March 2022

PLANNING & REGULATORY CONTEXT

SERA reviewed the planning and regulatory context relevant to the development of the Mariposa Creek Parkway Phase IV Special Plan. The plan review included the following planning documents: Mariposa Creek Parkway Master Plan; Mariposa County General Plan; Mariposa County Housing Element & Comprehensive Housing Program Implementation Study; Mariposa Town Specific Plan; Law Enforcement Headquarters Facility Study; Mariposa County Recreation and Resiliency Plan; Mariposa Creative Placemaking Strategy; Mariposa County Integrated Mobility and Housing Strategy. Key findings from these documents are:

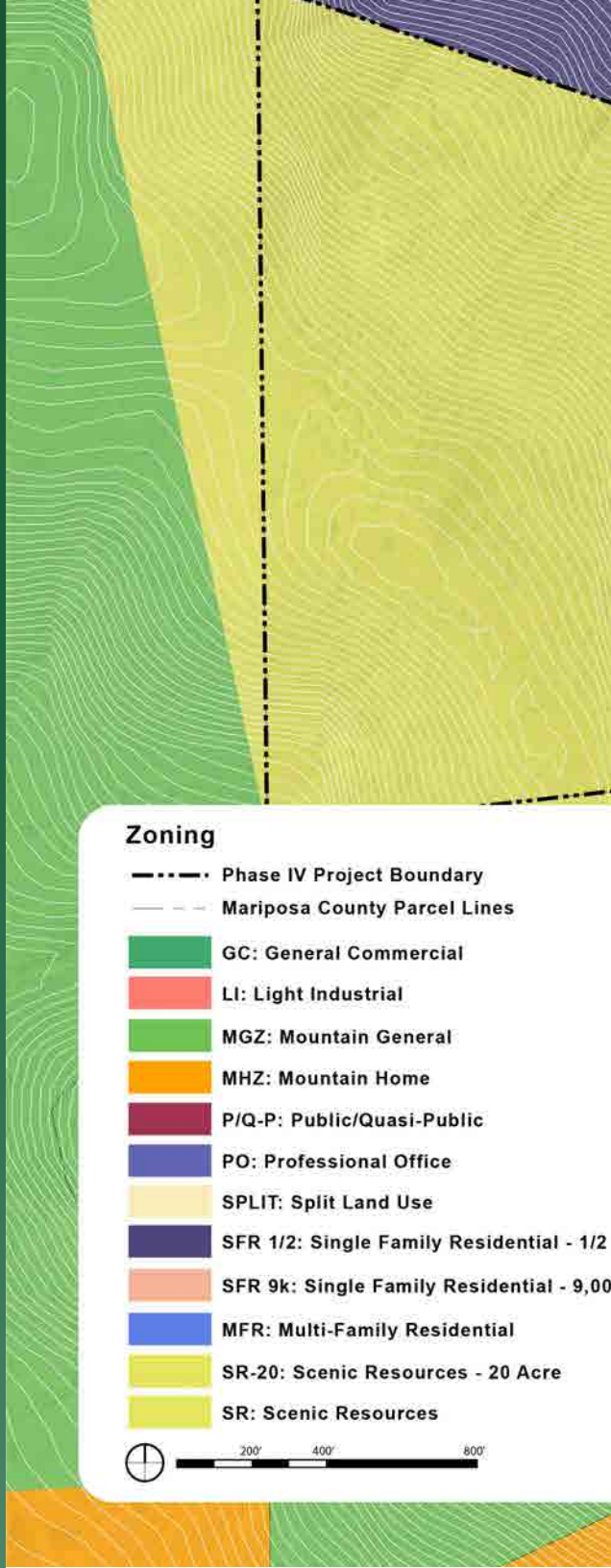
The **2019 Mariposa Creek Parkway Master Plan** sets a foundation for planning the Phase IV area. The Master Plan articulates a vision for the Mariposa Creek Parkway as "more than a trail, [but] a public space that must accommodate a range of programs and amenities" that align with three locally endorsed themes: health and wellness; community and creativity; and education and environment.

The **Mariposa County Integrated Mobility and Housing Strategy** (IMHS, 2021) also provides relevant context for potential housing development in the Phase IV area. If the ongoing work on Phase IV shows potential for housing development, the IMHS presents housing priorities that align with needs across the County, such as housing for Yosemite National Park's workforce.

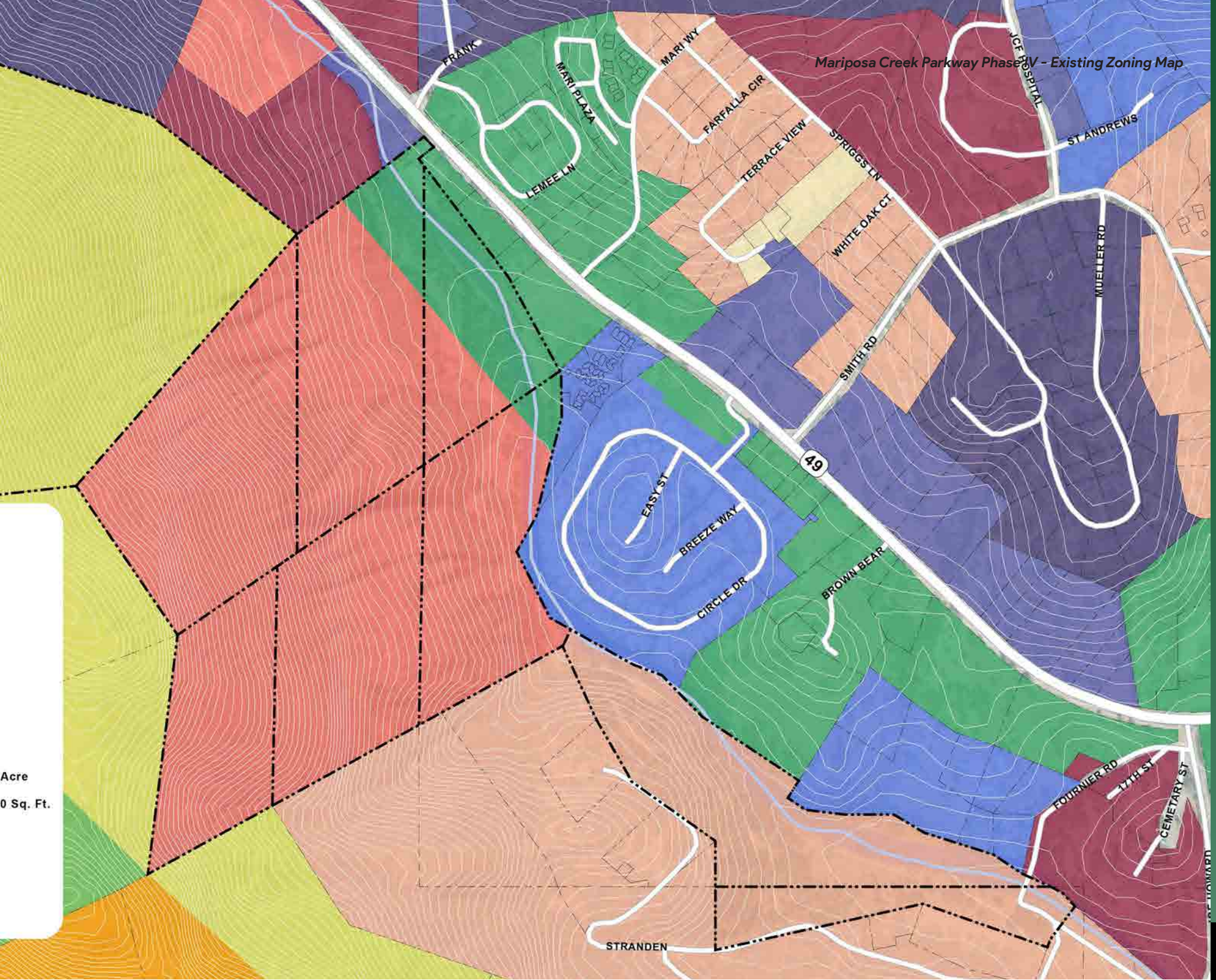
Mariposa County's Recreation and Resiliency Plan (2021) presents recommended strategies for the Mariposa Creek Parkway and adjacent areas, including the Phase IV area. Expanding regional trail networks, bridging gaps in access to community recreational opportunities, and integrated wildfire management practices are examples of implementation of this plan within the Phase IV area.

The Mariposa Creek Parkway Phase IV area includes parcels that are currently zoned Single Family Residential (9,000 sq. ft.), Light Industrial, and Scenic Resource 20- Acre. Parts of Phase IV are also in excess of 20 percent slopes and are subject to the Hillside Development Standards in the **Mariposa Town Specific Plan**.

The **Mariposa Creative Placemaking Strategy** (CPS, 2021) uses temporary, co-created public art pieces (incidentally located along existing and future segments of the Mariposa Creek Parkway) to solicit community input on narratives, aesthetics, and placemaking mediums that resonate with the local community. The strategy specifically identifies the Parkway and the Phase IV area as a potential location for placemaking activities.



Mariposa Creek Parkway Phase IV - Existing Zoning Map



MARKET CONDITIONS

The Parkway and Phase IV segment in particular occur amidst unique market conditions shaped by a range of factors, including Mariposa's rural setting and demography, proximity to Yosemite National Park, and aging population. The Market Conditions Study prepared by Economic & Planning Systems Inc. (EPS) provided general demographics, economic conditions, and development assessment of housing, retail, office, civic, and other potential uses in the Phase IV area.

Over the past decade, most households in Mariposa own their homes and reside in single-family dwellings. Nearly 60% of households in the County own their homes, with over 80% of owner-occupied households living in detached single-family units.

Mariposa has more than twice the number of employed residents than jobs. Mariposa County has almost 9,000 resident-workers and about 4,500 jobs. Amongst the 8,880 employed residents in the County, about 28% are residents who both live and work in the County, and 72 percent commute to jurisdictions outside of the County.

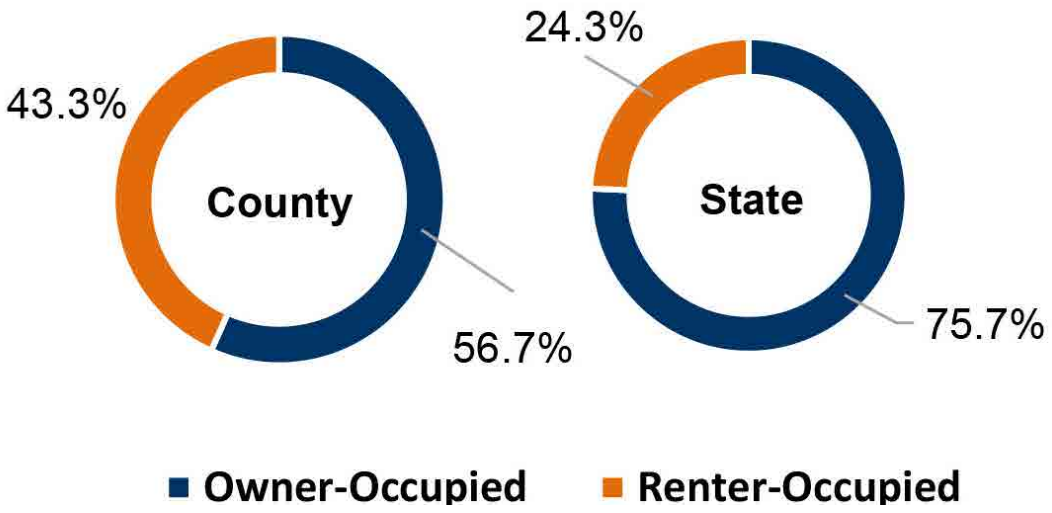
Mariposa's housing supply increased slightly over the past decade. The U.S. Department of Housing and Urban Development estimates 364 net new housing units between 2010 and 2020. However, these trends do not account for loss of supply due to wildfires. The Detwiler (2017) and Oak (2022) Fires destroyed 197 homes.

Mariposa has a high residential vacancy rate, largely due to seasonal, recreational, or occasional use housing units. As of 2020, approximately half of the vacant supply comprises seasonal, recreational, or occasional use housing units, which includes short-term rentals.

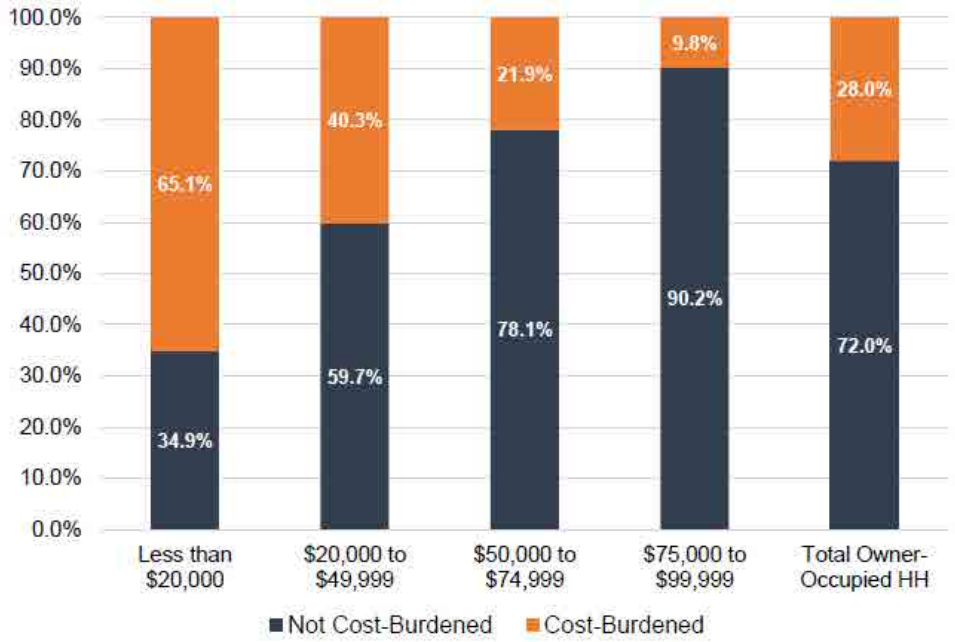
The housing market in Mariposa County has become more competitive since the onset of the COVID-19 Pandemic. While Mariposa falls in the middle of affordability within the surrounding region's housing supply, home prices have increased 112% since 2013. More people are seeking affordable housing markets and taking advantage of moving to more remote locations by being able to work from home.

The County's top employment industries align with its reliance on tourism to the County's key asset, Yosemite National Park. In addition to Yosemite, the County is a popular destination for outdoor activities including river rafting/kayaking, mountain biking, hiking, fishing, and wildflower viewing, as well as many historical attractions.

Creekside Terrace Apartments - Mariposa, CA



Housing Tenure: Mariposa County and State of California (2020). Source: American Community Survey Table 5-Year Estimates Table DP04; EPS.



Cost Burdened Owner-Occupied Household by Income Range: Mariposa County (2020). Source: American Community Survey Year Estimates Table B25101; EPS.

INFRASTRUCTURE

The site's generally undeveloped quality means that minimal infrastructure currently exists to serve future development. However, due to its proximity to existing development, including existing and planned multi-family and commercial development with frontage on SR-49, the Phase IV area offers some of the best opportunities to promote comparatively dense infill development with minimal infrastructure costs. Provost & Pritchard reviewed the existing infrastructure in the Phase IV study area, including roads, site access, trails, utility access, and related infrastructure. Key findings from this review are summarized below.

Mariposa Public Utilities District (MPUD) provides **potable water and sanitary sewer services** to the town of Mariposa and the Phase IV plan area is within the current District Boundary. MPUD is in the process of expanding their District Boundary and Sphere of Influence (SOI) as part of the Mariposa Town Planning Area Reorganization Project currently in progress.

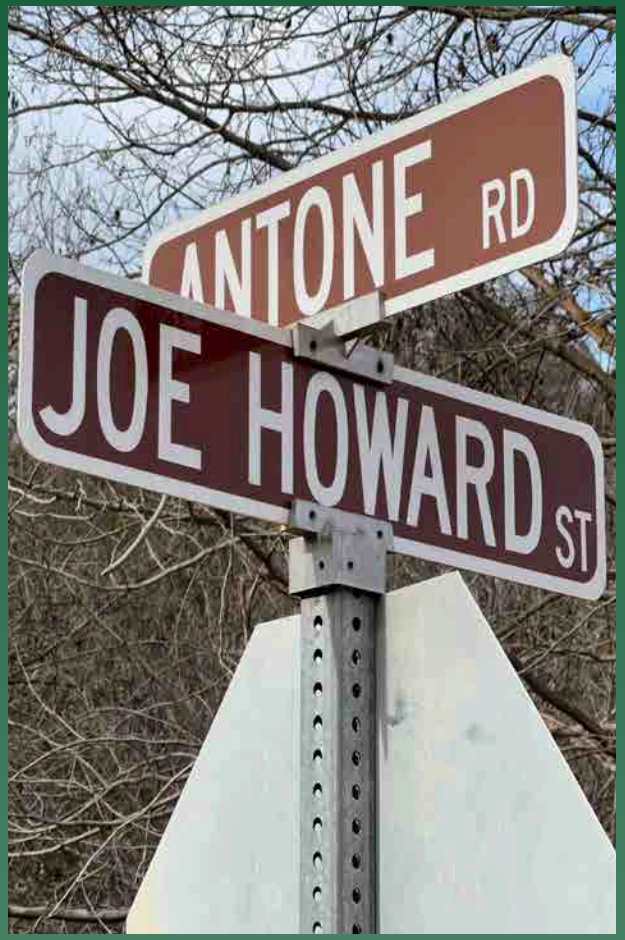
The entirety of Mariposa Creek through the Phase IV plan area is a **regulatory floodway** with established base flood elevations per FEMA. Along the Idle Wheels development, drainage pipes were observed daylighting along the creek embankment. No significant erosion was observed.

PG&E provides **electrical power** to the Phase IV plan area. Most of their facilities are on the 'town side' of the creek, providing power to existing development, with a few locations where their facilities cross Mariposa Creek to existing development on the "mountain side" of the creek. Sierra Tel has buried **communication facilities** in the Phase IV plan area. PG&E does not have **gas facilities** in the area; gas service in the town of Mariposa is provided by on-site propane tanks.

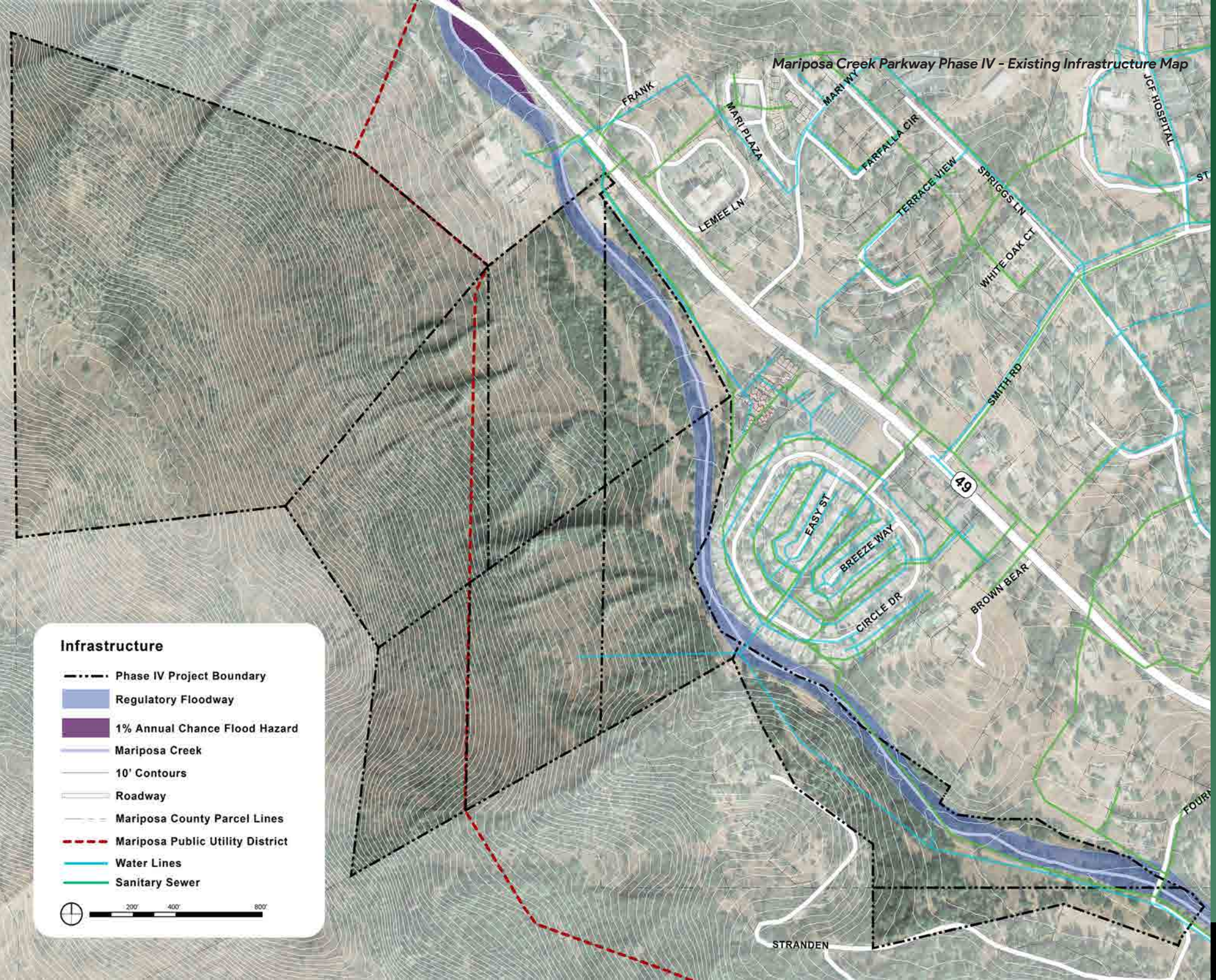
The Phase IV plan area has varied **terrain**. The terrain generally falls from State Route 49 down to the creek and then climbs significantly up to the ridgeline on the 'mountain side' of the creek. The creek falls at an average slope of 2% over the mile length of the creek in the Phase IV plan area. No evidence of significant slope failures was observed.

Existing **paved roads and circulation** present opportunities and challenges for the Phase IV area. The Creekside Terrace multi-family housing development has constructed a paved public road north of the Joe Howard Street bridge across the frontage of the development (approximately to Fournier Road) which also includes a concrete sidewalk providing accessible pedestrian and vehicular access to the downstream end of the Phase IV plan area.

The upstream area has vehicular access from the bridge at the Mariposa County Jail facility. No public parking or trailheads exist at either end of the Phase IV plan area. The Phase IV plan area has no existing pavement; access along the MPUD sewer easement and the 'mountainside' of the creek is provided by a dirt road.



Mariposa Creek Parkway Phase IV - Existing Infrastructure Map



NATURAL ENVIRONMENT

The Biological Constraints and Opportunities Analysis, completed by Live Oak Associates Inc., provides the existing conditions for the Phase IV area related to the natural environment, including documentation of ecology, habitat, topography, hydrology, and soils. Key findings of the analysis are summarized below.

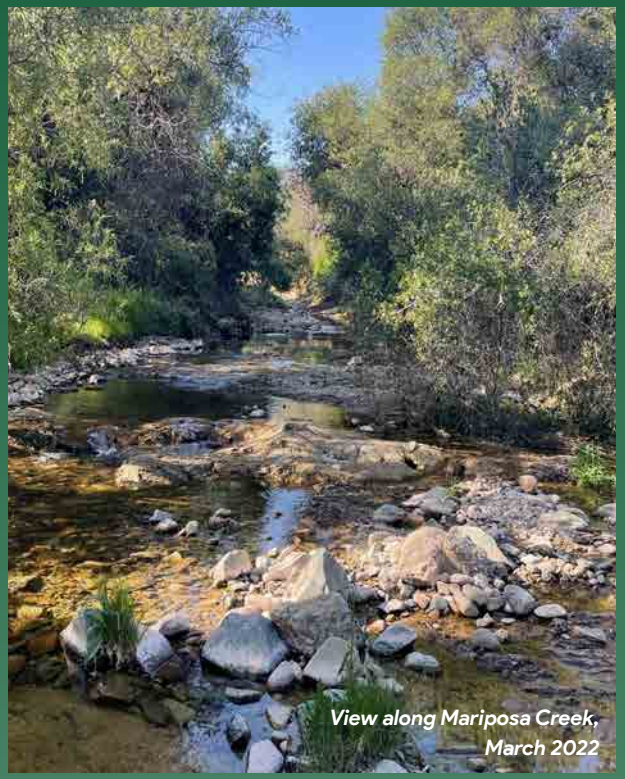
Biotic habitats / land uses of the project site consisted of chapparal / burn scar, oak-pine woodland, mixed riparian woodland, riverine, and developed / ruderal areas. Special status species potentially occurring on the site include a number of rare plant species, as well as California Species of Special Concern. Sensitive or regulated habitats on the site consist of riparian vegetation and the bed and bank of Mariposa Creek.

Areas within ordinary high water of **Mariposa Creek** and its tributaries would be considered waters of the U.S. for any project development. Any fill or excavation within waters of the U.S. would require a Department of the Army (DA) permit and a 1602 Stream Bed Alteration permit with the California Department of Fish and Wildlife (CDFW). In addition to the DA and CDFW permits, a state Water Quality Certification (WQC) would be required. Avoidance and minimization measures for project impacts to sensitive biological resources will be prescribed in the CEQA document and required permits. The anticipated time required for project approval by all applicable agencies is 6 months to 1 year.

Extensive impacts to **rare plants** may require some sort of compensatory mitigation. Measures for various species include preconstruction surveys, relocation as needed, and avoidance of tree removal during roosting or reproduction seasons.

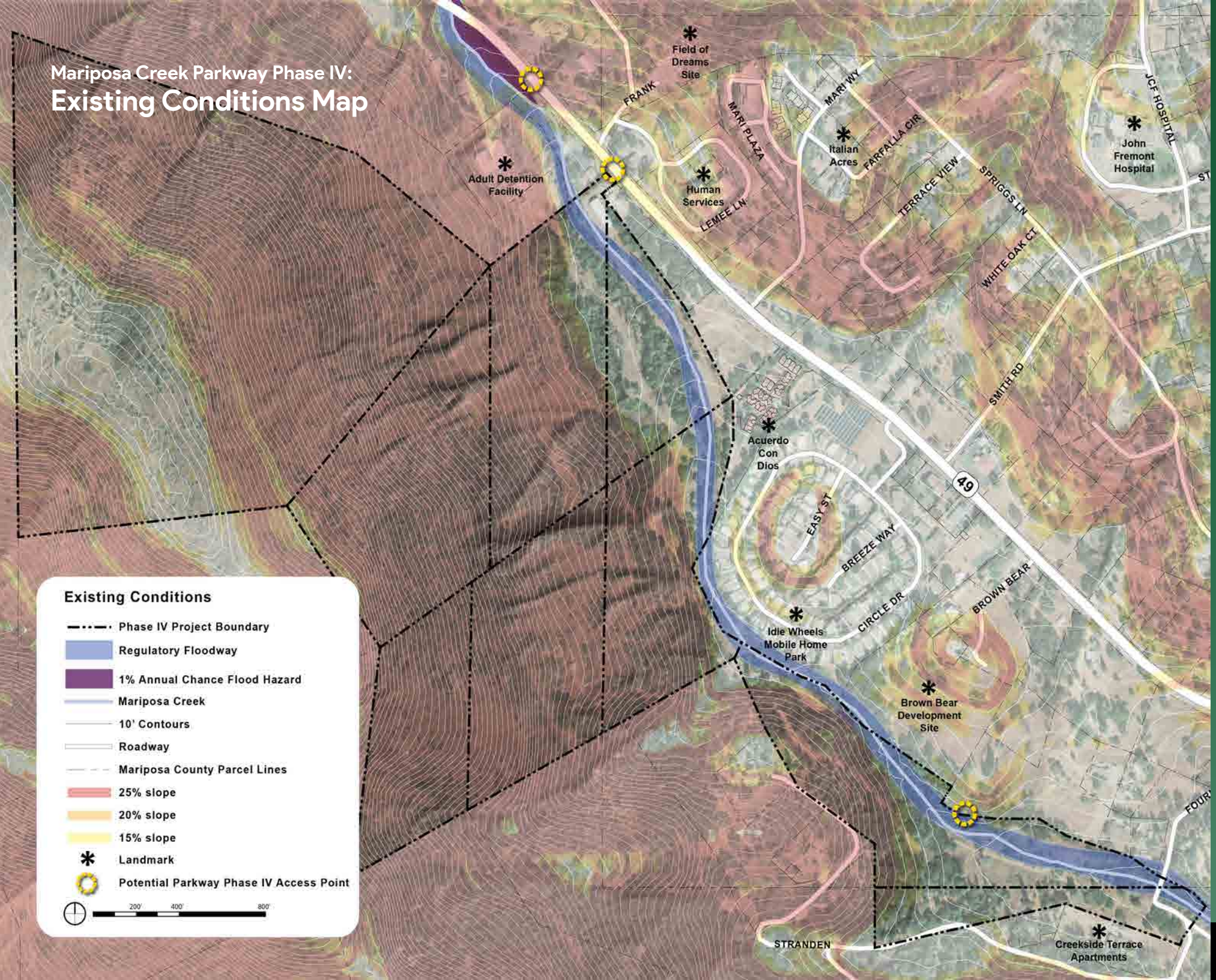
Opportunities have been identified for the project to enhance or create **natural biotic habitat**s on the site that would be of value to locally occurring native wildlife species and contribute to the human experience. These opportunities include the eradication of Himalayan blackberry, planting native vegetation, and establishing trails and natural history interpretative signs to increase the awareness and appreciation of the native creek ecosystems.

Additional key observations related to California fire adapted landscapes, transformation of creek hydrology (through extirpation of keystone species and aggregate removal), and unique plant populations have been made by County Staff, Steering Committee members, and BioHabitats that present other landscape level stewardship opportunities. For example, there may be an opportunity to repair the scoured-out creek bed with the material that was mined out of it, thereby creating a hydrophilic habitat and expanding the riparian corridor. Beavers could be reintroduced (or beaver dam analogs could be installed) into the channel to slow the creek flow, increase water quality and rehydrate the surrounding wetlands. And tribal and community partners could be engaged to tend the land through cultural burning and gathering that revives a hands-on stewardship ethic based on land and human relational health.



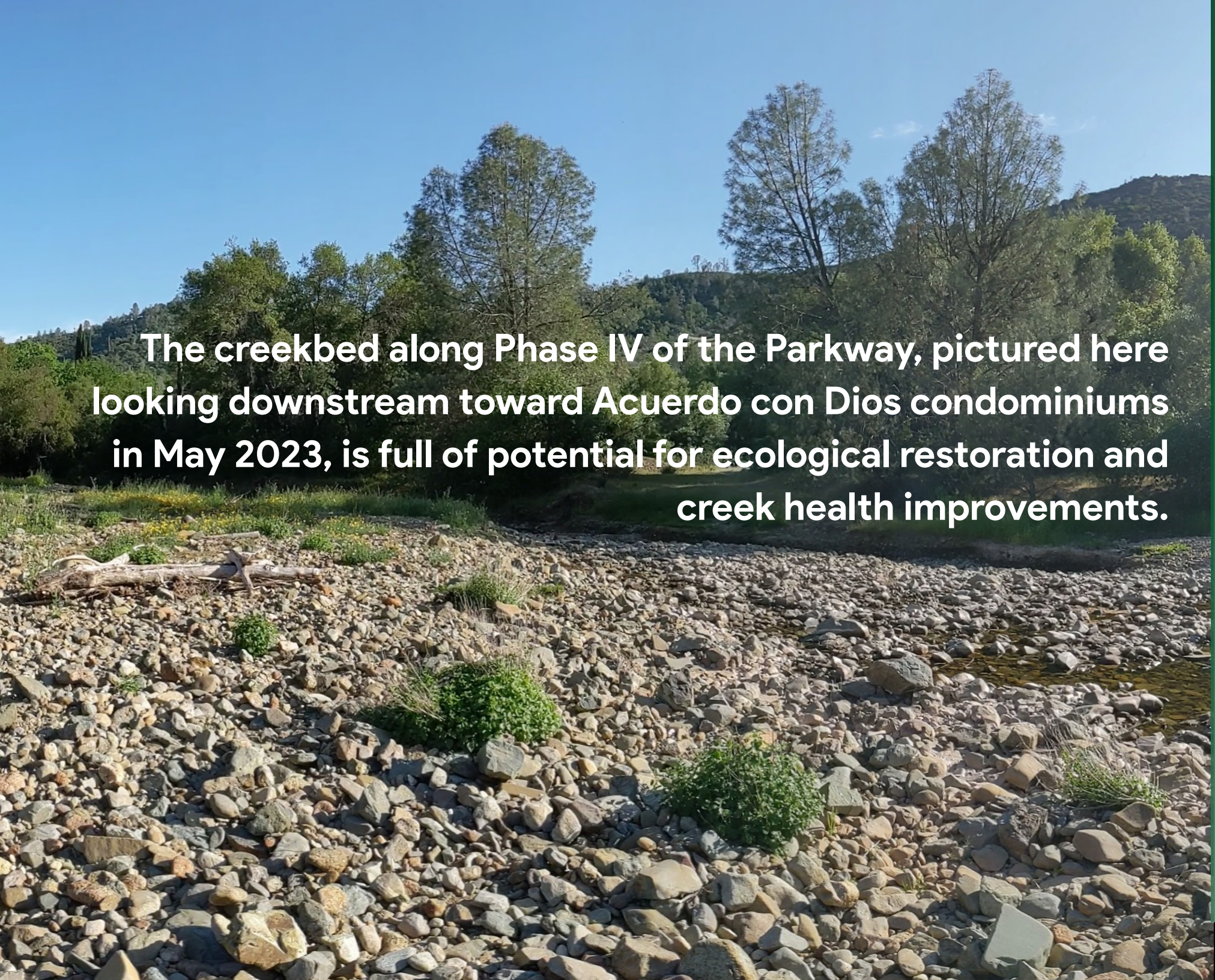
View along Mariposa Creek, March 2022

Mariposa Creek Parkway Phase IV:
Existing Conditions Map



“...This project walks the line between satisfying community needs, and protecting natural resources. It will be a delicate and challenging balance, but with the right plan and the right contractors, I believe it can be done!...”

- Survey Respondent, June 2022



The creekbed along Phase IV of the Parkway, pictured here looking downstream toward Acuerdo con Dios condominiums in May 2023, is full of potential for ecological restoration and creek health improvements.

OPPORTUNITIES & CONSTRAINTS

The analysis of the project area's multi-faceted existing conditions revealed a range of promising opportunities and potential constraints to grapple with through the Phase IV Special Plan. Key opportunities and constraints that affect Phase IV are listed below. This list was developed in partnership with the Project Steering Committee and County staff. A complete table of this analysis, including details on the numbers shown on the map, is provided in Appendix B.

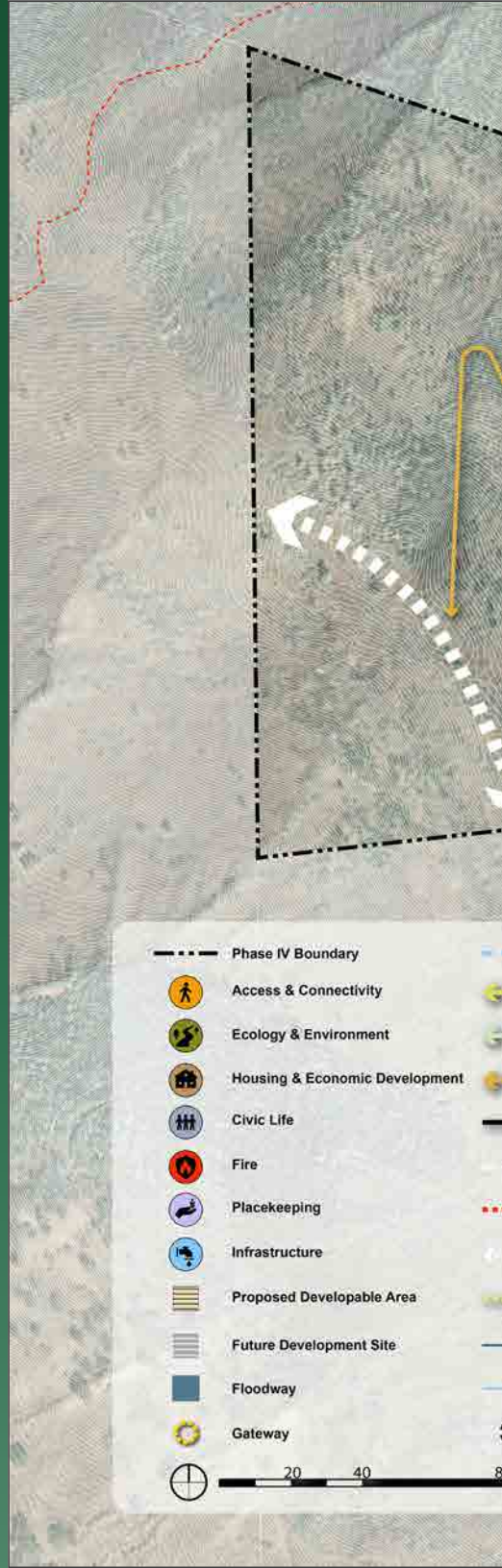
HOUSING & ECONOMIC DEVELOPMENT

KEY OPPORTUNITIES:

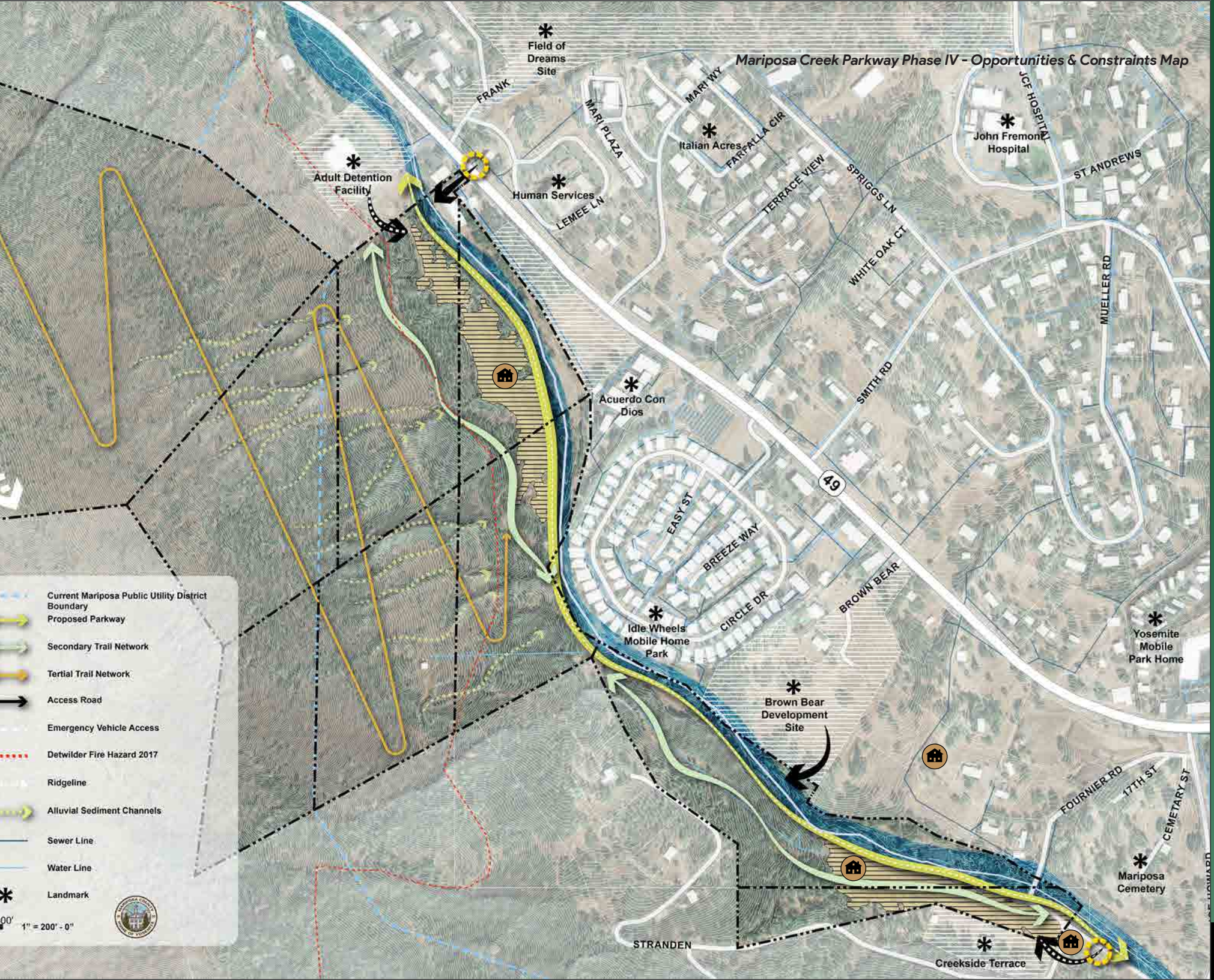
- Extend housing opportunities from existing affordable housing development sites along Fournier Road.
- Create a meaningful attraction for both the local community and tourists.

KEY CONSTRAINTS:

- Slope of site combined with flood potential from creek may cause challenges to constructibility of additional housing units



Mariposa Creek Parkway Phase IV - Opportunities & Constraints Map



ACCESS & CONNECTIVITY

KEY OPPORTUNITIES:

- Provide gateway to Parkway from northern terminus
- Create emergency vehicle access along proposed Parkway extent and extension from Creekside Terrace on improved Fournier Road
- Coordinate entryway/shared parking from Brown Bear site

KEY CONSTRAINTS:

- Access restrictions and phasing of road at Northern terminus with Justice Center development
- Grading and maintenance are required to create secondary and tertiary trail systems along Parkway and up the hillside.

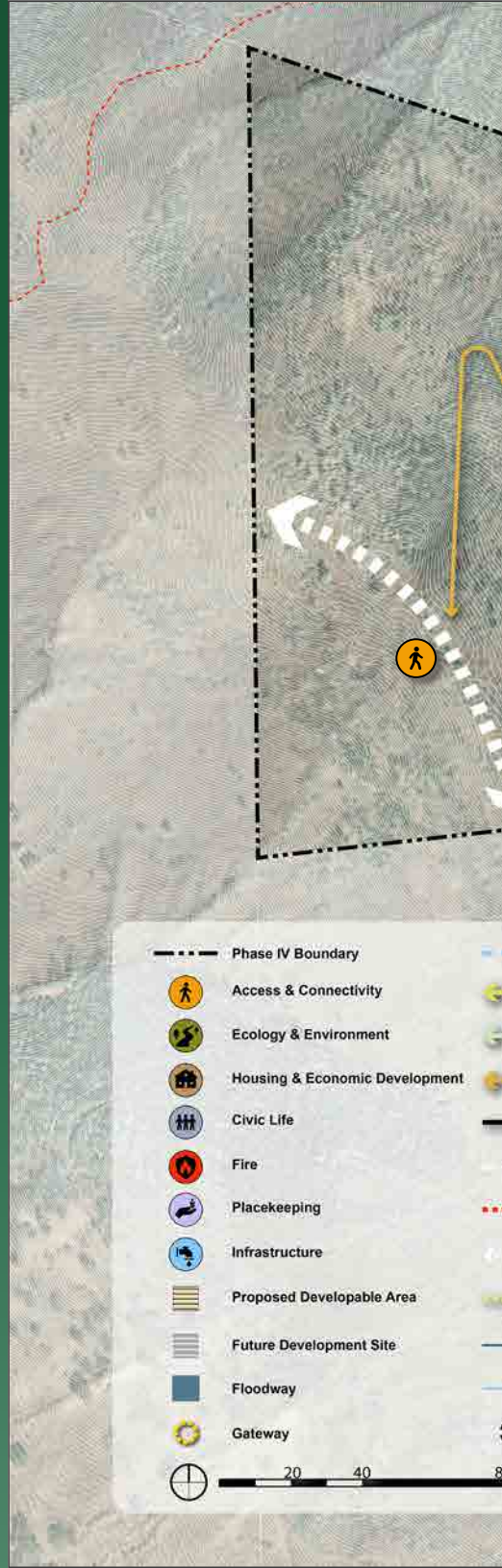
ECOLOGY & ENVIRONMENT

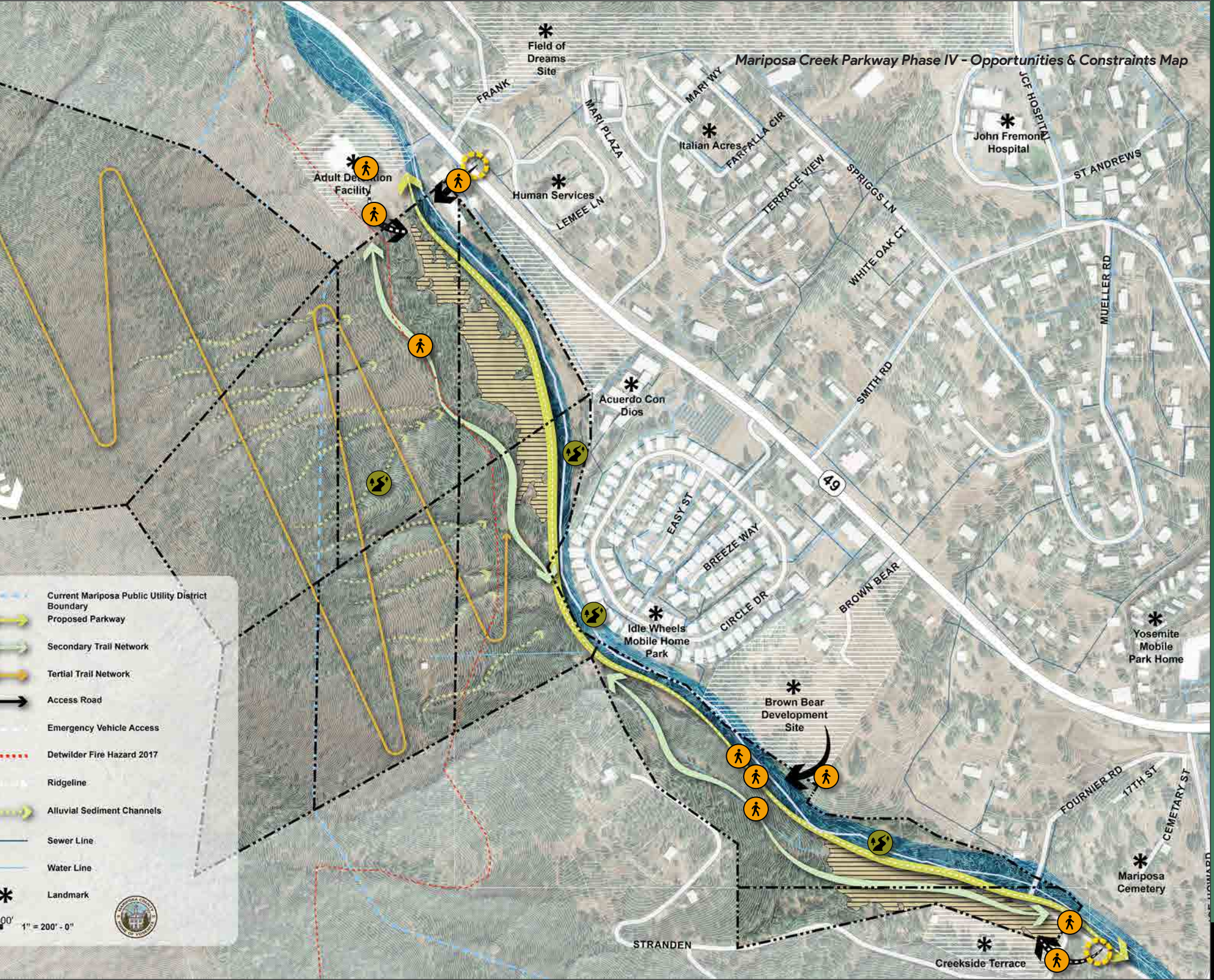
KEY OPPORTUNITIES:

- Restore and enhance the creek for ecological and hydrological resilience - including geomorphology, wetland, riparian and upland buffer areas.
- Enhance the capacity of the creek and its adjacent areas (wetland – riparian – upland) to provide flood and fire regulation and to improve water quality.

KEY CONSTRAINTS:

- Thinning, encroaching, and extraction of aggregates in stream, riparian zones, and adjacent areas have caused considerable damage to the ecosystem. Significant remediation work would be required.
- Infrastructure is already vulnerable to persistent flooding during storm events. A geomorphological assessment is required (including hydraulics and hydrology) to identify potential strategies (dam removal, beaver analogs, floodplains, erosion control, etc.).




Mariposa Creek Parkway Phase IV - Opportunities & Constraints Map
Field of Dreams Site
FRANK
MARI PLAZA
MARI WY
Italian Acres
FARFALLA CIR
JCF HOSPITAL
John Fremont Hospital
ST ANDREWS
Adult Detention Facility
Human Services
LEMEE LN
TERRACE VIEW
SPRIGGS LN
WHITE OAK CT
MUELLER RD
SMITH RD
Acuerdo Con Dios
49
EASY ST
BREEZE WAY
CIRCLE DR
BROWN BEAR
Idle Wheels Mobile Home Park
Yosemite Mobile Park Home
Brown Bear Development Site
FOURNIER RD
17TH ST
CEMETARY ST
Mariposa Cemetery
STRANDEN
Creekside Terrace
Current Mariposa Public Utility District Boundary
Proposed Parkway
Secondary Trail Network
Tertial Trail Network
Access Road
Emergency Vehicle Access
Detwilder Fire Hazard 2017
Ridgeline
Alluvial Sediment Channels
Sewer Line
Water Line
Landmark
1" = 200' - 0"

CLIMATE HAZARDS

KEY OPPORTUNITIES:

- Leverage this effort to establish regenerative stormwater management and erosion control.
- Integrate fuel removal practices to reduce risk of wildfire during vulnerable seasons.

KEY CONSTRAINTS:

- Outreach needed from various organizations and community groups to determine best practices for maintenance.

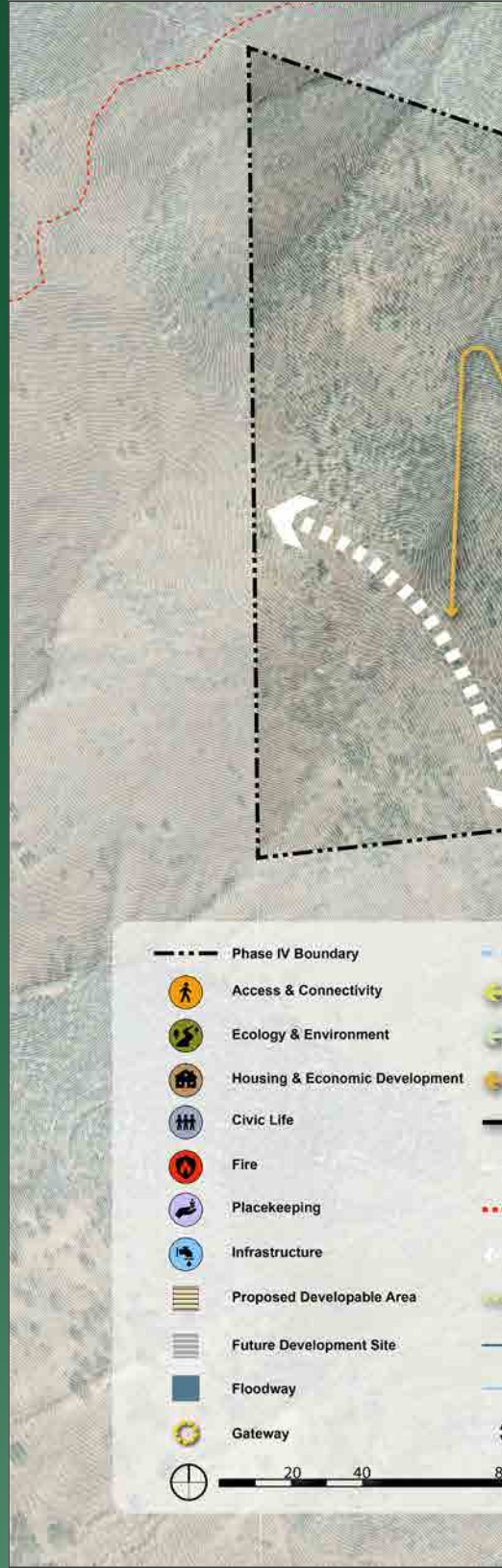
PLACEKEEPING & PLACEMAKING

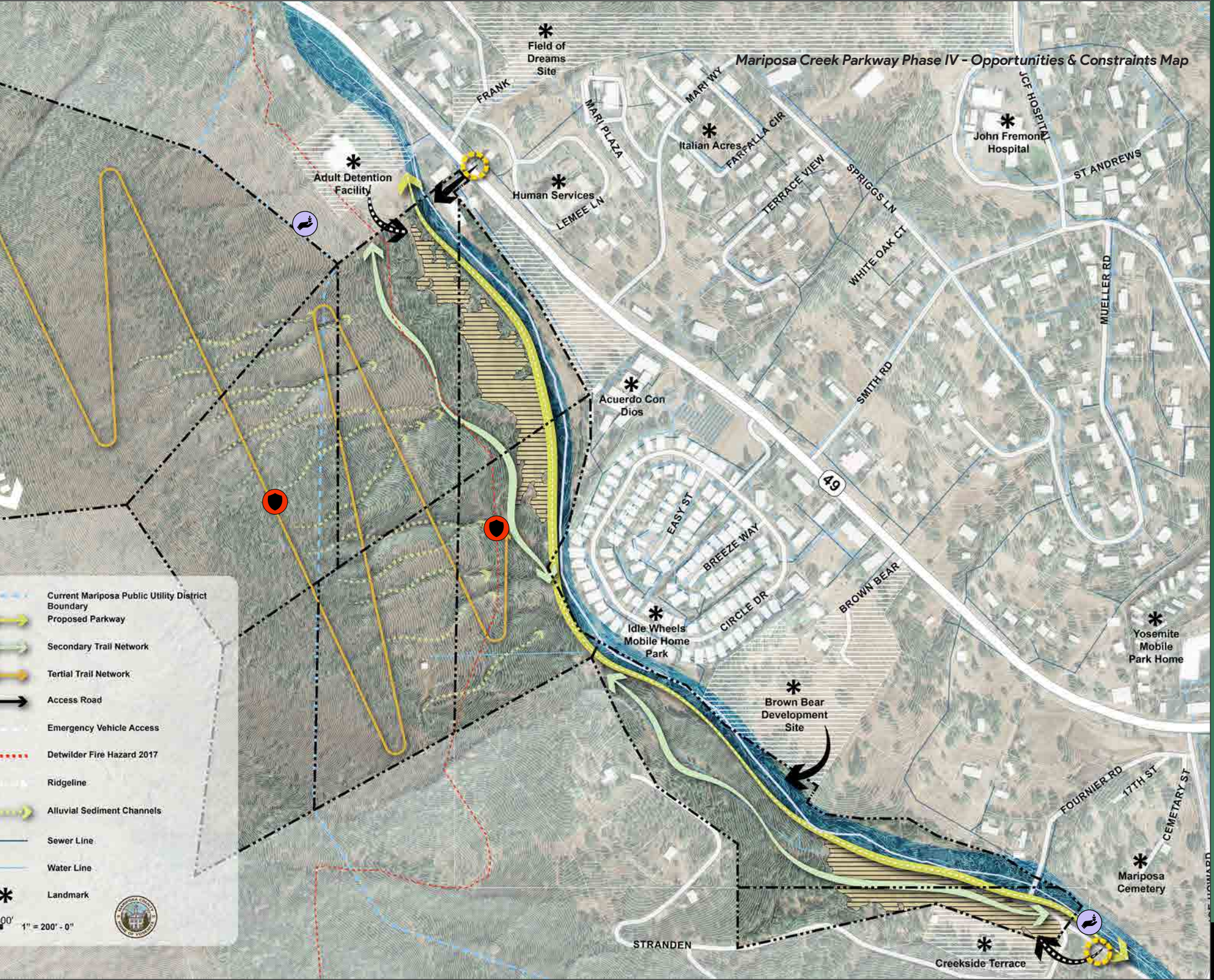
KEY OPPORTUNITIES:

- Continue wayfinding and signage experience along Parkway to celebrate history of Mariposa and creek.
- Understand culturally significant resources and attributes within the Phase IV site. Work with affected community members, including the Southern Sierra Miwuk Nation's tribal council, to identify, protect, and/or enhance cultural resources.

KEY CONSTRAINTS:

- An ongoing process is needed that might delay implementation of site and/or Parkway improvements.




Mariposa Creek Parkway Phase IV - Opportunities & Constraints Map
Field of Dreams Site
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17TH ST
CEMETARY ST
Mariposa Cemetery
STRANDEN
Creekside Terrace
Current Mariposa Public Utility District Boundary
Proposed Parkway
Secondary Trail Network
Tertial Trail Network
Access Road
Emergency Vehicle Access
Detwilder Fire Hazard 2017
Ridgeline
Alluvial Sediment Channels
Sewer Line
Water Line
Landmark
1" = 200' - 0"

INFRASTRUCTURE

KEY OPPORTUNITIES:

- Potential to improve existing infrastructure network to accommodate development within Phase IV site.

KEY CONSTRAINTS:

- Considerable cost associated with extensions to the water and sewer networks.

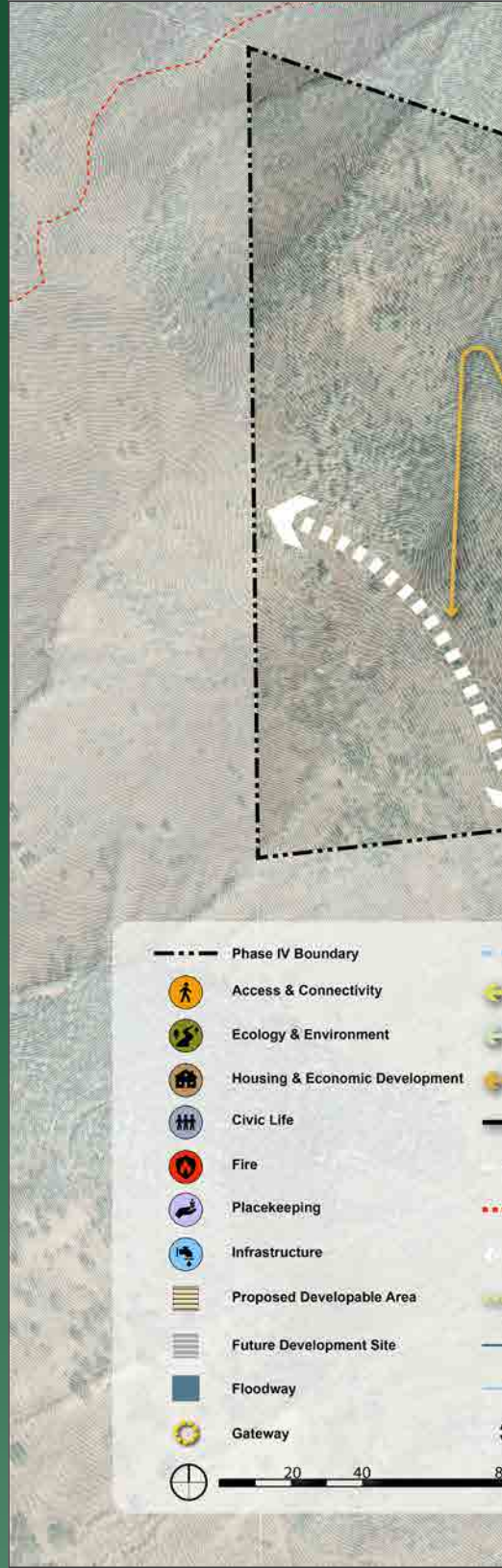
CIVIC LIFE

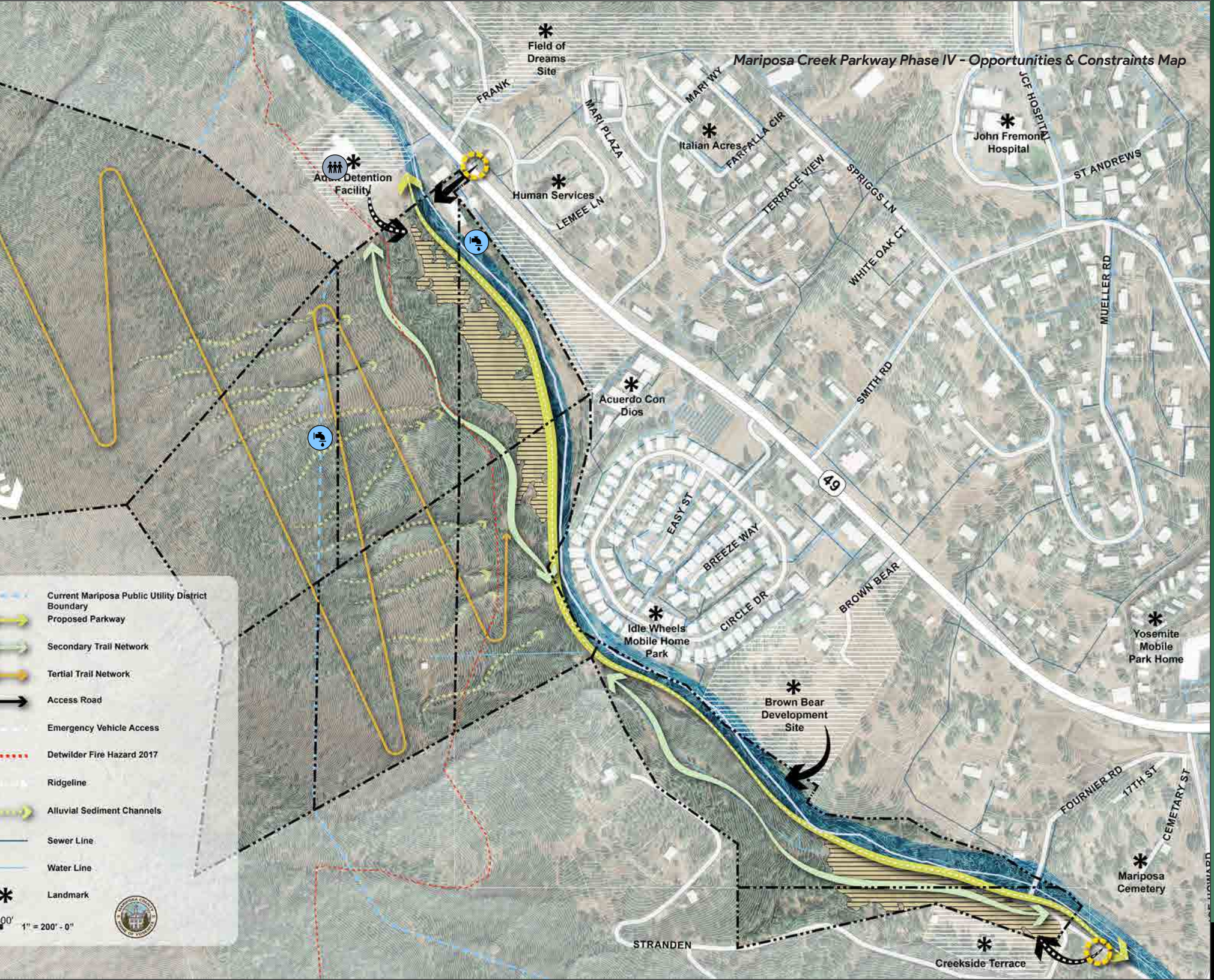
KEY OPPORTUNITIES:

- Identify key moments along Parkway to create passive and active uses for visitors and tourists to enjoy.
- Build off of previous efforts identified in the recreation and resiliency plan. Create opportunities to foster togetherness through physical space and programming.

KEY CONSTRAINTS:

- Coordination with various community groups will be required to effectively facilitate these efforts. work would be required.




Mariposa Creek Parkway Phase IV - Opportunities & Constraints Map
Field of Dreams Site
FRANK
MARI PLAZA
MARI WY
Italian Acres
FARFALLA CIR
John Fremont Hospital
JCF HOSPITAL
ST ANDREWS
Adult Detention Facility
Human Services
LEMEE LN
TERRACE VIEW
SPRIGGS LN
WHITE OAK CT
MUELLER RD
SMITH RD
Acuerdo Con Dios
49
EASY ST
BREEZE WAY
CIRCLE DR
BROWN BEAR
Idle Wheels Mobile Home Park
Yosemite Mobile Park Home
Brown Bear Development Site
FOURNIER RD
17TH ST
CEMETARY ST
Mariposa Cemetery
STRANDEN
Creekside Terrace
Current Mariposa Public Utility District Boundary
Proposed Parkway
Secondary Trail Network
Tertial Trail Network
Access Road
Emergency Vehicle Access
Detwilder Fire Hazard 2017
Ridgeline
Alluvial Sediment Channels
Sewer Line
Water Line
Landmark
1" = 200' - 0"

Vision, Goals, and Evaluation Crite

Process for Developing Vision/Goals/Criteria	36 -37
Vision Statement	38 - 39
Goals & Objectives	40 -43
Evaluation Criteria	44 -47

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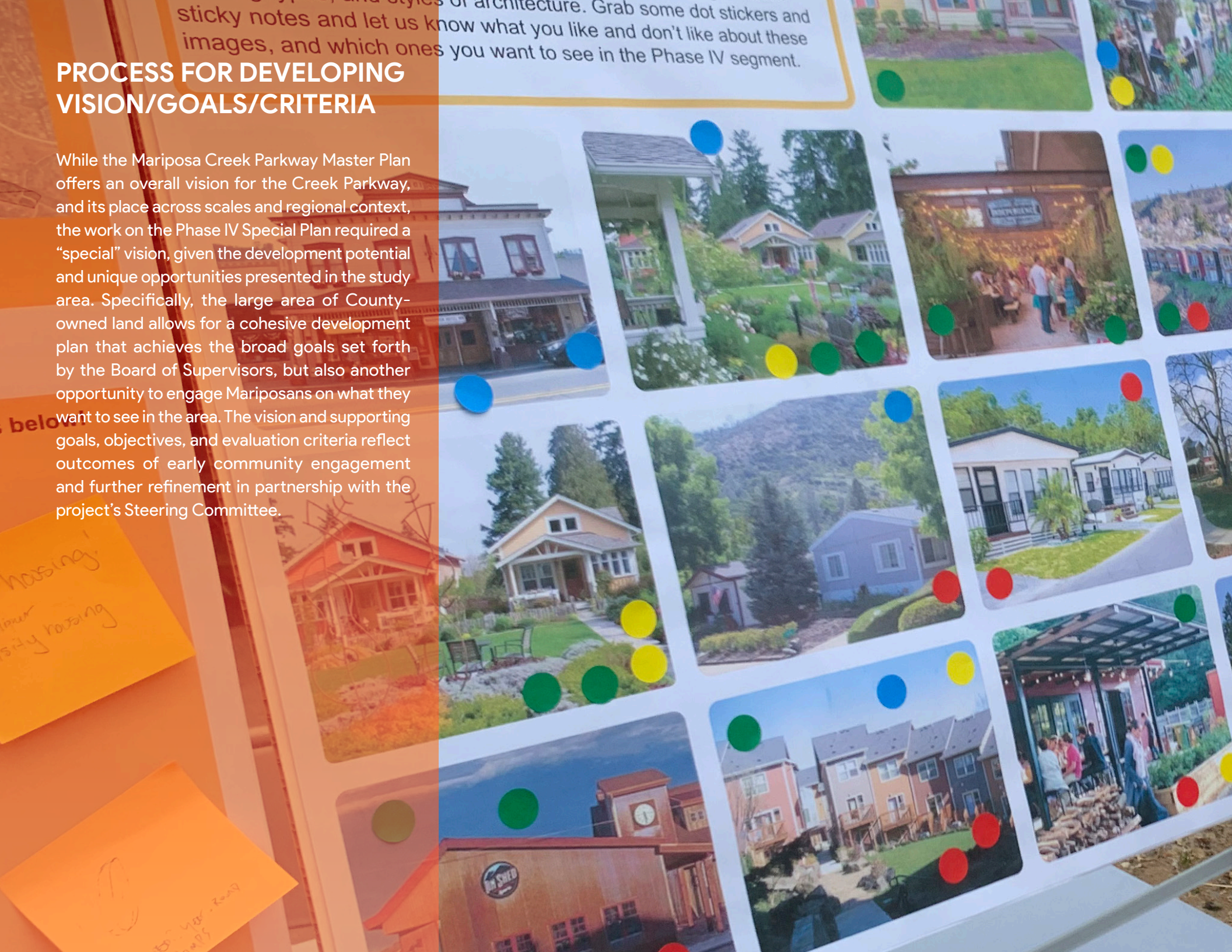
03

PROCESS FOR DEVELOPING VISION/GOALS/CRITERIA

While the Mariposa Creek Parkway Master Plan offers an overall vision for the Creek Parkway, and its place across scales and regional context, the work on the Phase IV Special Plan required a "special" vision, given the development potential and unique opportunities presented in the study area. Specifically, the large area of County-owned land allows for a cohesive development plan that achieves the broad goals set forth by the Board of Supervisors, but also another opportunity to engage Mariposans on what they want to see in the area. The vision and supporting goals, objectives, and evaluation criteria reflect outcomes of early community engagement and further refinement in partnership with the project's Steering Committee.



Trails Day 2022 attendees take time away from the festivities to provide their input on what they would like to see in the Phase IV study area.

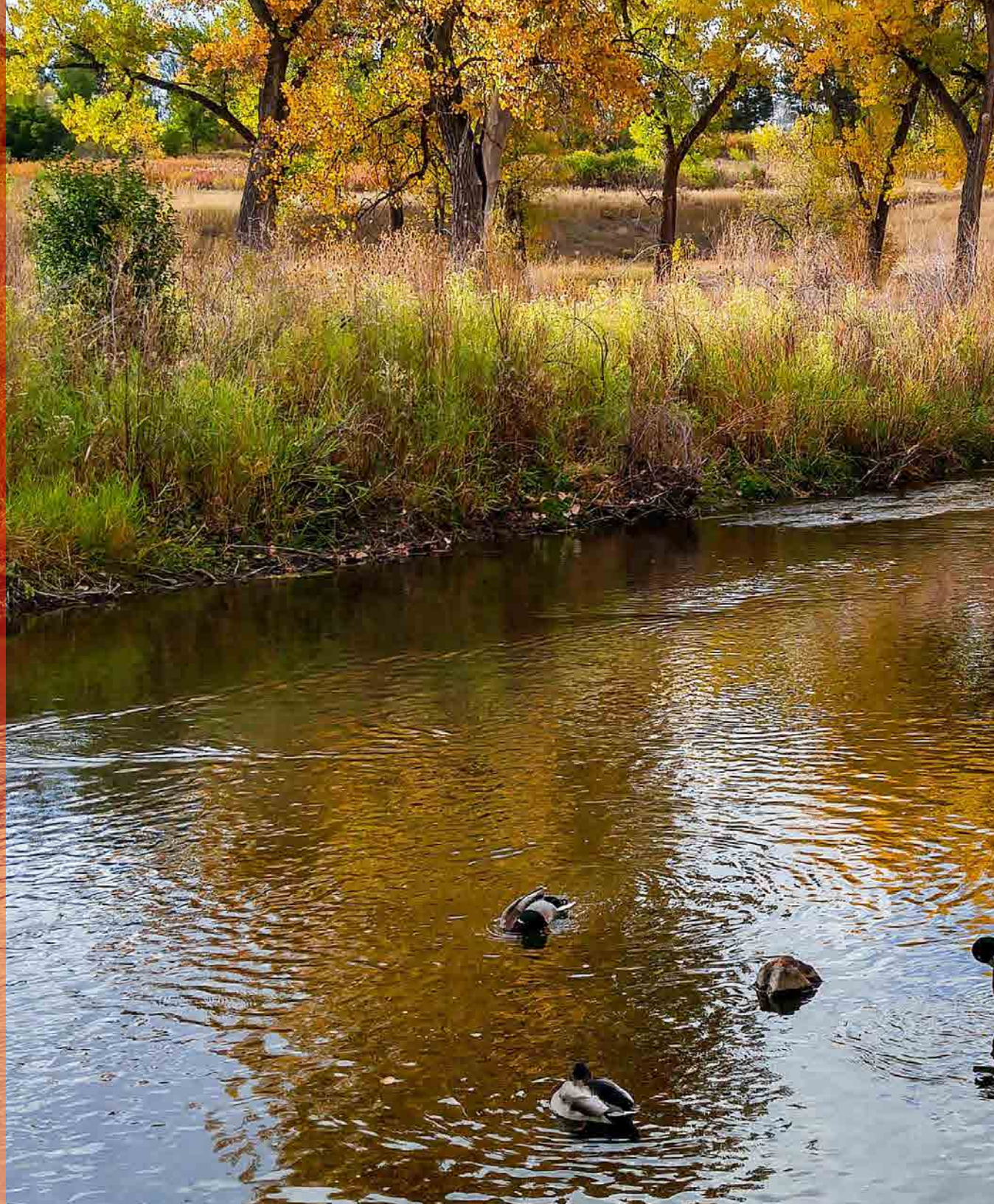
> **"... As a child growing up in Mariposa, there were limited options for entertainment and activities. This site will bring so much joy to the community, giving us a welcome place near town to cherish and adore the natural beauty of our historic county...."**
>
> *- Survey Respondent, June 2022*

VISION STATEMENT

The **2019 Mariposa Creek Parkway Master Plan** guides the implementation and community vision to deeply integrate Mariposa Creek into the town's fabric. At the heart of the Master Plan is the goal to change the perception of the Creek, transitioning it from a "ditch out back" to a "sought after destination," and with that change visitors' perceptions of Mariposa from a "temporary place to stay" into a "remarkable town that emphasizes its connections to outdoor experiences in the surrounding landscape." The Master Plan has multiple scales of impact: site specific, town-wide, and regional. The realization of Phases I through III has empowered the community and is delivering on the Master Plan's promise.

The Phase IV project is essential to making the Master Plan vision a full reality and, through the completion of the Parkway Trail, includes opportunities for:

- Health + wellness
- Community + creativity
- Education + environment



View of First Creek Park in Denver, CO that incorporates local ecosystems into the parks design

This Phase IV Special Plan will result in plans and designs for a neighborhood that achieves objectives related to transportation, economic development, housing, resiliency, and other community imperatives. It represents Mariposa's attempt at "placekeeping" - at maintaining and celebrating the community's history and long-standing connections to the landscape. But it also contains elements and moments of "placemaking," where existing residents and newcomers alike forge a forward-looking identity for this special community.

GOALS & OBJECTIVES

Initial development of the goals and objectives was guided by the vision statement and initial community engagement during Trails Day in 2022 and a subsequent community survey. The project team worked with the Steering Committee to refine the language of the goals and objectives, given their deep understanding of the Phase IV study area and their understanding of the key opportunities and constraints. The Steering Committee approved the goals and objectives at the meeting in October 2022. The goals were developed in alignment with the seven categories of the opportunities and constraints to ensure a comprehensive look at the issues along Phase IV:

- Access and connectivity
- Ecology and environment;
- Housing and economic development
- Civic life
- Climate hazards
- Placekeeping and placemaking
- Infrastructure

ESTABLISH SAFE AND ACCESSIBLE CONNECTIONS FOR RESIDENTS AND VISITORS

- Provide accessible connections between existing neighborhoods and commercial businesses, the Parkway, and new development along the Phase IV area
- Ensure high-quality recreation and active mobility experiences for a wide range of users
- Accommodate universal access to new neighborhoods and development
- Present clear and legible wayfinding to, from, and throughout the site
- Create a robust network of multi-functional green spaces for community experience

PRESERVE, REBALANCE, AND RESTORE ECOLOGICAL FUNCTIONS ALONG MARIPOSA CREEK AND ITS WATERSHED TO SUPPORT CLIMATE RESILIENCY, BIODIVERSITY, AND ECOSYSTEM PROCESSES AT MULTIPLE SCALES

- Enhance Mariposa Creek and contributing drainages for ecological and hydrological resilience
- Protect and conserve regional landscape connectivity for wildlife and climate resiliency
- Leverage new development to enhance Mariposa Creek's ecosystem services on the site and downstream and minimize disturbances to high-priority habitat management areas
- Apply green infrastructure to improve water quality and long-term corridor health, as well as mitigate the impacts of flooding, wildfire, and drought on the community

LEVERAGE THE PARKWAY INVESTMENT TO ACHIEVE APPROPRIATE, COMMUNITY-SUPPORTED NEIGHBORHOOD DEVELOPMENT

- Provide more housing at an appropriate density and a range of affordability levels
- Create vibrant spaces for both tourists and the local community
- Explore non-residential neighborhood development opportunities with community support throughout the site

PROVIDE DIVERSE AMENITIES TO FOSTER CIVIC LIFE

- Provide amenities for recreation, gathering, and connection that cater to Mariposa residents
- Integrate the Phase IV area with adjacent, existing, and future development initiatives to promote a consistent and connected experience in the creek corridor
- Consider needs of existing encampment of unhoused members of the community

PRIORITIZE IMPROVEMENTS TO MITIGATE CLIMATE HAZARDS AND THREATS

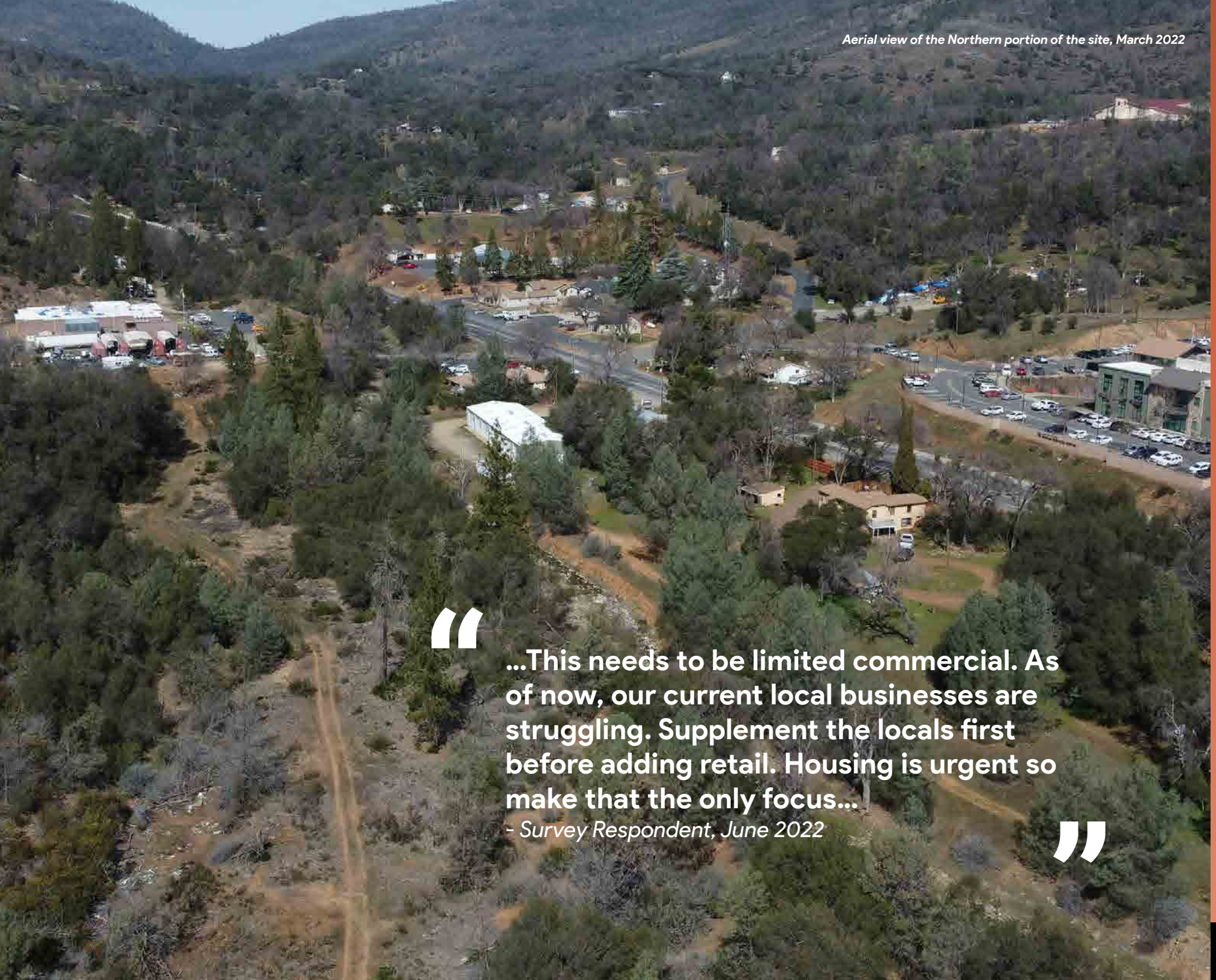
- Work with CAL FIRE and other agencies to incorporate best practices for wildfire management
- Partner with a range of local organizations to ensure a holistic, multi-benefit approach to land management, habitat restoration, and climate change mitigation
- Design with an understanding of historic long term climatic trends and modern climate change to reduce risk of future extreme weather events, such as a 500-year flood
- Work with local and regional emergency responders to ensure the community has access to services and can evacuate or shelter in place in an emergency

EXPAND INFRASTRUCTURE TO CONNECT THE PHASE IV AREA WITH ADJACENT DEVELOPMENT

- Balance the demands of new development with the imperative for infrastructure systems that are pragmatic and context-sensitive, considering the site's ecological and physical limits
- Explore extension of water and sewer services across the creek to developable areas
- Ensure utilities and services are resilient in the face of a major disruption event
- Apply green infrastructure to increase the project's service capacity while limiting its potential ecological impacts

APPLY PLACEMAKING AND PLACEKEEPING PRINCIPLES TO DEVELOP A COMMUNITY THAT WELCOMES AND RESONATES WITH ALL MARIPOSANS

- Identify areas for public art, performance, and interpretation that allow for continued evolution of the community's sense of place and connection with the site
- Preserve and enhance cultural resources central to the site's Indigenous past, present, and future
- Emphasize placemaking/keeping initiatives that interpret, celebrate, and enhance the site's ecological assets



Aerial view of the Northern portion of the site, March 2022

> **...This needs to be limited commercial. As of now, our current local businesses are struggling. Supplement the locals first before adding retail. Housing is urgent so make that the only focus...**
>
> *- Survey Respondent, June 2022*

EVALUATION CRITERIA

The evaluation criteria offer a way to measure the outcome of the Phase IV Special Plan and whether it achieves the goals and objectives identified in the previous section. They were similarly vetted with the Steering Committee to ensure a holistic representation of the issues along Phase IV. Throughout the process of developing the Special Plan, the project team used the evaluation criteria during the conceptual site planning phase, as a tool to determine the preferred site plans for each of the sections of the Phase IV area. (This evaluation is available in Appendix C.) These evaluation criteria can also be used during the implementation stages to determine if future development and activation along Phase IV meet the vision, goals, and objectives of the Special Plan.

ACCESS & CONNECTIVITY

- How well does the proposal integrate a new circulation scheme with existing road and pedestrian infrastructure?
- Does the proposal continue the Mariposa Creek Parkway build on Phases I-3?
- Does the proposal comply with or exceed local and state requirements for emergency vehicle access?
- How well does the proposal integrate a secondary and tertiary network of trails?
- Does the development program allocate appropriate area to automobile parking?

ECOLOGY & ENVIRONMENT

- Does the proposal present robust strategies to restore Mariposa Creek and preserve aquatic habitat?
- Is the proposal considering 100-year and 500-year floodplain projections to accommodate for peak rainfall events and flooding hazards?

HOUSING & DEVELOPMENT

- To what extent does the plan incorporate diverse housing options to accommodate various income levels?
- Does the plan incorporate a retail scheme conducive to meeting the needs of the community and to attracting visitors?
- Can open space support both public use and local businesses and allow for expansion and flexibility?

CIVIC LIFE

- Is there a seamless integration of amenities for recreation, gathering and engagement to cater to the Mariposa community?
- Does the proposal contribute to addressing the needs of Mariposa's unhoused community?
- Can public spaces be utilized year-round, both day and night?

CLIMATE HAZARDS

- Does the plan incorporate best practices for wildfire management in new neighborhood design?
- Does the plan work to reduce poor air quality and greenhouse gas emissions?
- Are outdoor spaces for gathering, recreation, and transportation designed to be comfortable and safe during multiple seasons, especially during extreme heat and heavy rain events?

INFRASTRUCTURE

- Does the plan propose an infrastructure plan to accommodate the demand that the new development proposed?
- Are utilities protected from future extreme weather events and are they accessible in an emergency?
- Are the proposed infrastructure improvements “right-sized” for the area and financially feasible to build and maintain?
- Does the plan effectively apply green infrastructure to complement traditional infrastructure services in ecologically sensitive ways?

PLACEKEEPING & PLACEMAKING

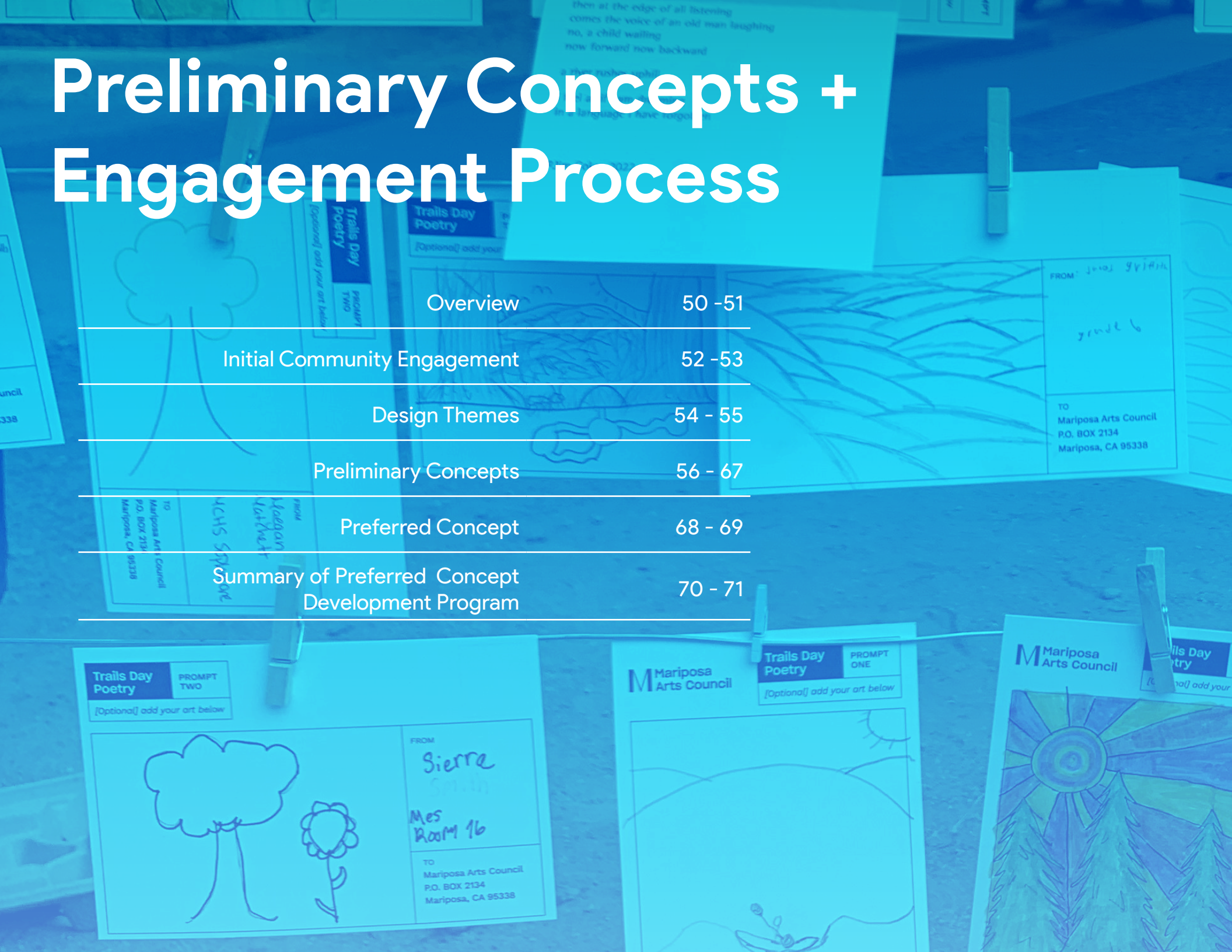
- How does the proposal establish place-keeping strategies?
- Do the project’s placemaking/keeping initiatives align with the recommendations of the Mariposa County Creative Placemaking Strategy?

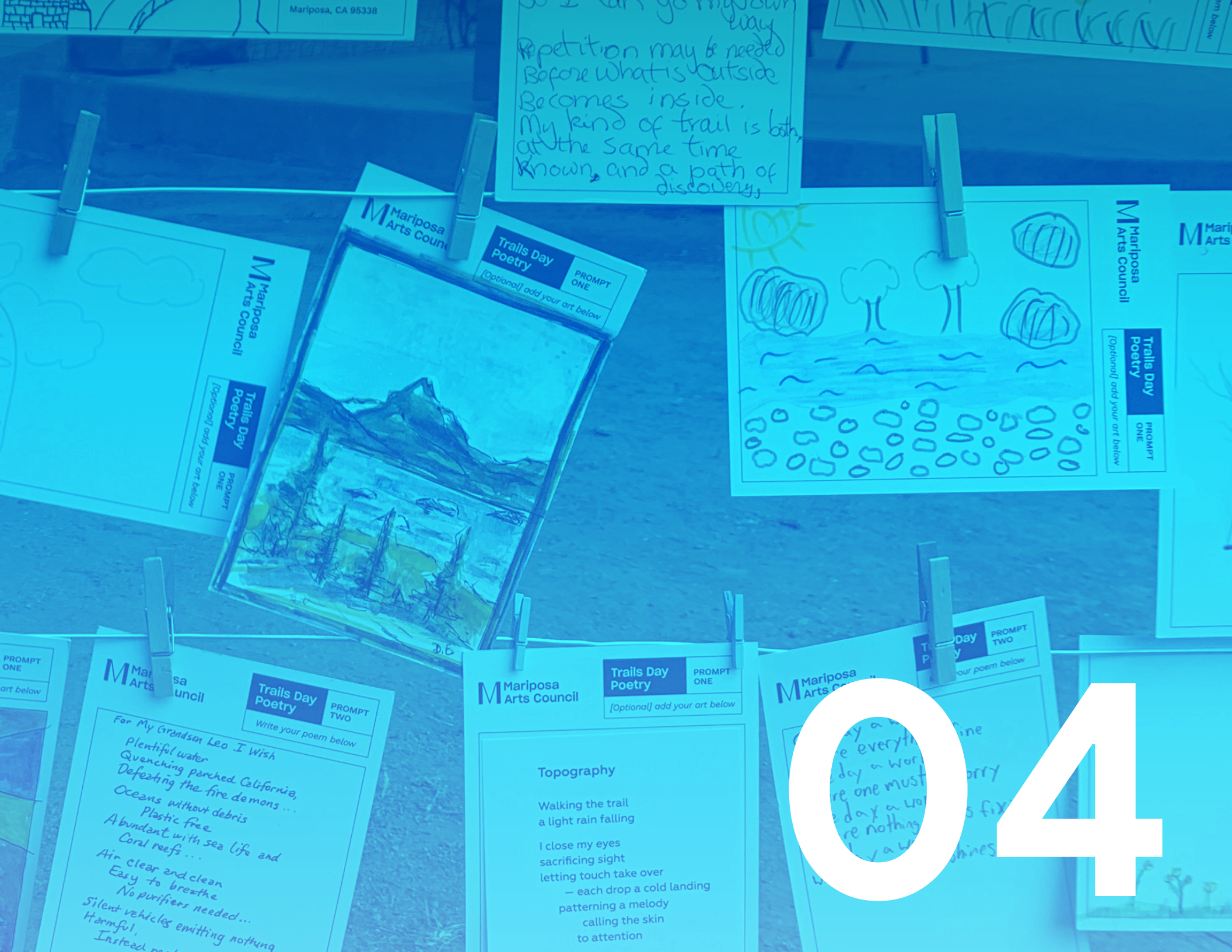
Existing crossing over Mariposa Creek at Idle Wheels, March 2022

> **...It's a great, beautiful property and I can't wait to take my kids on a bike ride through town!**
> *- Survey Respondent, June 2022*

Preliminary Concepts + Engagement Process

Overview	50 -51
Initial Community Engagement	52 -53
Design Themes	54 - 55
Preliminary Concepts	56 - 67
Preferred Concept	68 - 69
Summary of Preferred Concept Development Program	70 - 71




Mariposa Arts Council
Trails Day Poetry
PROMPT ONE
[Optional] add your art below
PROMPT TWO
Write your poem below
Topography
Walking the trail
a light rain falling
I close my eyes
sacrificing sight
letting touch take over
— each drop a cold landing
patterning a melody
calling the skin
to attention
For My Grandson Leo I Wish
Plentiful water
Quenching Parched California,
Defeating the fire demons . . .
Oceans without debris
Plastic free
Abundant with sea life and
Coral reefs . . .
Air clear and clean
Easy to breathe
No purifiers needed . . .
Silent vehicles emitting nothing
Harmful,
Instead
Repetition may be needed
Before What is Outside
Becomes inside.
My kind of trail is both,
at the same time
Known, and a path of
discovery.
04

OVERVIEW

Engaging the community early in the process offered insight to the range of desired programming along the Phase IV study area. Interests spanned from destination activities to more housing options to maintaining ecological integrity, and generally aligned with the project's vision statement, goals, and objectives. Given this initial feedback and knowledge of the existing conditions, opportunities, and constraints in the study area, the project team created preliminary concepts for the two developable areas at the northern and southern segments.

An initial slope analysis of the 185 acres in the study area identified the developable areas with less than 20% slope that are adjacent to the Phase IV alignment. This resulted in about 11 acres at the northern segment and about 9 acres at the southern segment, which were considered for potential development uses in the preliminary concepts.

The goal of these preliminary concepts was to continue to gauge community priorities and work toward a preferred concept that captures these priorities and reflects the best use of the site given any external factors.

Members of the Phase IV Steering Committee walk with members of the project team to assess existing conditions during the first site visit (for this project effort) in March 2022

> **...I like the idea of primary and secondary (and perhaps even tertiary) trails. It's more fun when there are things to explore, and you can't see everything at once.....**
> *- Survey Respondent, June 2022*

INITIAL COMMUNITY ENGAGEMENT

Following a site visit in March 2022, where County staff met with the project team to do an initial site walk and meet with key stakeholders, the project team held the first community engagement event at Trails Day in June 2022.

Trails day engagement included a booth with information about the Phase IV project, posters showing example imagery of the potential development along the Phase IV area, and allowed for opportunities for the community to provide input about what they would like to see in future development.

As a follow up to Trails Day 2022, the project team released a survey that asked the community similar questions to those asked at the Trails Day booth. The purpose of this survey was to reach a wider range of community members, especially those who did not attend Trails Day. Full results of the survey are provided in Appendix D. The project team took the community's direction for the preliminary concepts for the developable areas along Phase IV. Community members expressed a desire for a mix of styles of development and types of houses. Preferences for housing included lower to medium density housing types, including cottage clusters, duplexes, townhouses, and quadplexes. Community members also expressed interest in opportunities for commercial uses including office space, retail, and civic uses.

The project team hosted an information booth at Trails Day 2022, where community members provided input on their hopes and dreams for Phase IV. This information and a survey (to gather further input) were also available online after Trails Day.

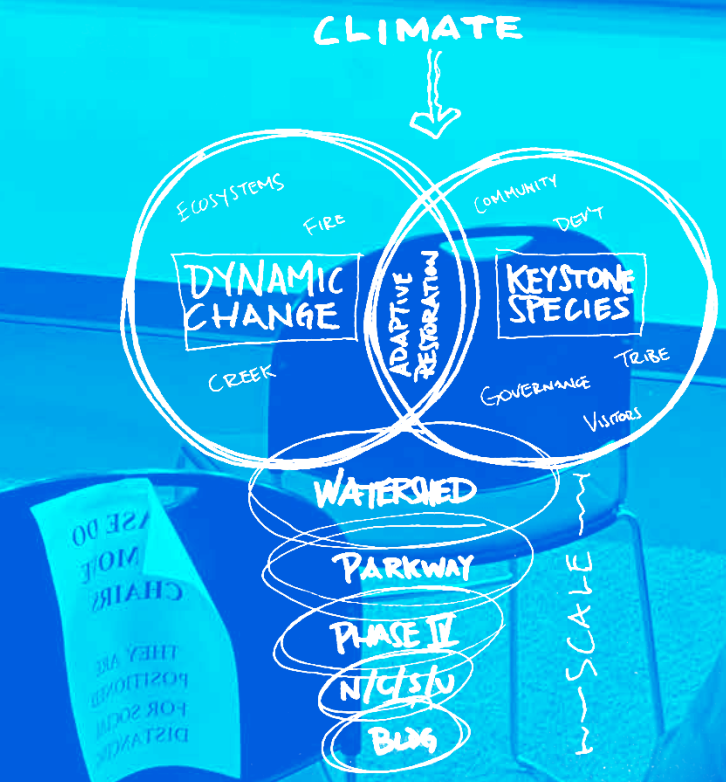
"...I'm so glad to see this project moving forward. Mariposa is in dire need of more pedestrian-friendly development for local people and visitors alike...."

- Survey Respondent, June 2022

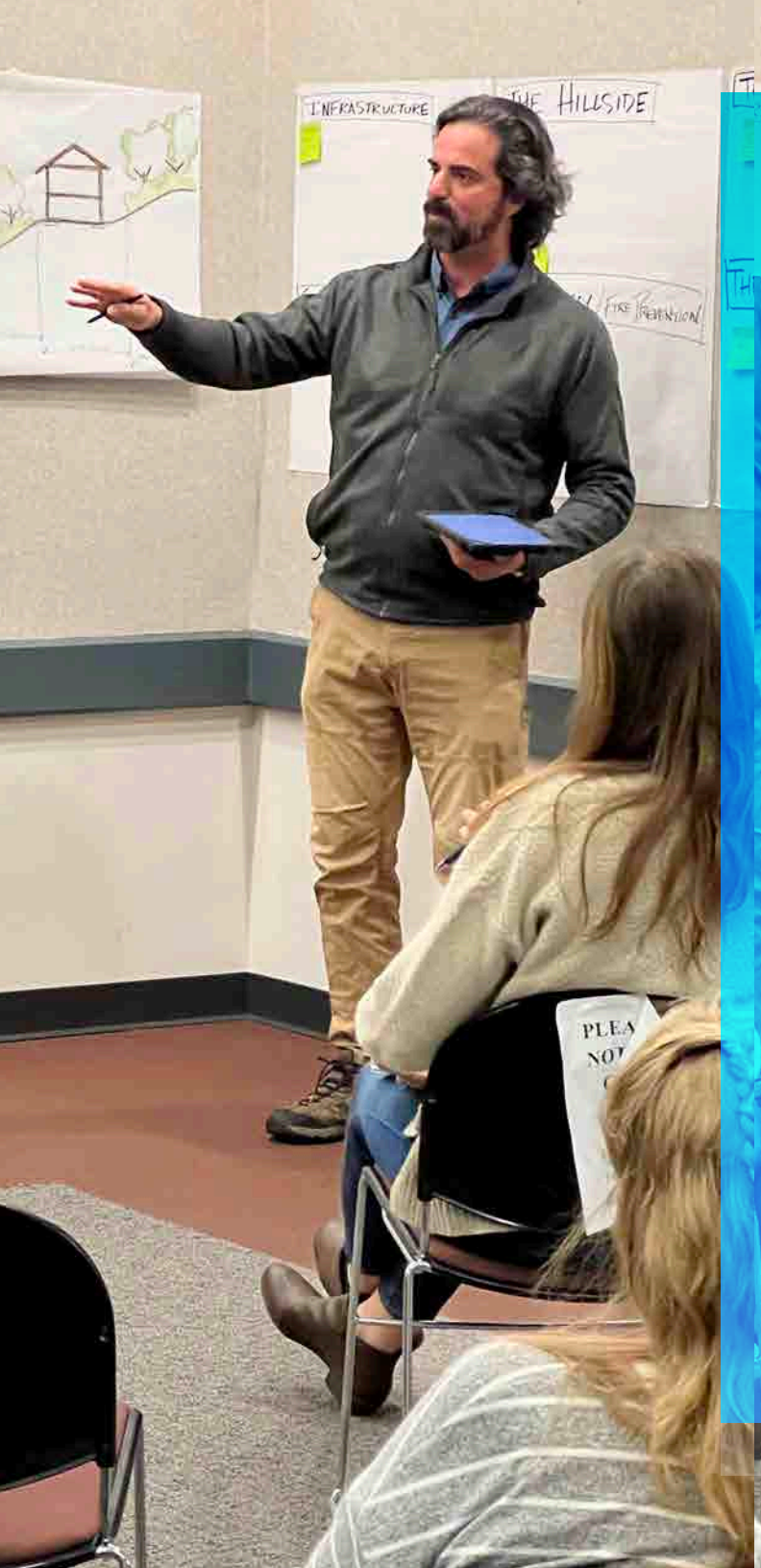
DESIGN THEMES

As a result of the initial community engagement, the project team presented three design themes to the Steering Committee that reflected the community's direction for the developable areas along the Phase IV area.

With the Steering Committee's input to continue pursuing these design themes, the project team developed preliminary concepts that reflect potential development programs for the northern and southern segments along Phase IV, according to each theme.



Steering Committee workshop, March 2022



RURAL MARIPOSA:

"Mariposa would greatly benefit from places to recreate outdoors. Light mountain bike trails, small climbing (bouldering) pods, all intertwined with hiking/ running trails. This would greatly add to Mariposa as a destination town, instead of a bedroom community for Yosemite."

ECOLOGICAL INTEGRITY:

"This project walks the line between satisfying community needs, and protecting natural resources. It will be a delicate and challenging balance but with the right plan and the right contractors I believe it can be done!"

DESTINATION MARIPOSA:

"... let's keep it rustic and rural. Those who live here and visitors alike come to escape the cities and urban environments. I like the secondary trail network idea, the wayfinding signage, and the educational element."

PRELIMINARY CONCEPTS

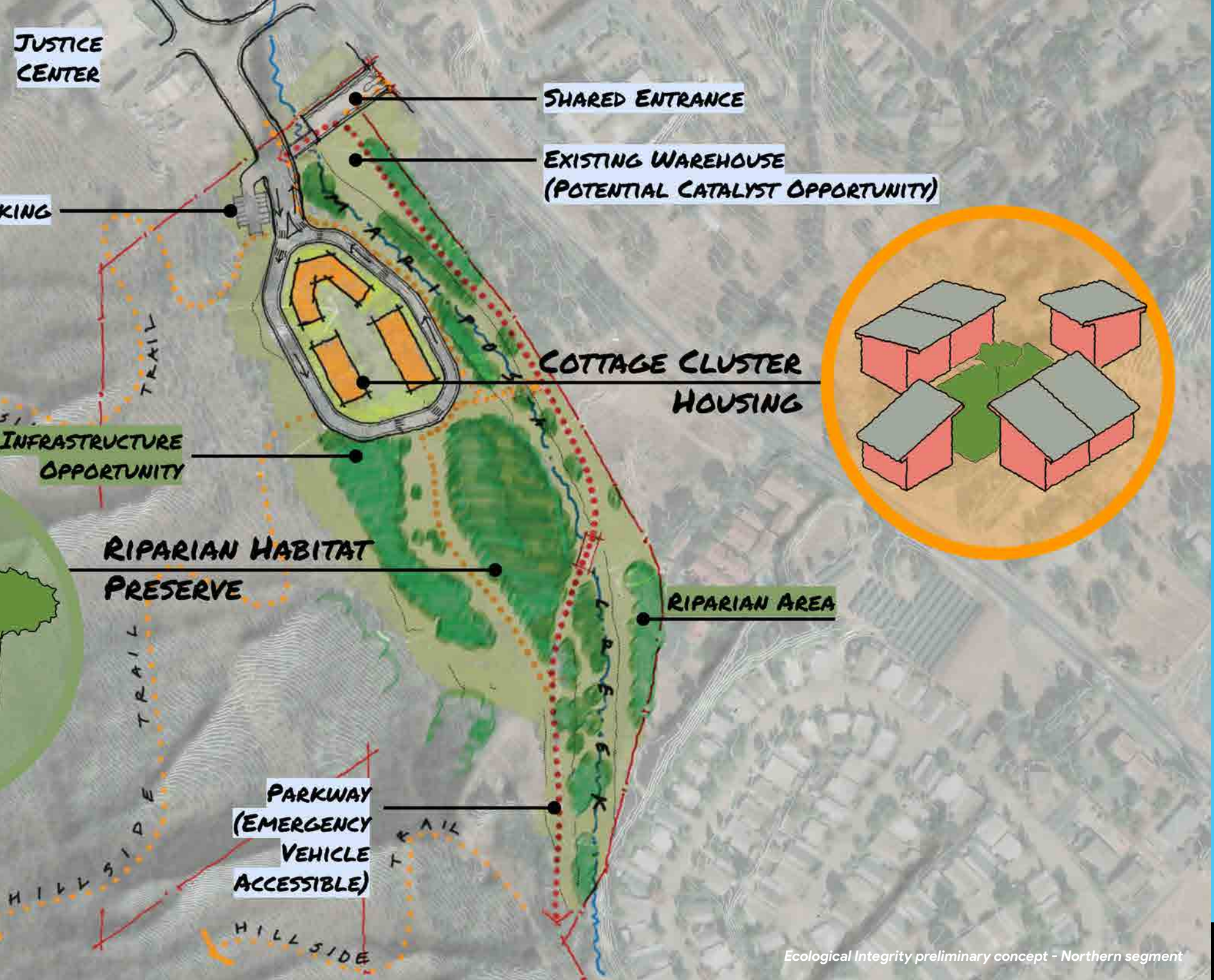
ECOLOGICAL INTEGRITY:
NORTHERN SEGMENT

This theme explored the potential to maximize opportunities for ecological restoration of the creek bed and riparian areas along Phase IV of the Parkway. Residential development (a consideration for all three design themes) was clustered at the northern and southern ends of Phase IV, near existing infrastructure.

First Creek Park - Denver, CO

San Louis Obispo Creek Park, San Louis Obispo, CA

Marine Education Center - Ocean Springs, MS



Ecological Integrity preliminary concept - Northern segment

PRELIMINARY CONCEPTS

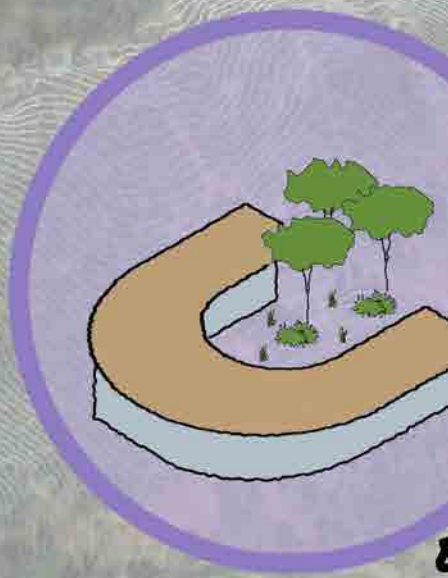
ECOLOGICAL INTEGRITY:
SOUTHERN SEGMENT

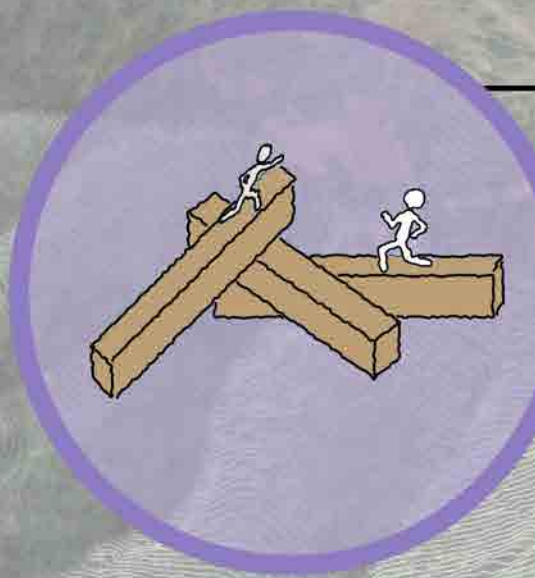
The southern segment included a conceptual plan for an outdoor education center, which could provide flexible space for environmental education programming, restoration tool storage, and outdoor gathering spaces.

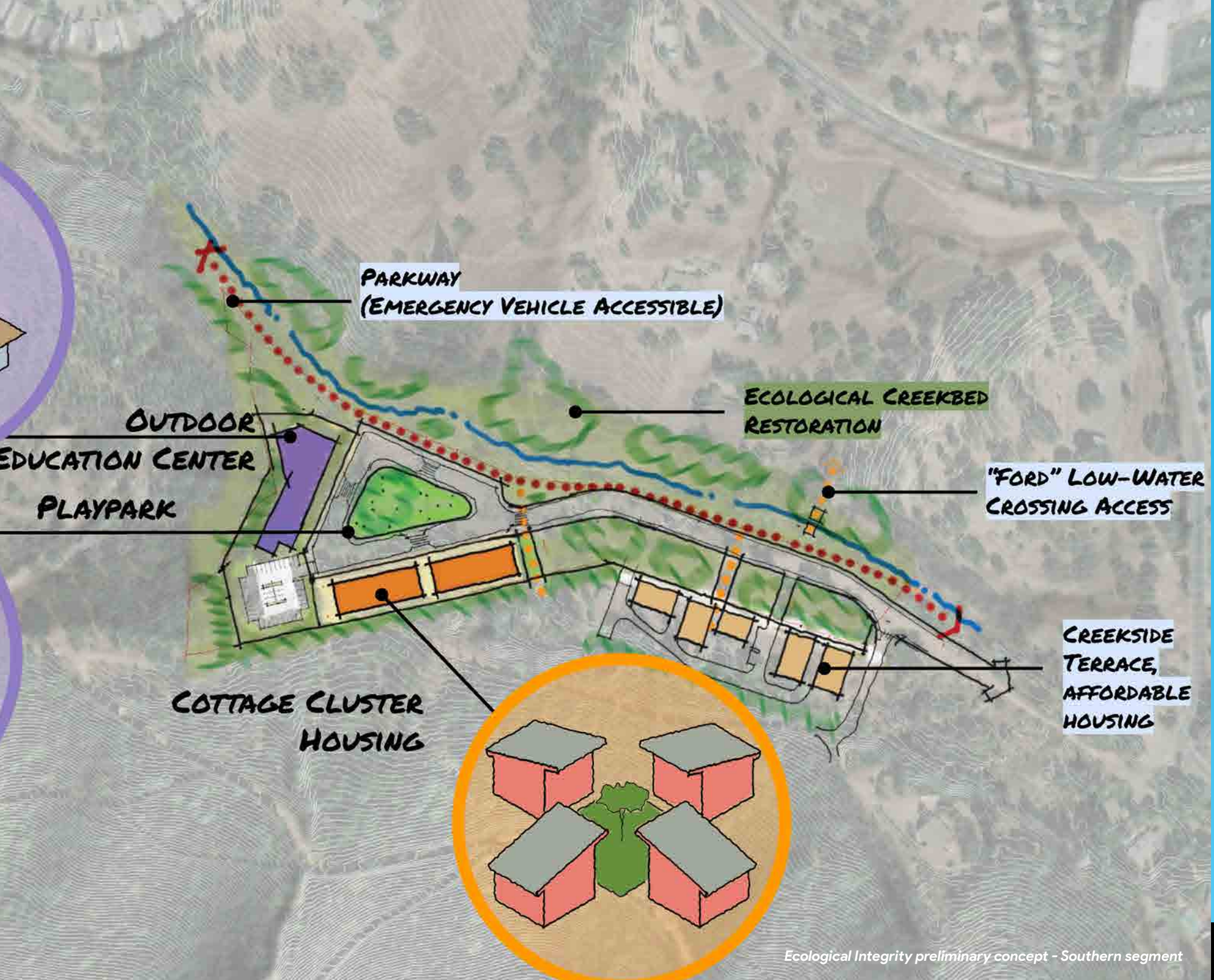
San Louis Obispo Creek Park, San Louis Obispo, CA

Mad River Trail - Miami Valley, OH

Harbin Cultural Center -, Harbin, China







Ecological Integrity preliminary concept - Southern segment

PRELIMINARY CONCEPTS

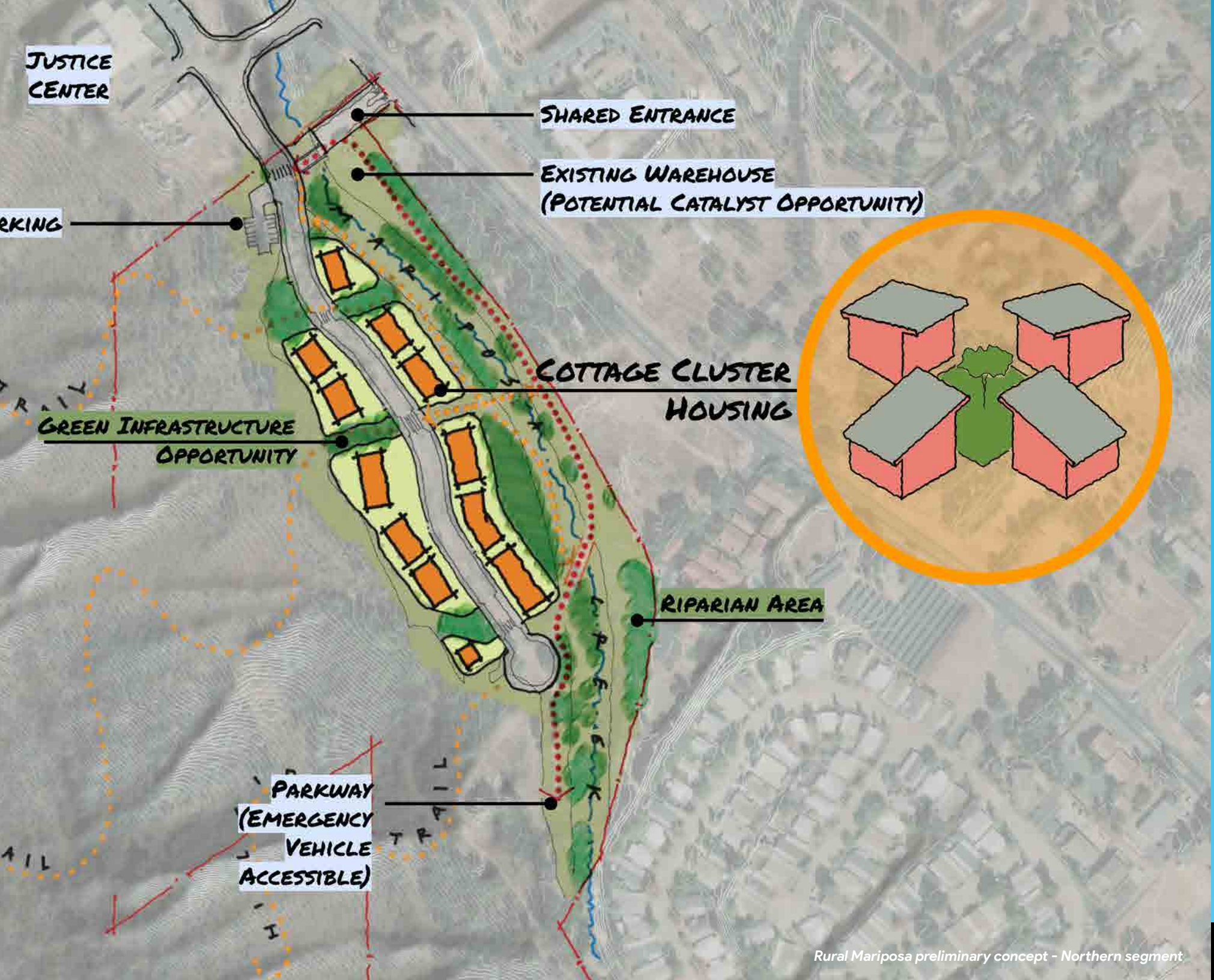
RURAL MARIPOSA:
NORTHERN SEGMENT

A key outcome of the initial community engagement process was a desire for more housing options for Mariposa residents. Both the northern and southern segments in this design theme included residential development and adjacent open space for residents and Parkway users. This preliminary concept included rural residential or cottage cluster housing types, but opened the conversation to later explore the capacity for a range of housing types.

Student Townhomes - Oakland, CA

Two Story Apartment Complex – Somerset, NJ

Manufactured Homes - Houston, TX



Rural Mariposa preliminary concept - Northern segment

PRELIMINARY CONCEPTS

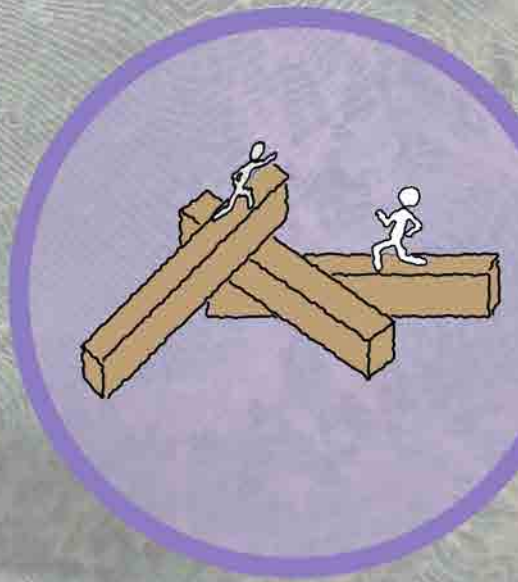
RURAL MARIPOSA:
SOUTHERN SEGMENT

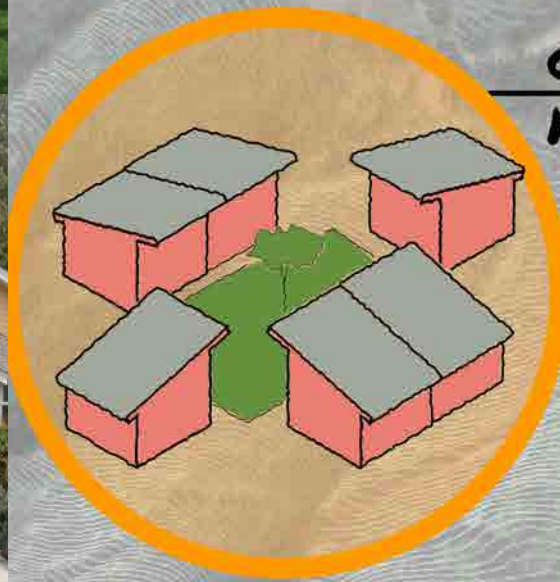
The southern segment concept for the Rural Mariposa theme included a playpark as a focal point of the housing development and offered a landing point for Parkway users as they enter or exit the Phase IV area.

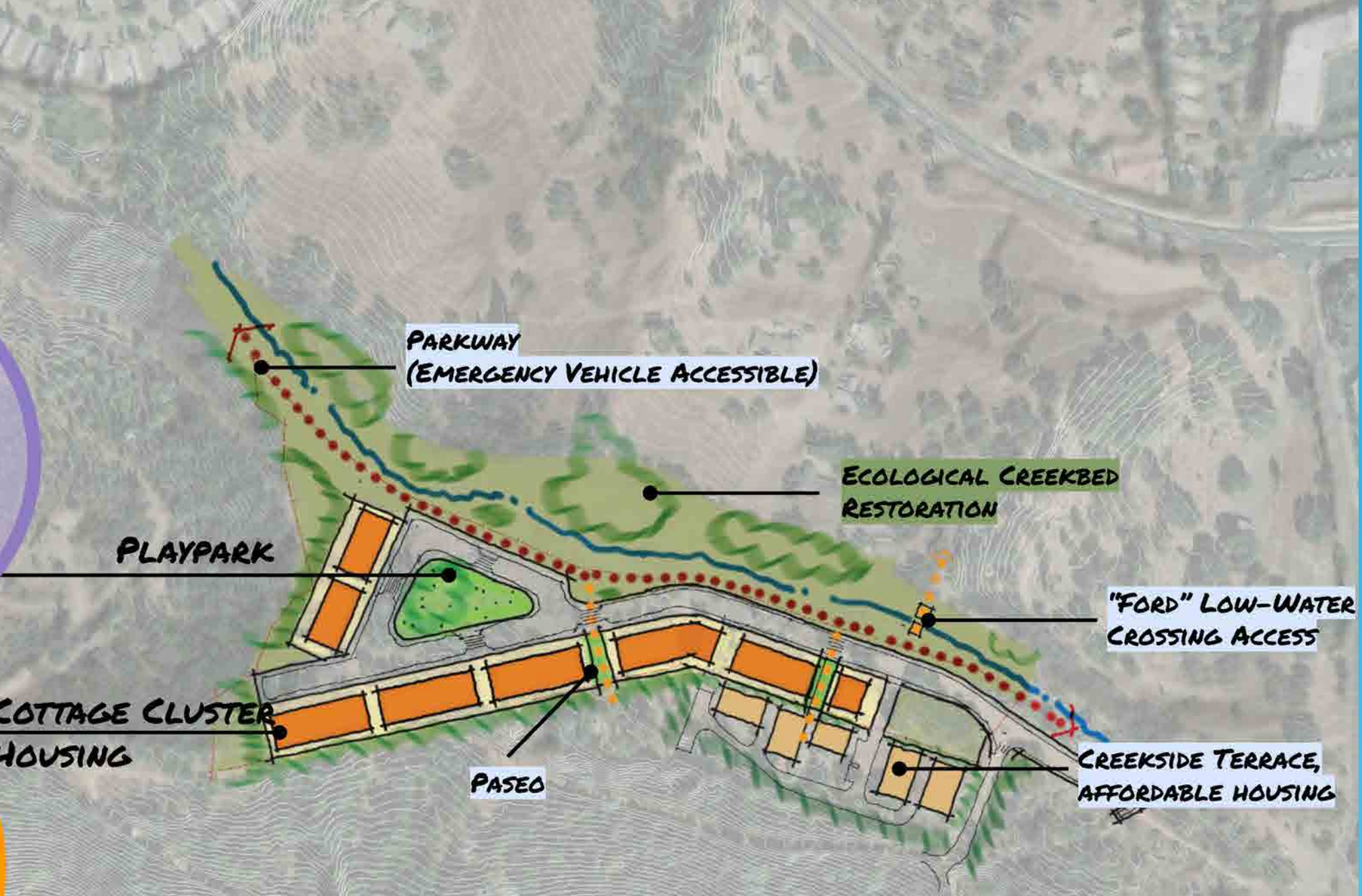
Broadmoor Wildlife Sanctuary - Natick, MA

Cully Grove - Portland, OR

Greenwood Avenue Cottages - Shoreline, WA







Rural Mariposa preliminary concept - Southern segment

PRELIMINARY CONCEPTS

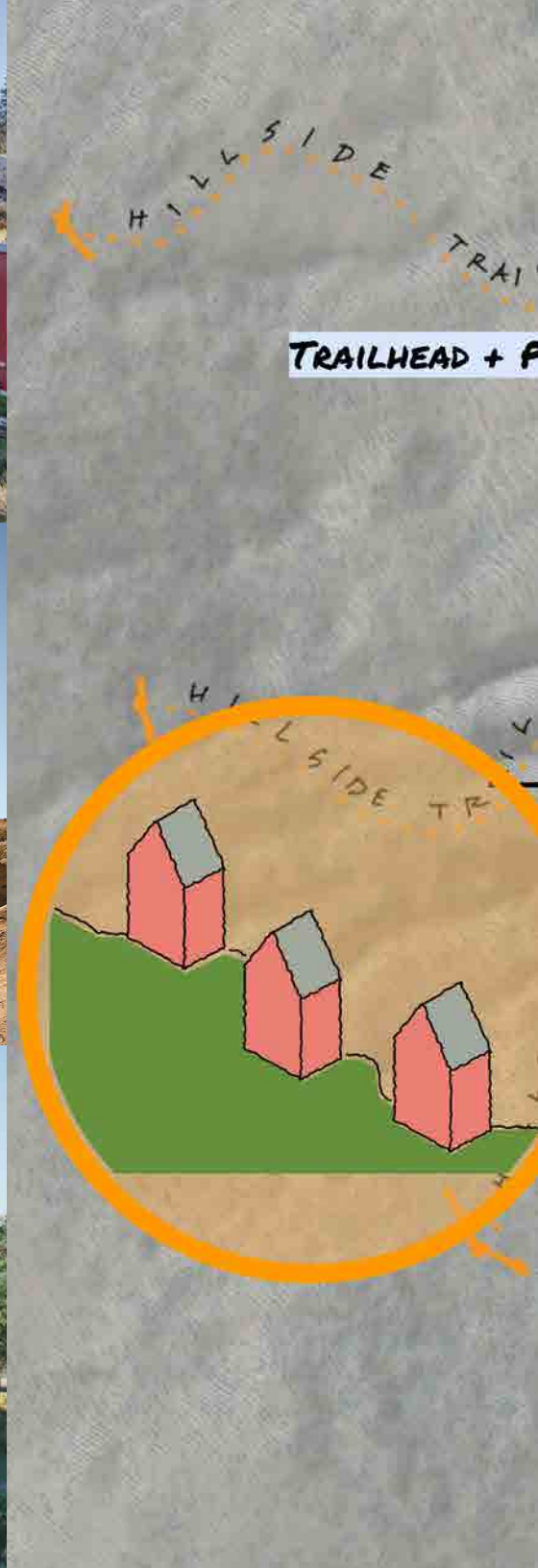
DESTINATION MARIPOSA:
NORTHERN SEGMENT

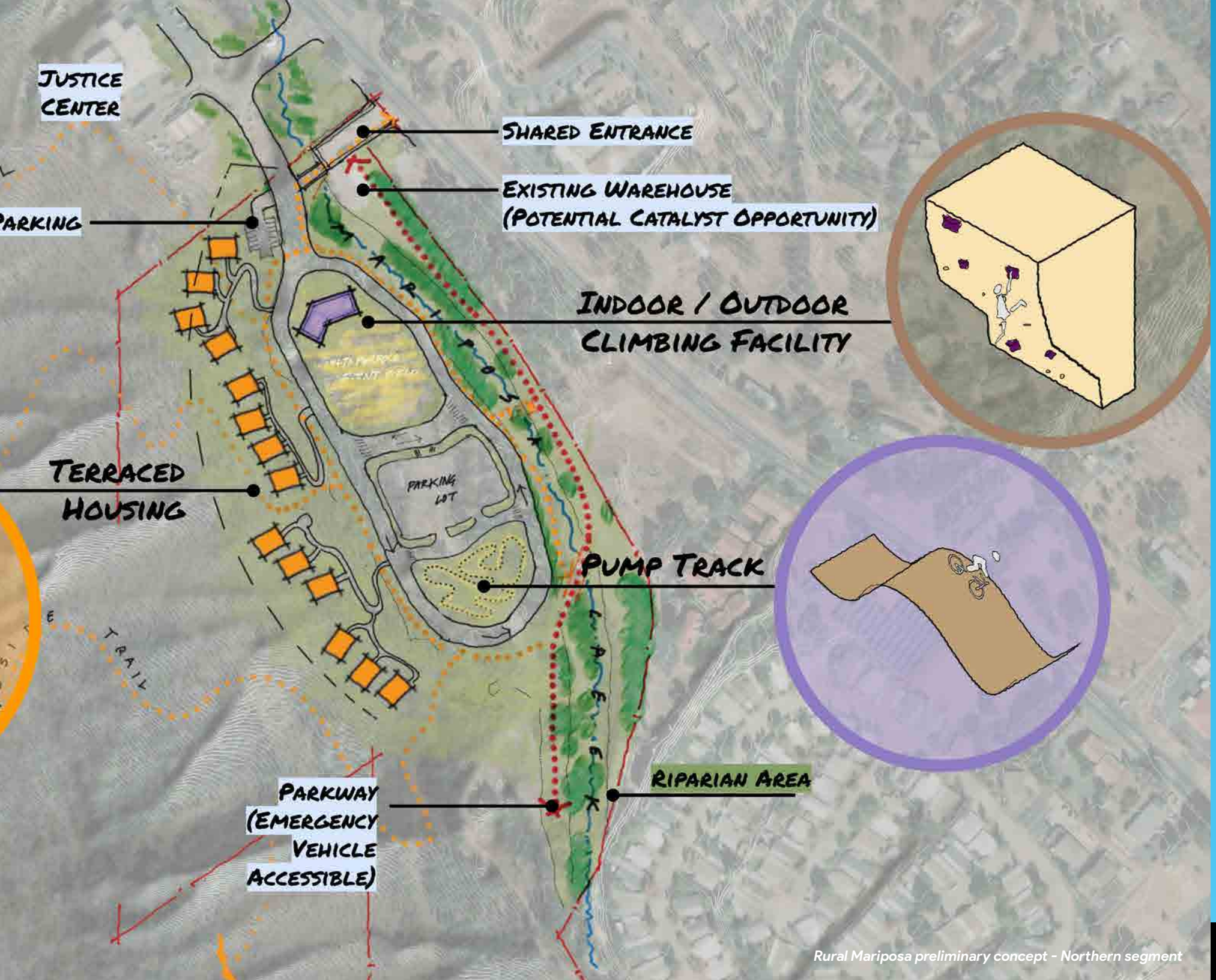
As the northern terminus for the Mariposa Creek Parkway, Phase IV presents an opportunity as a destination, especially for residents and visitors of Mariposa traveling along Highway 49. Using ideas for potential destinations from the initial community engagement, this design theme included space for an indoor/outdoor climbing facility and pump track at the northern segment and cottage cluster housing.

Mosier Creek Place - Mosier, OR

Trek Bike Park - Santa Clarita, CA

Shawnee Outdoor Learning Center - Louisville, KY





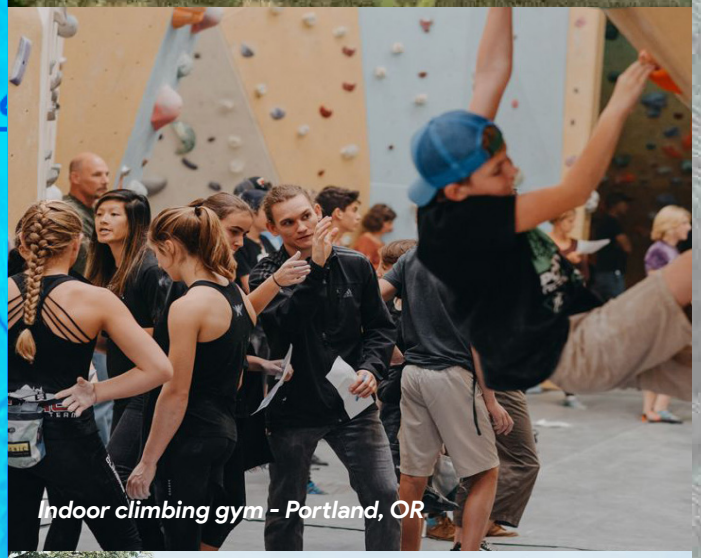
Rural Mariposa preliminary concept - Northern segment

PRELIMINARY CONCEPTS

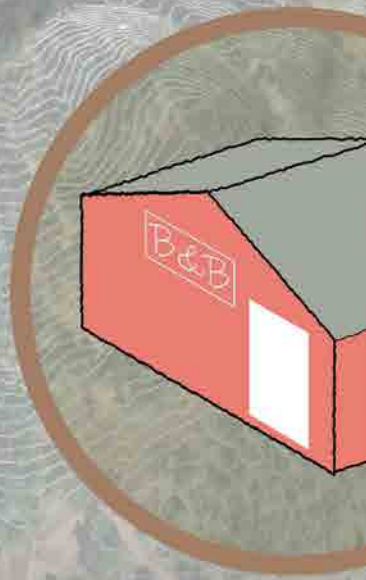
DESTINATION MARIPOSA:
SOUTHERN SEGMENT

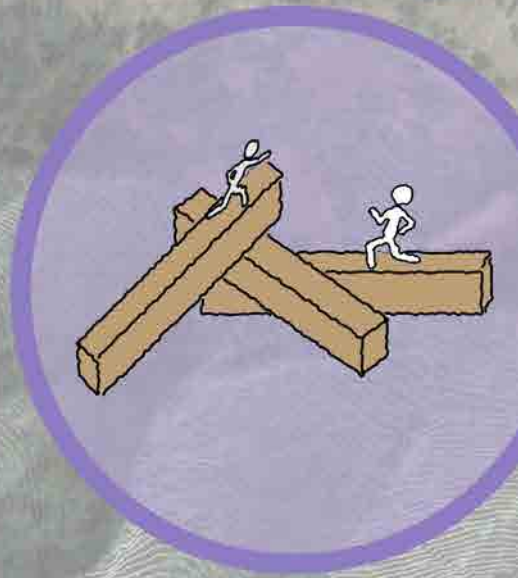
The southern segment of the Destination Mariposa theme included a small bed and breakfast and playpark. In addition to these commercial uses, both the northern and southern segments included cottage cluster housing in the remaining developable area.

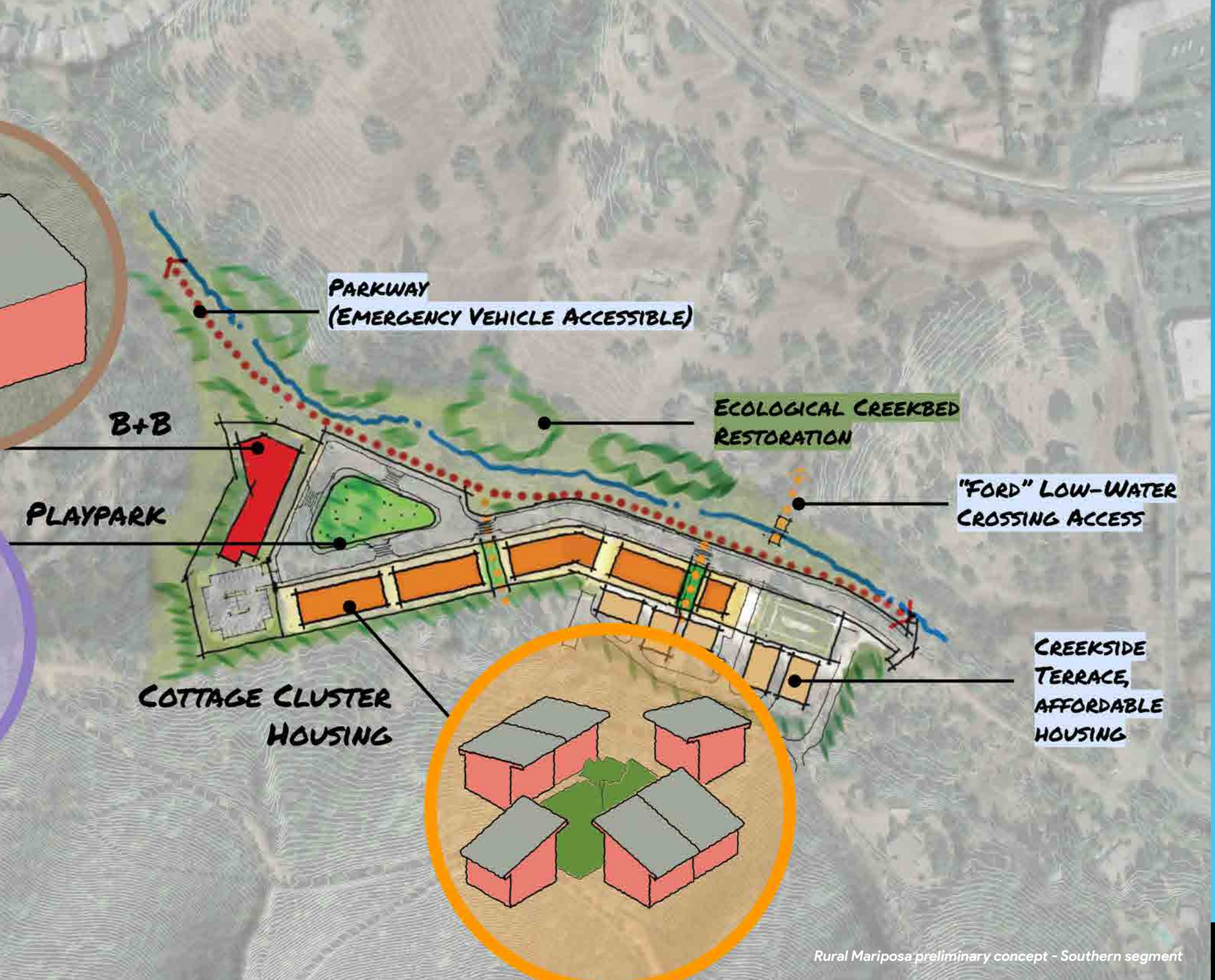
First Creek Park - Denver, CO


Indoor climbing gym - Portland, OR

Shawnee Outdoor Learning Center - Louisville, KY







Rural Mariposa preliminary concept - Southern segment

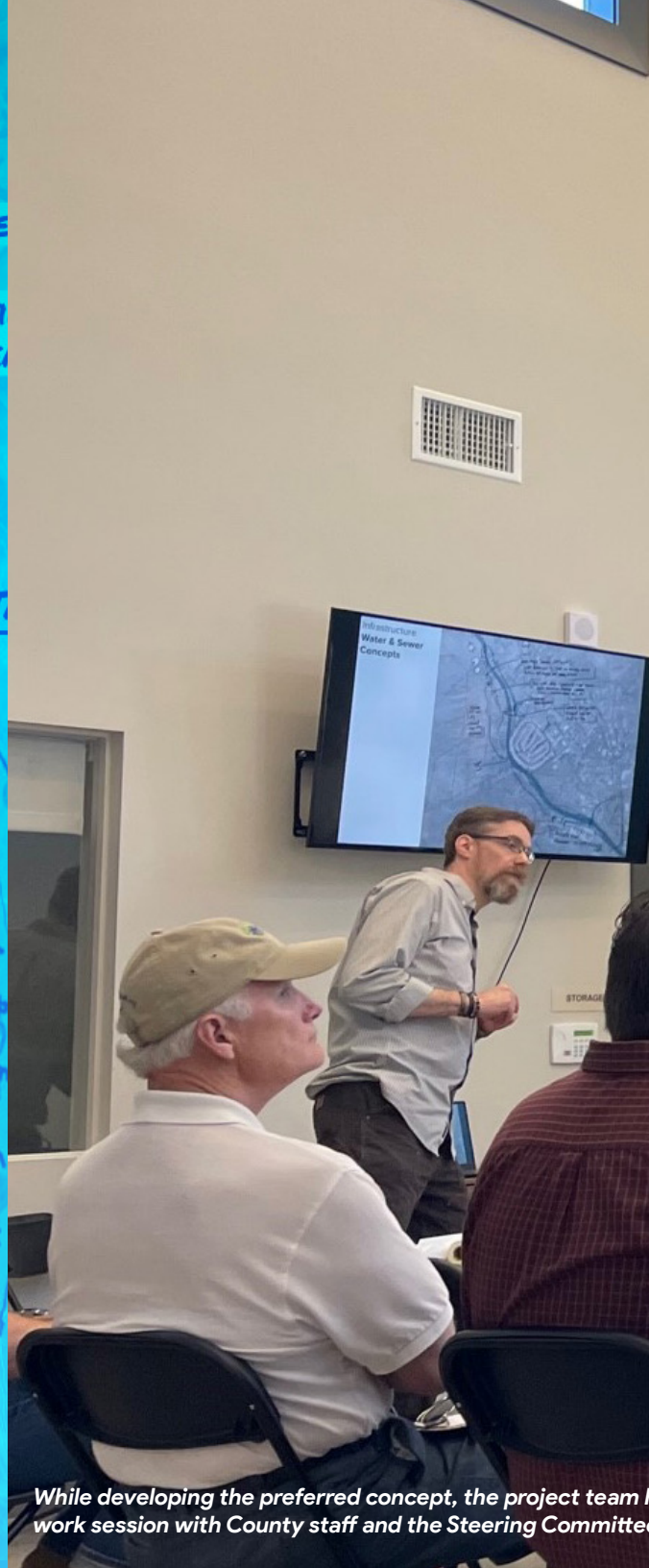
PREFERRED CONCEPT

The project team presented the preliminary concepts at another community engagement event in January 2023. Community members provided feedback on the programming elements they liked or did not like in each design theme and conceptual diagram for the northern and southern segments. The project team also released a second survey that provided an overview of the themes and preliminary conceptual diagrams for the development program.

A summary of the direction received from these two engagement efforts is provided below:

- Include housing of varying types/densities and at all income levels.
- Consider more uses than just housing, a mix of uses that complement residential and recreational uses.
- Exclude short-term rentals or additional lodging in this area (Brown Bear development will provide sufficient lodging options.)
- Pursue the ecological integrity theme, focusing on areas for native plantings, mitigating any development adjacent to the natural areas.
- Provide an accessible playpark with a range of activities, some of which could be incorporated along the Parkway instead.
- Plan for simple amenities at the trailhead and parking area, including flush toilets and water filling station.
- Consider a future location for a climbing facility and pump track elsewhere in Mariposa; this use is desired by the community, but not along Phase IV.
- Develop the idea for the outdoor education center further; consider elements of a recreation center, resilience center, or hub for non-profit offices that relate to the Parkway.

Given this feedback, and considerations for external processes occurring at the same time as the Phase IV planning, a preferred concept was selected. The project team also completed an alternatives analysis to evaluate the design themes according to the evaluation criteria set at the beginning of the project, provided in Appendix C. The development program proposed for each segment is briefly described below. The next chapter provides the detailed Preferred Site Plan for Phase IV.



While developing the preferred concept, the project team h
work session with County staff and the Steering Committe

> **...For locals and tourists. This should not feel like town but away from town, though close. You should hear the creek! Be able to sit quietly in places. This expands the town but not its bustle or parking. Feet before wheels....**
>
> *- Survey Respondent, June 2022*

held an in-person e in May 2023.

SUMMARY OF PREFERRED CONCEPT DEVELOPMENT PROGRAM

Universal elements along the Phase IV area include:

- Emergency Accessible Parkway
- Secondary and Tertiary Trails
- Green Infrastructure

The **Northern Segment** will include the following key elements:

- Trailhead
- Warehouse Building Reuse
- Stormwater Retention Park

The **Southern Segment** will include the following key elements:

- Housing
- Innovation Hub (The Hatchery)
- Park and Open Space

The following elements were considered in the conceptual planning phase, but were not included in the preferred concept. The rationale for these decisions is described below:

Housing on the Northern Site. Preliminary concepts included potential for housing on both developable areas as a response to the need for a diverse set of housing types in Mariposa. While the northern site appears to have a significant amount of developable land, it is physically constrained by steep hillsides from multiple directions and unstable soil in the upper "bench" of the site. From an infrastructure perspective, development would be limited to Fire Safe standards for dead end road lengths, which limits how far into the site development could occur, as the only access point would be via a road connecting to Highway 49. Lastly, the future development of the Justice Center adjacent to the northern site will result in some of the development taking up space on the site. The adjacency of uses would not be compatible. The project team and the Steering Committee explored many options for housing on the northern site before deciding to concentrate housing at the southern segment.

Terraced Housing. The project team explored the potential of terraced housing above the northern site. In addition to likely (and costly) infrastructure challenges, it was determined to be not compatible with the plans for the adjacent Justice Center development.

Other land uses. The project team explored a range of potential uses based on initial input from the steering committee and community members. These included a climbing facility, pump track, and a bed and breakfast. While some community members liked the idea of a climbing facility and pump track, others did not want to see this level of development in this area or the level of traffic it would attract to the area. Instead, it was determined that these facilities would be better located in a more accessible and central location in Mariposa to be successful. Additionally, community members did not see this area as an opportunity to add more lodging, even small accommodations such as a bed and breakfast. Considering other commercial uses (e.g., small retail shops), the flexibility at the warehouse site and The Hatchery may provide opportunities for small retail ventures, including temporary/seasonal ones.

Aerial view of the Phase IV alignment and construction of Creekside Terrace in March 2022

Preferred Site Plan

Preferred Site Plan Overview	74 - 75
Northern Segment	76 - 85
Central Segment	86 - 87
Southern Segment	88 - 97

05

PREFERRED SITE PLAN OVERVIEW

The Preferred Site Plan documents the outcome of the decision-making process described in the previous chapter. A reflection of community input, stakeholder perspectives, and external constraints, the Preferred Site Plan completes the Mariposa Creek Parkway with a specific vision for the Phase IV area. The following pages detail plans for the three Phase IV segments (northern, central, and southern). The development program, connectivity, infrastructure, and open spaces are key components of each segment. Development feasibility and conceptual renderings are also provided for key catalyst sites—the warehouse building reuse in the north and The Hatchery in the south.

The following sections provide the site plans for each segment of Phase IV, which include the key programming elements listed on this page and the map on the opposite page.

NORTHERN SEGMENT

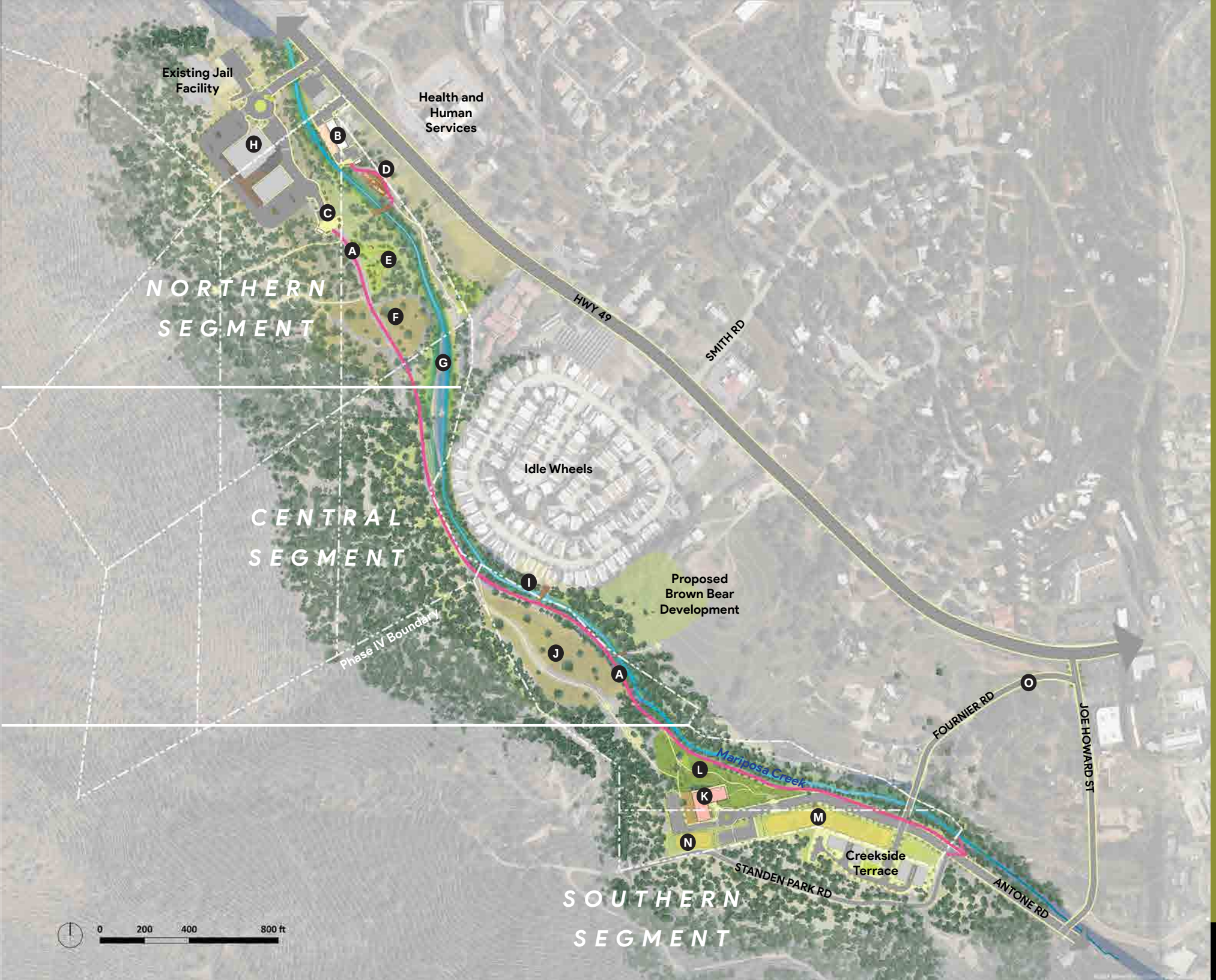
- A PARKWAY
- B REFURBISHED WAREHOUSE + TRAILHEAD
- C TRAILHEAD (AT THE JUSTICE CENTER)
- D PLAYGROUND
- E NATIVE GARDEN
- F OAK WOODLAND
- G STORMWATER RETENTION PARK
- H FUTURE JUSTICE CENTER

CENTRAL SEGMENT

- I TRAIL ACCESS VIA BROWN BEAR
- J OAK WOODLAND

SOUTHERN SEGMENT

- K THE HATCHERY
- L PARK / OPEN SPACE
- M FLEX HOUSING
- N SINGLE FAMILY HOUSING
- O FOURNIER ROAD IMPROVEMENTS


Existing Jail Facility
Health and Human Services
NORTHERN SEGMENT
CENTRAL SEGMENT
SOUTHERN SEGMENT
HWY 49
SMITH RD
Idle Wheels
Proposed Brown Bear Development
Phase IV Boundary
Mariposa Creek
FOURNIER RD
JOE HOWARD ST
STANDEN PARK RD
ANTONE RD
Creekside Terrace
A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
0
200
400
800 ft

NORTHERN SEGMENT

The Northern Segment includes the northern terminus of the Mariposa Creek Parkway and will provide two access points from Highway 49 for residents and visitors alike to enjoy recreation opportunities. Augmenting the Parkway will be a playpark and native garden, a stormwater retention park, opportunities for art and interpretive signage, and side trails for further adventuring. The segment will also include a civic-focused commercial hub for small businesses (i.e., makers and retail) within a renovated, County-owned warehouse.

The topography of the Northern Segment on the west side of Mariposa Creek is divided into four levels or "benches." The future Justice Center building will be developed on the upper bench, the trailhead parking area and picnic area will be located on the middle bench, and the native garden will be on the lower bench. Finally, the Oak Woodland and Stormwater Park will sit below these three benches at creek level.

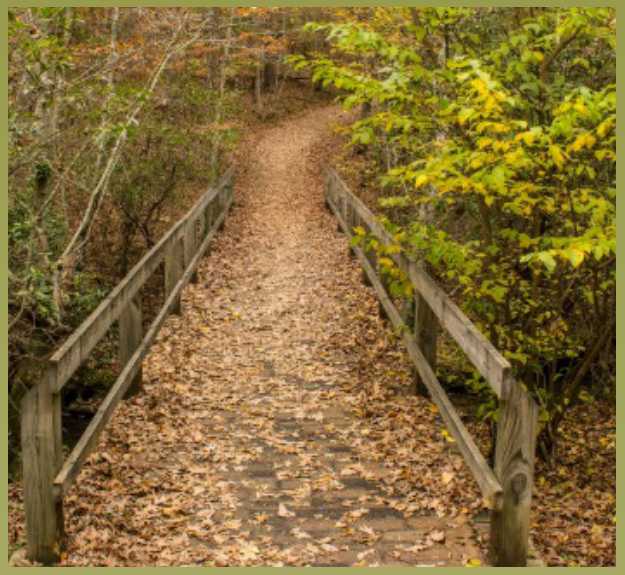
PARKWAY + TRAIL ACCESS POINTS

N1 N2 N8 N12

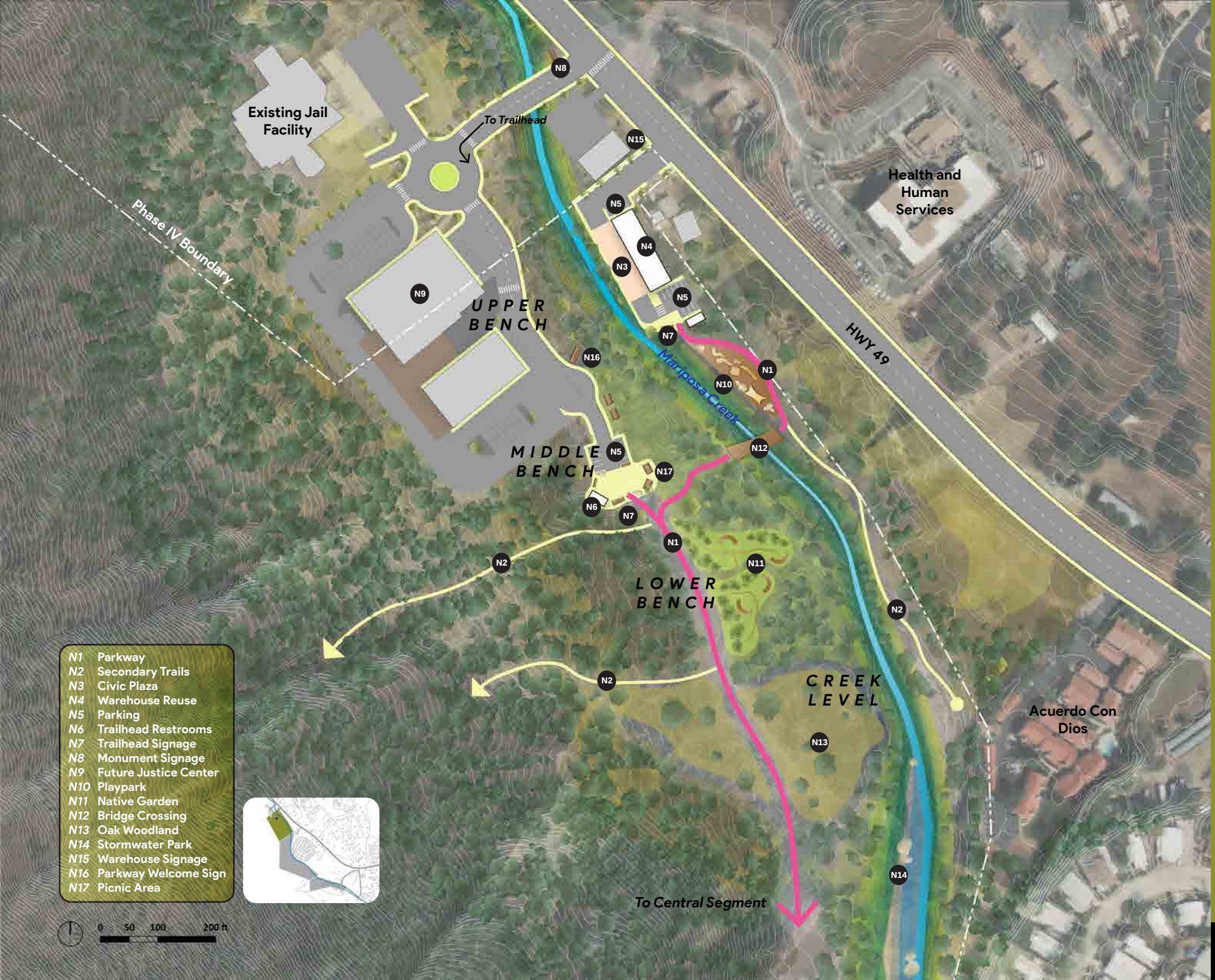
The northern terminus of the Parkway will have two access points—on the east side of Mariposa Creek at the refurbished warehouse and south of the future Justice Center on the west side of the Creek. These two extensions of the Parkway will eventually meet on the west side of the Creek via a bridge crossing near the middle bench. An analysis of the potential location of the bridge will be part of the implementation of the Phase IV Special Plan.

In addition to the Parkway itself, the Northern Segment will feature optional side trails for additional recreational opportunities. One such trail will continue from the Warehouse site, through the woods along the northern bank of Mariposa Creek—eventually providing an informal access to the creek itself. Other trails will depart from the Parkway south of the Justice Center, heading up the slopes and providing for rigorous climbs and wonderful views of the town of Mariposa and the surrounding valley.

Minutemen Bikeway - Boston, MA



Fall Creek Hiking Trail - Fall Creek Falls State Park, TN


Existing Jail Facility
To Trailhead
Phase IV Boundary
Health and Human Services
HWY 49
Mariposa Creek
UPPER BENCH
MIDDLE BENCH
LOWER BENCH
CREEK LEVEL
Acuerdo Con Dios
To Central Segment
N1 Parkway
N2 Secondary Trails
N3 Civic Plaza
N4 Warehouse Reuse
N5 Parking
N6 Trailhead Restrooms
N7 Trailhead Signage
N8 Monument Signage
N9 Future Justice Center
N10 Playpark
N11 Native Garden
N12 Bridge Crossing
N13 Oak Woodland
N14 Stormwater Park
N15 Warehouse Signage
N16 Parkway Welcome Sign
N17 Picnic Area
0 50 100 200 ft

NORTHERN SEGMENT

JUSTICE CENTER TRAILHEAD

N1 N5 N6 N7 N16 N17

One of the two northern trailheads will be located on the west side of the creek and will be accessed from Highway 49 via the entry road for the existing County Jail facility and the proposed Justice Center.

Users will be greeted by a sign at the entrance from the highway, and will be directed to the Mariposa Creek Parkway trailhead just south and slightly downhill from the Justice Center. There, they will find a small, dedicated parking lot, public restrooms, picnic area, and trailhead signage (with a map and interpretive materials)

Trailhead restroom- Richmond, VA

Trailhead picnic area - Beaverton, OR

Intersection of trails at Boulder's Downtown Civic Park - Boulder, CO

NORTHERN SEGMENT

NATIVE GARDEN

N11

Shortly after the west and east side extensions of the Parkway meet downstream, users will find a quieter section of the Northern Segment, with native plantings and landscaping. Secondary trails off of the Parkway will offer opportunities to explore and/or rest on benches located throughout the garden.

OAK WOODLAND

N13

As the Parkway user continues downstream, they will reach the creek-level Oak Woodland Preserve. This area, in combination with the Stormwater Retention Park, will help to meet the County's restoration goals for the creek and its environs and will offer a more resilient landscape to withstand future hazards.

STORMWATER RETENTION PARK

N14

The lowest portion of the northern site will become a stormwater retention area, allowing the creek to seasonally expand in higher-flow times of the year. This area will allow public access and act as a park with secondary trails, benches, and interpretive elements that are adaptive to changes in stormwater.

Oak Woodland Trail - Descanso Gardens, CA

First Creek Stormwater Park - Denver, CO

Native Garden - Descanso Gardens, CA

Taylor Creek Overlook- Lake Tahoe, CA

NORTHERN SEGMENT

REFURBISHED WAREHOUSE & TRAILHEAD

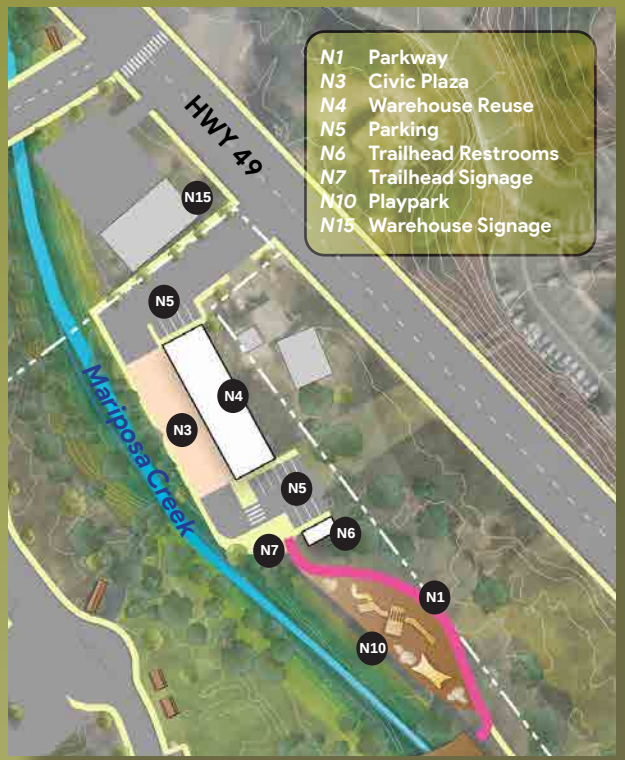
N1 N3 N4 N5 N6 N7 N10 N15

Mariposa County currently owns a commercial warehouse facility on the east side of Mariposa Creek just across Highway 49 from the County's Health & Human Services Agency. As part of the Parkway Phase IV implementation, this facility will be refurbished to allow space for makers and/or other small businesses. One potential tenant could include retail or food and beverage, attracting visitors to the Parkway and providing services for residents and workers nearby. Included with the warehouse renovation will be additional parking and a shared plaza space that prioritizes pedestrians, cyclists, and outdoor gathering spaces while also allowing for vehicular access and deliveries. This plaza will be augmented with furnishings, pedestrian-scale lighting, and/or public art.

The warehouse site will also act as one of the two northern trailheads for the Parkway itself. Parkway users will be able to check the map and interpretive information at a trailhead sign just south of the warehouse facility. They will then be able to follow a branch of the Parkway southeast for a stretch before crossing the creek on a new bridge to join the main branch of the Parkway on the east side. Near the trailhead and restroom, children and families will be pleased to find a nature-based playpark here as well—a great way to begin or end a trip on the Parkway. Nearby workers or other recreation seekers can find exercise equipment for a quick lunchtime workout or supplement their running, walking, or cycling activities along the Parkway. (Note: Users will also be able to explore a side trail before crossing that bridge—taking a short out/back trail that provides informal access to the creek itself further downstream.)

Outpost Playscape - San Francisco, CA

Westmoreland Park - Portland Oregon



View of Warehouse building and Civic Plaza

DEVELOPMENT FEASIBILITY

EPS prepared a static pro forma analysis to test the feasibility of the development scenario at the warehouse site. The static pro forma analysis evaluates the ability of each land use scenario to absorb development costs and identifies whether financial incentives or cross-subsidies may be required to ensure financial viability. (A complete evaluation of the development feasibility and associated assumptions is found in Appendix E)

The two development scenarios studied as part of the warehouse feasibility analysis comprise the adaptive reuse of the 5,600-square-foot warehouse for different uses, site development, 10 surface parking spaces, and backbone infrastructure required to serve intensified development on the site. Scenario 1 analyzes the site for retail use and Scenario 2 as office/flex space.

The findings to the right examine each land use type individually to determine which uses have the potential for feasibility **if backbone infrastructure costs are fully funded.**

- The retail use on the Warehouse Reuse site appears to be potentially feasible. Scenario 1, which redevelops the warehouse site into retail space appears to yield a positive residual land value (RLV) if the infrastructure costs were subsidized.

- Conversely, the office/flex space use appears to be financially infeasible in the current market. Office space would need to obtain rents that are almost 20 percent higher than current rates to achieve a positive RLV of 10 percent[1].

1. The office/flex rents reflect data from CoStar for relatively recently built office/flex space (since 2000) in adjacent jurisdictions. The comparable property details are shown in Table B-6 of Appendix E.

Table 1 - Northern Segment Warehouse Reuse	Scenario #1 Retail	Scenario #2 Office/Flex
Total Estimated Revenue	$1,305,600	$1,152,000
Total Estimated Revenue Including Infrastructure Costs		
Total Estimated Costs	$4,449,723	$4,449,723
Total Residual Land Value	$3,144,123	$3,297,723
As a % of Value	240.8%	286.3%
Feasibility Finding		
Total Costs Excluding Infrastructure Costs		
Total Estimated Costs Excluding Infrastructure	$1,224,442	$1,224,442
Total Residual Land Value Excluding Infrastructure	$81,158	$72,442
As a % of Value	6.2%	6.3%

View of Warehouse buildings to be re-purposed

CENTRAL SEGMENT

Phase IV's Central Segment is focused primarily on recreation and environmental restoration. The Parkway along this stretch generally hugs the creek, offering users consistent views as well as crossings at two locations. For those looking for more of a workout, there is also a secondary trail that climbs up and around an oak woodland. Because it contains human-made check dams currently, there are opportunities here to restore portions of the creek to a more natural state, thereby enhancing both habitat and flow.

PARKWAY + ACCESS POINTS

C1 C2 C3

There will be two access points along the Central Segment: one private (pedestrian and vehicle) access bridge from the Idle Wheels community, and a new public access footbridge via the proposed Brown Bear Development. Because it will be an important public access for visitors to Mariposa, the bridge to/from Brown Bear in particular offers opportunities for interpretive signage, public art, and/or placemaking features. The vehicular access bridge at Idle Wheels will be accessible for Idle Wheels residents during emergencies (and for pedestrians at all times).

There is a secondary trail along this stretch that offers a non-paved and hilly alternative to the main Parkway. It climbs up and around an oak woodland, providing interesting views and prospect.

OAK WOODLAND

C4

Further downstream will be another opportunity for oak woodland restoration. Benefits include improved ecological function in both the creek corridor and the watershed. Inclusion of interpretive signage along the Parkway and secondary trails in this area would also help educate the community on the importance of diverse landscapes.

OPPORTUNITIES FOR CREEK ENHANCEMENT

C5

The Central Segment will also offer additional opportunities for creek enhancement, to restore the ecological benefits, including low-tech process based design (e.g., beaver dam analogs), floodplain reconnection, soil restoration, native riparian vegetation planting, focal species habitat enhancement, native upland restoration, and green infrastructure–to name a few. A complete discussion of the recommended ecological improvements is provided in Chapter 6.

Trailhead wayfinding signage - Lancaster, PA

La Cienega Pedestrian Bridge - Los Angeles, CA

SOUTHERN SEGMENT

The Southern Segment sees the Parkway continue to the southeast, passing Fournier Road and connecting to the Phase III portion via Antone Road.

In addition to recreation, this segment also offers an opportunity to connect to the residential and civic life of Mariposa as well. The southern segment's adjacency to existing multi-family housing at Creekside Terrace, as well as its proximity to other services in Mariposa, makes it an ideal site for additional housing development in the future. The site plan therefore includes a flexible housing program that could accommodate a mix of single-family, townhomes, and/or multi-family apartments, all of which would be explored further by the eventual developer(s) of the site.

Complementing these housing uses, The Hatchery will bring a compatible use through office and programming space for future incubators and local nonprofits in fields related to environmental services and resiliency.

Open space and park facilities on the remainder of the site will offer a transition between development and the recreation and restoration activities upstream along Phase IV of the Parkway.

PARKWAY + TRAILS + OPEN SPACE

S1 S2 S3

The Parkway in the Southern Segment aligns with the Creek and eventually follows along Antone Road. Secondary trails connect the open space and development (including existing and future housing development and The Hatchery).

Acting as a buffer between development and the Parkway is an expansive greenspace, park facility, and set of secondary trails north of The Hatchery. This area will provide open space for the adjacent residents and visitors traveling along the Parkway.

CREEK ACCESS

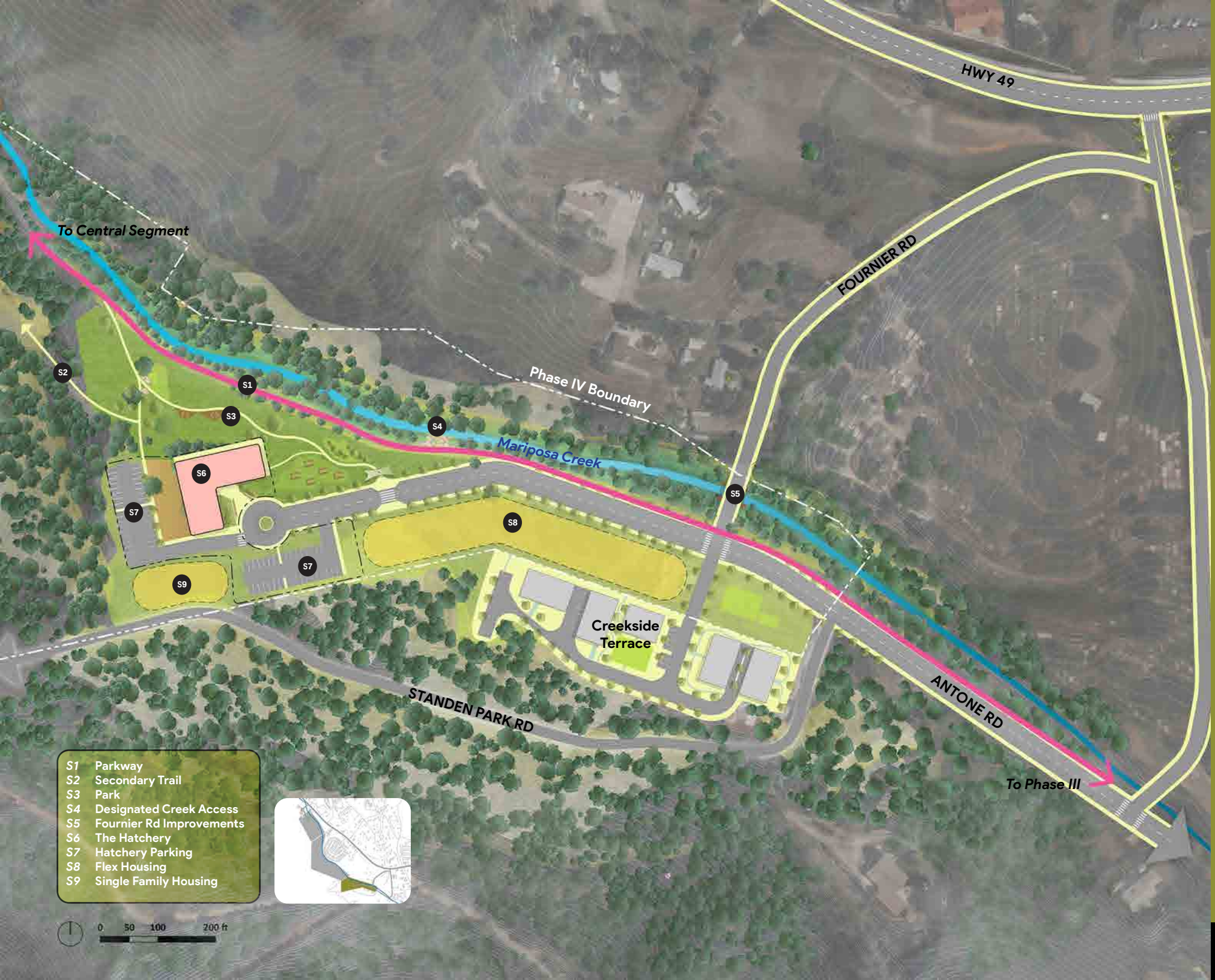
S4

Near the eastern edge of the open space, there is an opportunity for a designated creek access point. During periods of higher flow, Parkway users will be able to enjoy a day at the creek, enjoying the water and expansive open space nearby. Further discussion of infrastructure factors to improve creek access is provided in Chapter 7.

FOURNIER ROAD IMPROVEMENTS

S5

A key component of future development occurring at the Southern Segment is the necessary improvements to Fournier Road and the creek crossing before reaching the intersection of Antone Road.


HWY 49
FOURNIER RD
To Central Segment
Phase IV Boundary
Mariposa Creek
S1
S2
S3
S4
S5
S6
S7
S8
S9
Creekside Terrace
STANDEN PARK RD
ANTONE RD
To Phase III
S1 Parkway
S2 Secondary Trail
S3 Park
S4 Designated Creek Access
S5 Fournier Rd Improvements
S6 The Hatchery
S7 Hatchery Parking
S8 Flex Housing
S9 Single Family Housing
0 50 100 200 ft

THE HATCHERY

THE HATCHERY

S6 S7

The Hatchery will be an innovation hub that supports local nonprofits and businesses in the fields of forest management, environmental restoration, land use planning, green building and construction, renewable energy, and environmental education. An evolution of the idea for an outdoor education center, The Hatchery will help serve a need for office space for these businesses, while also providing programming space and storage for activities related to environmental education. The Hatchery will also provide facilities that meet some of the requirements of a community resilience center.

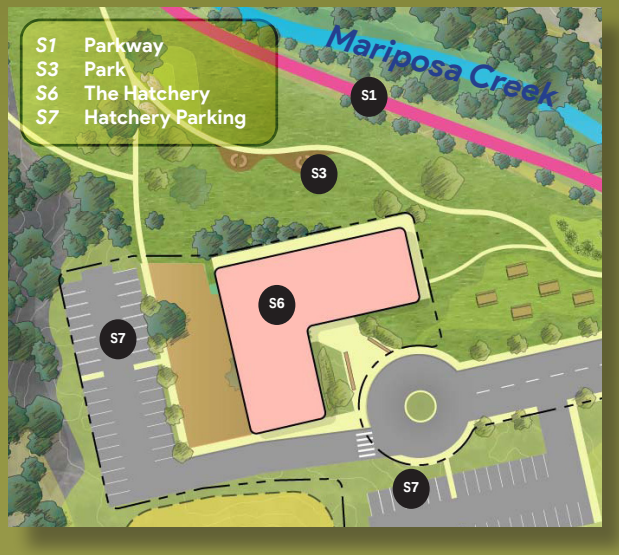
COMMUNITY RESILIENCE HUB

S6

Community resilience centers or resilience hubs serve as a critical facility during emergencies, including natural hazards like wildfires or flooding. The Resilience Hub can offer a safe place for displaced residents to seek out food, shelter, and emergency communication services.

A resilience hub can also be a central part of the community during times outside the disruption of an emergency, serving residents in an everyday capacity. In fact, resilience hubs are more successful in times of crisis when they are a recognizable, familiar fixture in the community. Residents who have previously established trust and familiarity with a space are more likely to seek it out in times of need.

The Hatchery will be a civic hub that benefits the Mariposa community daily. From hosting local non-profits that advocate for resiliency in their daily work to space for community events and gathering, The Hatchery will quickly become a familiar, welcoming place for all community members.



View of The Hatchery Building

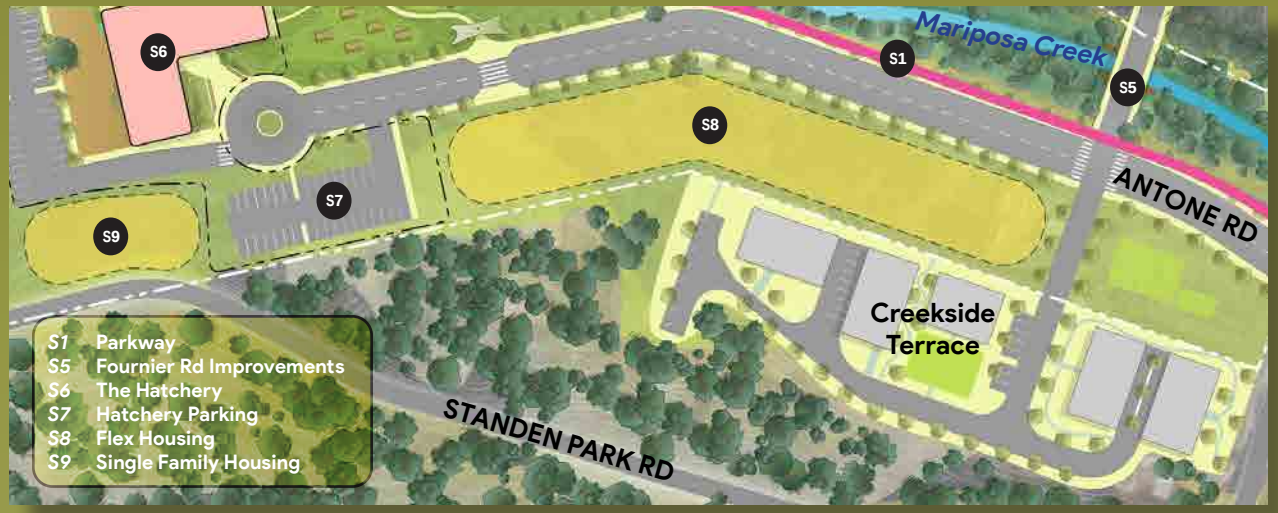
HOUSING

HOUSING

S8 S9

During the engagement efforts for this Special Plan, the community expressed a desire for new housing on the Southern Segment to include a mix of types that would meet the needs of a range of Mariposans. The Southern segment includes flexible options for new housing in two locations, and it will be up to potential private or non-profit developer(s) of these sites to determine the eventual housing forms.

Adjacent to the existing Creekside Terrace development, the first potential housing site could accommodate up to 40 additional units in a mix of townhomes and/or apartments. The second potential housing site is located further west, close to the hillside and with potential access via Standen Road. Given its configuration, this site appears more suitable to single-family housing.



Three story medium density apartment Complex

Cottage Cluster Housing

Terraced Housing, Mosier OR

Cottage Cluster Housing

DEVELOPMENT FEASIBILITY

EPS prepared a static pro forma for The Hatchery development to test the feasibility of three potential land use scenarios, similar to the process for the refurbished warehouse on the Northern Segment. (Assumptions and detailed analysis can be found in Appendix E)

Each of the three development scenarios include multiple land use typologies as described summarized here, with Scenario 2 having the highest feasibility for positive RLV.

Scenario 1

- Office/Flex. A 21,000-gross-square-foot, 2-story building with 60 surface parking spaces.
- Affordable Rental Apartments. A 40-unit, 2-story, multifamily apartment building, with 51,000 gross square feet and 70 surface parking spaces. The approximately 1,100-square-foot units are assumed to be occupied by low-income households.
- Triplex Units. The typology includes 12 renter-occupied 1,350-square-foot units with garage parking, assumed to be occupied by moderate-income households.

Scenario 2

- Office/Flex. A 21,000-gross-square-foot 2-story building with 60 surface parking spaces.
- Market Rate Rental Apartments. A 26-unit, 2-story, multifamily apartment building comprising 51,000 gross square feet and 70 surface parking spaces. The approximately 1,670-square-foot units are assumed to be occupied by moderate-income households.
- Single Family Residential Units. The typology includes seven owner-occupied 2,570-square-foot single-story single-family units with garage parking, assumed to be occupied by moderate-income households.

Scenario 3

- Office/Flex. A 21,000-gross-square-foot 2-story building with 60 surface parking spaces.
- Workforce Housing. A 34-unit, 2-story, workforce housing apartment building comprising 51,000 gross square feet with 70 surface parking spaces. The 1,275-square-foot units are assumed to be rentals occupied by moderate-income households.
- Duplex Units. The typology includes owner-occupied duplex units comprising nine 2,000-square-foot single-story units with garage parking, assumed to be occupied by moderate-income households.

Creekside Terrace groundbreaking - May 2021

DEVELOPMENT FEASIBILITY

Creekside Terrace construction site

When evaluated independently, market-rate apartments, workforce rental units, triplex rental units, and single-family residential units appear to be feasible based on the opportunity site characteristics and scale of development. As shown in the table to the right, The Hatchery Scenario 2 is the only scenario yielding a positive residual land value (RLV) with all three land use types combined. Even with the infrastructure costs subsidized, Scenarios 1 and 3 appear to be financially infeasible. Examining each land use type independently derives the following results:

- Within Scenario 1, the triplex rental product type appears to be the only land use type showing the potential for feasibility. These units are assumed to be rented to moderate-income households.
- In Scenario 2, both the market rate apartment rentals and the single family ownership product types appear to be financially feasible, with the market rate rentals reflecting strong potential with a high RLV, whereas the single-family residences reflect a positive but lower RLV relative to the market rate apartments.
- The only land use type in Scenario 3 reflecting the potential for feasibility is the workforce housing rentals aimed at moderate-income earning households.

The relationship between development costs and potential revenues for office/flex space, affordable apartments, and for-sale duplex units is such that interventions will likely be necessary to encourage development of these land uses on The Hatchery site.

- Office/flex space at The Hatchery as a sole land use appears to be financially infeasible in the current market. Even with the infrastructure costs subsidized, the Office/flex space would need to obtain rents that are approximately 80 percent higher than current rates to achieve a positive RLV of 10 percent due to the higher costs of building construction for office/flex space[1].
- Both the affordable apartments and for-sale duplex units would require financial interventions in addition to subsidized backbone infrastructure to achieve an RLV within the range that reflects the potential for feasibility. The affordable apartments and the duplex would both need subsidies that would equate to a 20 percent increase in revenue to achieve a positive RLV within the range reflecting the potential for feasibility.

1. The office/flex rents reflect data from CoStar for relatively recently built office/flex space (since 2000) in adjacent jurisdictions. The comparable property details are shown in Table B-6 of Appendix E.

Table 2 - Southern Segment Hatchery

	Scenario #1 Office/Flex + Afford. Apts. + Triplex	**Scenario #2** Office/Flex + Market Rate Apts. + SFR	**Scenario #3** Office/Flex + Work Force Housing + Duplex
Total Estimated Revenue	$21,112,691	$23,985,818	$21,166,527
Total Estimated Revenue Including Infrastructure Costs			
Total Estimated Costs	$37,439,023	$37,670,651	$37,794,938
Total Residual Land Value	$16,326,332	$13,684,833	$16,628,411
As a % of Value	77.3%	57.1%	78.6%
Feasibility Finding			
Total Costs Excluding Infrastructure Costs	$21,158,388	$21,002,711	$20,928,090
Total Estimated Costs Excluding Infrastructure	$45,697	$2,983,107	$238,437
Total Residual Land Value Excluding Infrastructure	0.2%	12.4%	1.1%
As a % of Value			

Native grass along Mariposa Creek

Natural Areas, Open Space, and Resilience Strategies

Overview	100 - 101
Northern Segment	102 - 103
Central Segment	104 - 105
Southern Segment	106 - 107
Infrastructure Improvements	108 - 121

06

OVERVIEW

The approximately one mile long reach of Mariposa Creek and its adjacent Parkway for Phase IV offer diverse and numerous opportunities for enhancement and restoration in upland, riparian, and aquatic habitats. The upstream watershed and creek impact the project area in ways that should be taken into consideration; in addition, improvements made in the project area can have a positive impact on downstream conditions. These watershed and creek relationships are important to the overall planning approach.

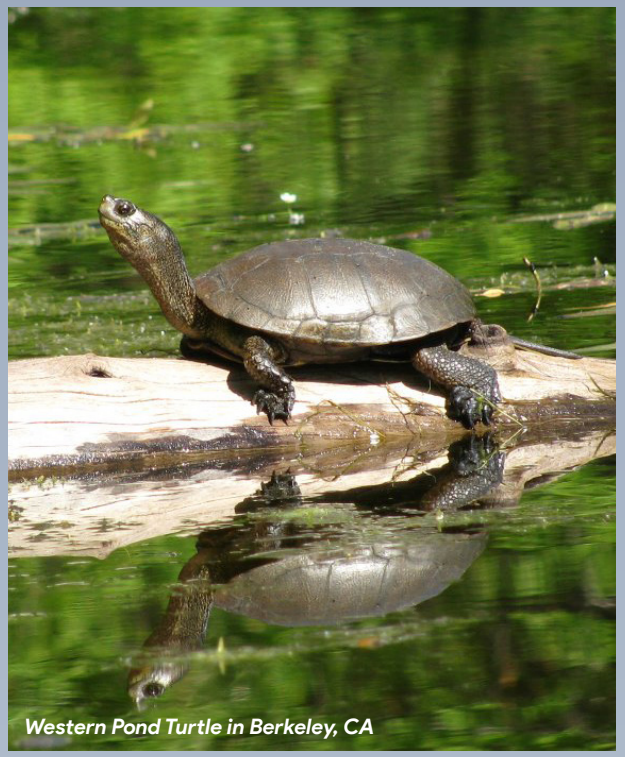
In general, a creek system is healthiest where there is frequent hydraulic connectivity between the creek and its adjacent floodplain. Floodplain connectivity has been significantly altered by development and/or historic land use alterations such as mining. This disruption heavily impacts or entirely removes intermediate habitat such as wetlands and riparian areas. The resulting steep banks that have replaced this habitat are also more vulnerable to erosion, which can further degrade upland habitat. Phase IV planning identified areas where there are opportunities to reestablish floodplain connectivity, re-introduce and expand wetlands and other riparian habitat, and stabilize areas at risk of erosion.

Our restoration goals at these areas can be addressed with grading, large woody debris and habitat structure installation, artificial weir removal, and replacement of a constricted low-water crossing with an open-span bridge.

These approaches will utilize diverse native plantings to increase habitat opportunities for species ranging from fungi to insects, birds, amphibians, reptiles, and small mammals. Restored wetlands are a priority to improve the security of the Northwestern pond turtle (*Actinemys marmorata*), a local species of concern with habitat in Mariposa Creek.

Habitat diversification can also be improved where natural drainages discharge into Mariposa Creek. Rather than discharging at a point, green infrastructure can be implemented to spread water out, slow it down, and increase local soil moisture. This controls localized erosion and can create microsites of higher-moisture areas that may provide additional opportunities for some native plant species, which may in turn support more diverse insects and other wildlife.

Biodiversity opportunities in the upland outside the floodplain include planting species appropriate to moister conditions, dedicating culturally significant areas to Miwuk-valued species, and building community garden opportunities. Restoration should also include attention to areas of accelerated erosion in upslope drainages and removal of spoil piles, relics of historic gold mining. The spoil piles are artificial landforms that may contain contaminants.

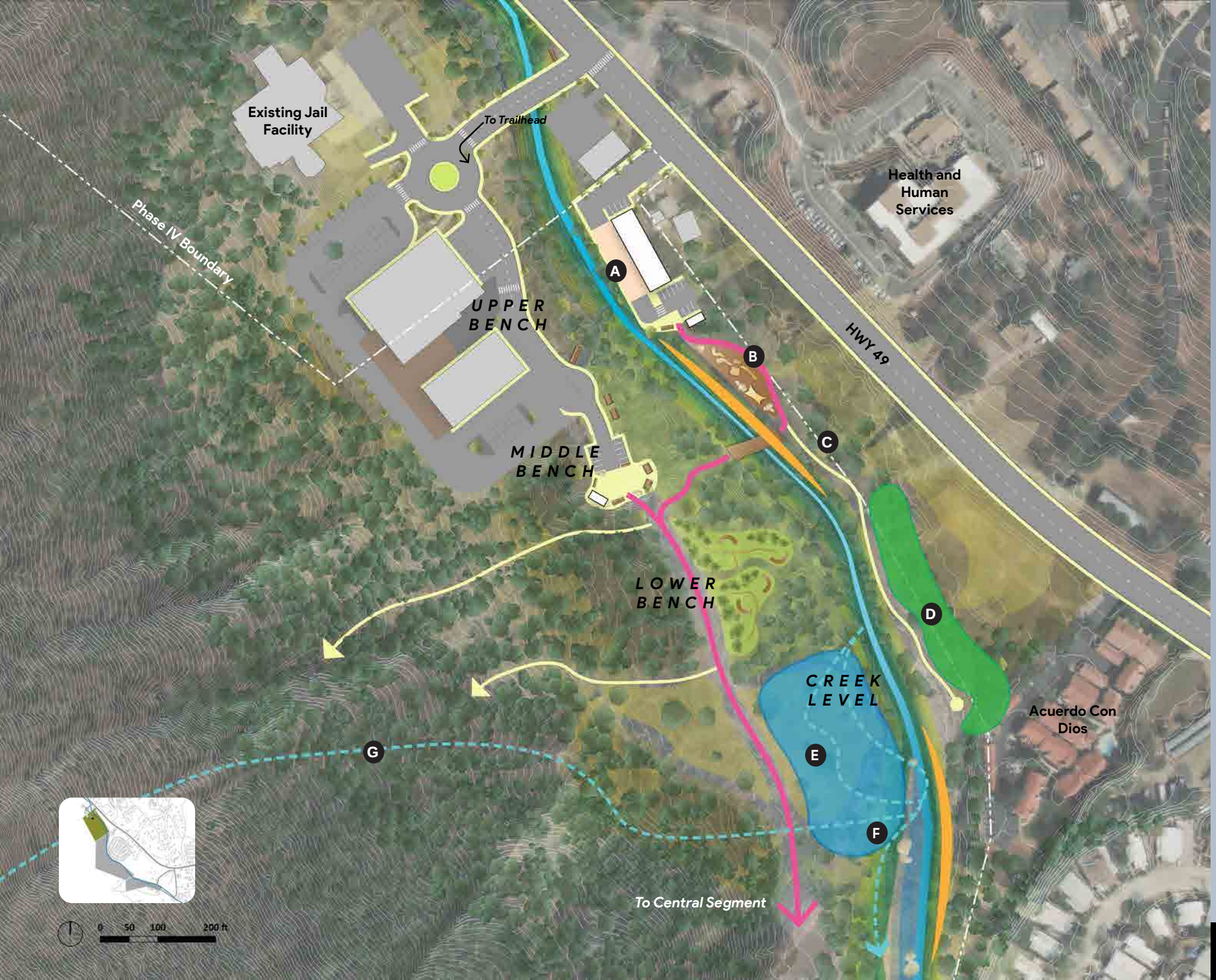


Western Pond Turtle in Berkeley, CA

Large wood structures being installed along the banks of a river

NORTHERN SEGMENT

- **A** Stabilize banks with available boulders and wood and plant riparian vegetation.
- **B** Enhance and diversify creek experiences with playground and exercise equipment in community leisure area. Include privacy separation at property line.
- **C** Install large wood structures along bank and reinforce with riparian habitat.
- **D** Restore to upland native habitat or garden space.
- **E** Connect floodplain and create wetlands meeting Northwestern pond turtle habitat needs. Opportunity for riparian vegetation and low-tech process-based design within floodplain. There may be mine tailings here that would need removal and the soil restored.
- **F** Integrate green infrastructure features at discharges into the creek.
- **G** Address areas of active, accelerated erosion in upslope drainages.


Existing Jail Facility
To Trailhead
Phase IV Boundary
Health and Human Services
HWY 49
UPPER BENCH
MIDDLE BENCH
LOWER BENCH
CREEK LEVEL
Acuerdo Con Dios
A
B
C
D
E
F
G
To Central Segment
0 50 100 200 ft

CENTRAL SEGMENT

- **H** Address areas of active, accelerated erosion in upslope drainages including collaboration with neighboring landowners.
- **I** Remove mine tailings, restore soils, and restore upland habitat to pollinator garden, emphasizing Miwuk-valued plant species.
- **J** Connect floodplain, create wetlands, and restore riparian habitat.
- **K** Integrate green infrastructure at discharges into creek.
- **L** Remove concrete weir. Preserve aquatic habitat in pools and build wetland habitat. Consider opportunity to replace with a process-based design structure.
- **M** Reconnect floodplain, provide community access to the creek, restore riparian habitat, and create wetlands.
- **N** Install full-span bridges where improved pedestrian use is desired.
- **O** Remove concrete weir, preserve aquatic habitat in pool, build wetland habitat, consider process-based design.
- **P** Maintain woodland for landscape diversity (note that concept forest on upper slopes is not as dense as shown).
- **Q** Remove berm.

To Northern Segment
H
I
J
H
Idle Wheels
Mariposa Creek
M
L
L
N
O
Q
P
Proposed
Brown Bear
Development
Phase IV Boundary
To Southern Segment
0 50 100 200 ft

SOUTHERN SEGMENT

R Remove berm.

S Incorporate drainages into low-impact development and green infrastructure, including at outfall/discharge.

T Restore to moist meadow or wetland. Take advantage of higher moisture in this location. Integrate with green infrastructure for stormwater treatment. There is also an opportunity for community education via interpretive signage and displays.

U Minimize asphalt and other impervious paving wherever possible to prevent excessive superficial heat and allow some permeability.

V Build community garden in interstitial space.

W Construct a full-span bridge for pedestrians and vehicles to safely cross. Potential for community access to the creek at this point.

X Community access to the creek at designated locations to allow for safer interaction between people and the creek.

HWY 49
5
FOURNIER RD
To Central Segment
R
X
V
Phase IV Boundary
Mariposa Creek
T
S
W
Creekside
Terrace
U
STANDEN PARK RD
ANTONE RD
To Phase III
0 50 100 200 ft

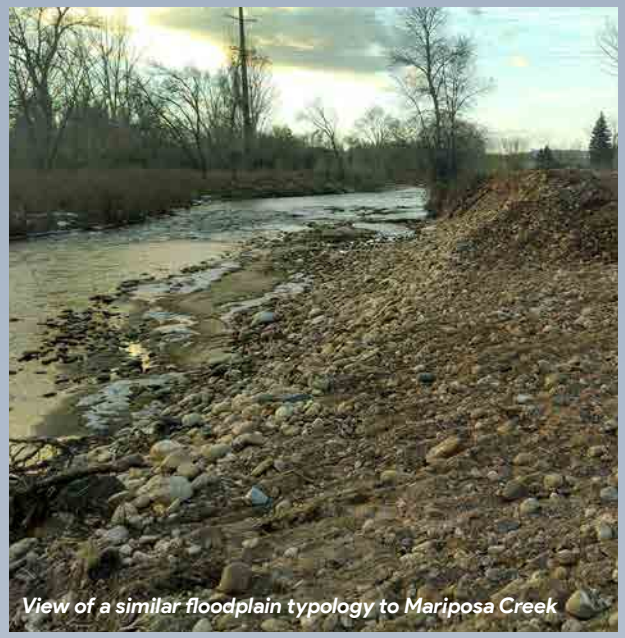
FLOODPLAIN RECONNECTION, EXISTING HABITAT CONSERVATION

A **B**

Connect floodplain and combine with user seating and trail access; the left bank receives a lot of shear stress from the river at higher flows. It appears there have been attempts at bank stabilization that are failing. A wider and lower floodplain bench will provide area and volume for the water to spread out, slow down, and dissipate energy. The bench could be used by people at low flows as a seating area, although no permanent structures should be placed in the floodplain. The access provided will benefit community connection and access to Mariposa Creek.

Conserve existing habitat and enhance the river experience by locating playground in community leisure area instead of clearing riparian habitat on right bank (The playground will also augment activities at the refurbished warehouse and vice-versa).

Animal tracks spotted along Mariposa Creek



View of a similar floodplain typology to Mariposa Creek

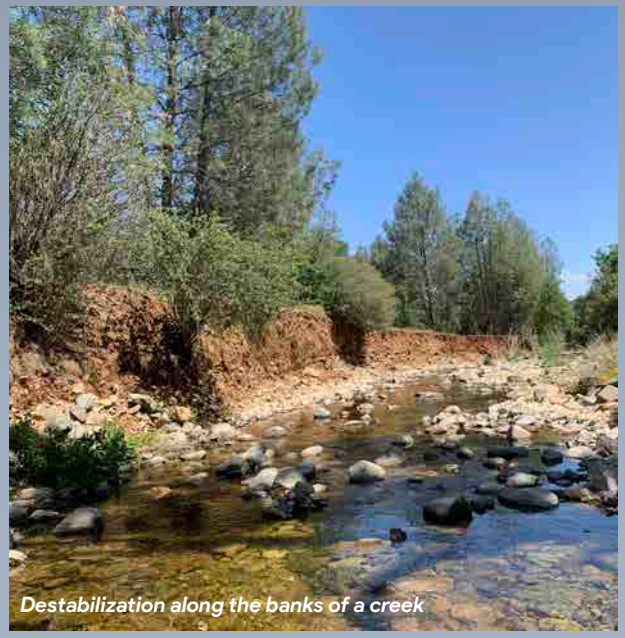
NORTHERN SEGMENT

Habitat conservation

BANK STABILIZATION, LARGE WOOD STRUCTURES, RIPARIAN PLANTING, FLOODPLAIN CONNECTION

C J

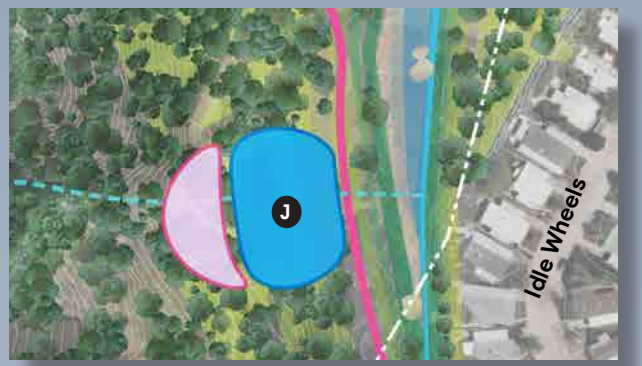
Install large wood structures along bank and reinforce with riparian habitat. Bank stabilization reduces erosion and loss /transport of sediment downstream. Currently, the system is confined and high flows create high shear stress and erosion. Banks could be graded and stabilized with large wood structures and planted with native riparian vegetation to reduce shear stress, improve resistance to high-energy flows, and provide both aquatic and terrestrial habitat opportunities. These areas are also ideal for floodplain lowering.



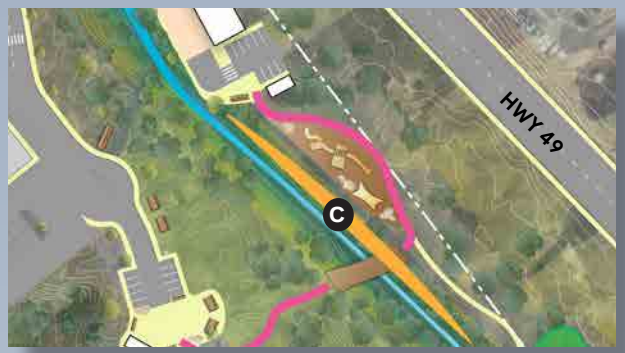
Destabilization along the banks of a creek

Destabilization along the banks of a creek

CENTRAL SEGMENT



NORTHERN SEGMENT



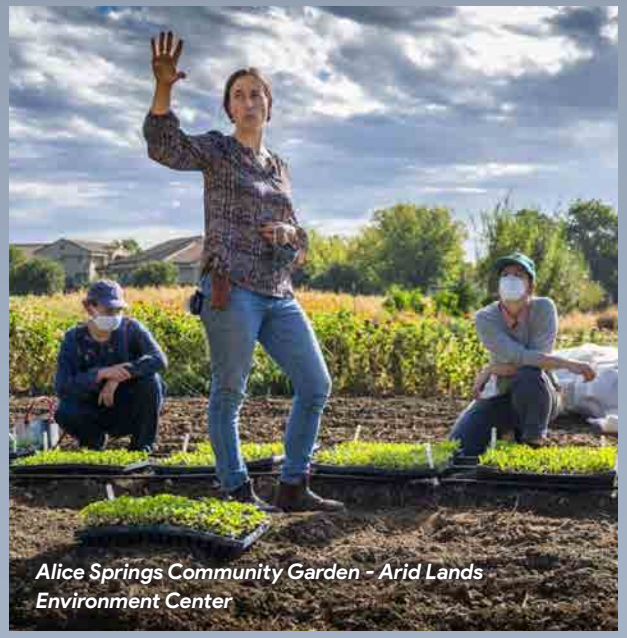
Bank stabilization along the Salmon River, Ellis, ID

UPLAND RESTORATION

D I V

In collaboration with the SNC Regional Forest and Fire Capacity Program with the Miwuk Tribe:

- Restore to upland native habitat consistent with the current landscape, or
- Create pollinator support garden targeting birds, bats, moths, butterflies, bees, and more insect guilds, or
- Create a community garden as an additional gathering space.

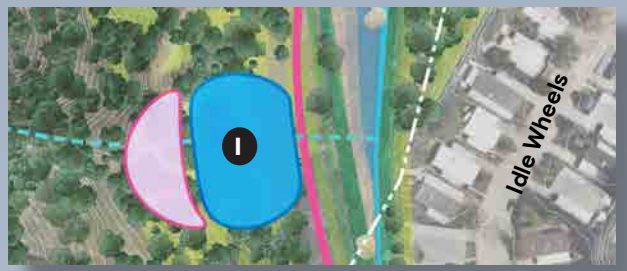


Alice Springs Community Garden - Arid Lands Environment Center

Native California bee garden

NORTHERN SEGMENT

CENTRAL SEGMENT



SOUTHERN SEGMENT

View of a native upland habitat at Stockton Creek Preserve - Mariposa, CA

FLOODPLAIN CONNECTION, FOCAL SPECIES HABITAT CREATION

E J L M O S T

Connect floodplain and create wetlands and riparian habitat on benches meeting Northwestern pond turtle needs. This will increase capacity for high-volume flows, dissipate energy, diminish or prevent erosion, provide or enhance habitat for the Northwestern pond turtle, moderate ambient temperatures, improve water quality, and diversify the landscape.

LOW TECH PROCESS-BASED DESIGN

Low-tech process-based design are simple, low-cost structural additions that reestablish hydrologic processes and in turn support more resilient and diverse ecosystems. These structures reintroduce complexity into the creekscape, spreading out and slowing down water flow. This creates ideal habitat for many species living in or near the creek and helps restore the water table.

Before and after imagery of a Beaver dam in an ecosystem similar to Mariposa Creek

Example of a Northwestern pond turtle habitat

CENTRAL SEGMENT

SOUTHERN SEGMENT

NORTHERN SEGMENT

Riparian vegetation similar to that found along Mariposa Creek

MINE TAILINGS REMOVAL, SOIL RESTORATION, BERM REMOVAL

E J L M O S T

Remove mine tailings, which are remnants of historic gold mining and aggregate operations. Mounds of rock, gravel, and soil were deposited on the banks of Mariposa Creek, isolating it from the floodplain and creating an incised system that continues to erode. Without a connected floodplain, the riparian habitat is also unsupported. The tailings may also contain contaminants that decrease water quality.

Diagram of a Zuni Bowl intervention

Soil restoration is recommended for all disturbed areas, whether recently or historically (e.g., mine operations, tailings deposition and/or removal, roads and other causes of compaction, construction). The nature of soil restoration will require a thorough assessment but will likely entail decompaction, amendments, and carefully considered revegetation to reinitiate soil development and other processes.

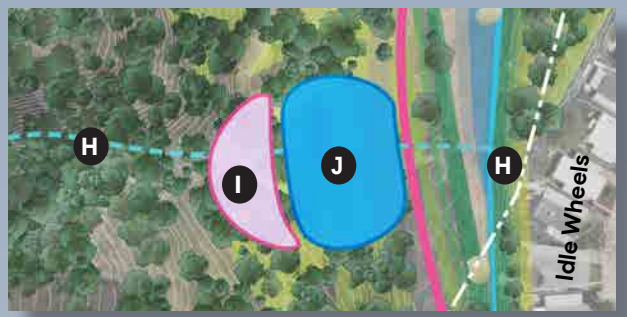
Green infrastructure features slow water, spread it out, reduce erosion, and improve water quality.

Address erosion problem areas in upslope and ephemeral drainages with low-tech process-based design. Low-tech interventions will help lower the sediment load into Mariposa Creek. This is especially true in this dry and post-fire landscape.

Sediment erosion along a creek

SOUTHERN SEGMENT

CENTRAL SEGMENT



NORTHERN SEGMENT

Soil restoration along the banks of the Pacolet River - Mill Spring, NC

REMOVE CONCRETE WEIRS, INSTALL FULL-SPAN BRIDGES

L N O W

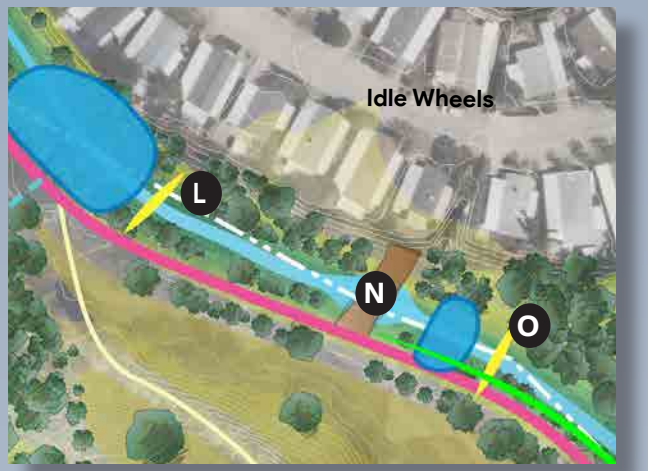
Remove concrete weirs, which artificially inhibit natural stream processes such as the movement of aquatic organisms and sediment transport. Preserve open-water pools for their aquatic habitat. Increase wetland habitat at the edges for more Northwestern pond turtle and other wetland wildlife opportunities.

Full-Span Bridges (private bridge at N and vehicular at W) would allow access to the Parkway without the risks that occur during high water with low-water crossings.

Concrete weir along Mariposa Creek

Concrete weir along Mariposa Creek

CENTRAL SEGMENT



SOUTHERN SEGMENT

Steel pedestrian bridge

COMMUNITY ACCESS, MAINTAIN LANDSCAPE DIVERSITY WITH EXISTING WOODLAND, BERM REMOVAL

M Q W X

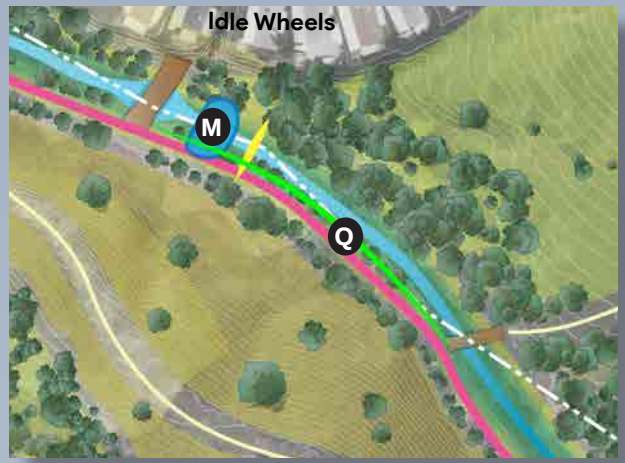
Remove earthen berms along the banks of the creek, which further confine the system. Their removal is an additional strategy for floodplain reconnection. Berm excavation allows water to spread out and onto the floodplain during storm flows through the system. Note that the berms along Mariposa Creek may be comprised of mine tailings, which could have implications for soil and water contamination; soils will need to be restored as discussed above.

Creek environment following a Berm removal

Creek environment following a berm removal

SOUTHERN SEGMENT

CENTRAL SEGMENT



Step stone crossing allows accessibility while preserving the natural environment

Infrastructure Development

Overview	124 - 125
Northern Segment Access & Circulation	126 - 127
Central Segment Access & Circulation	128 - 129
Southern Segment Access & Circulation	130 - 131
Utility Information	132 - 143

07

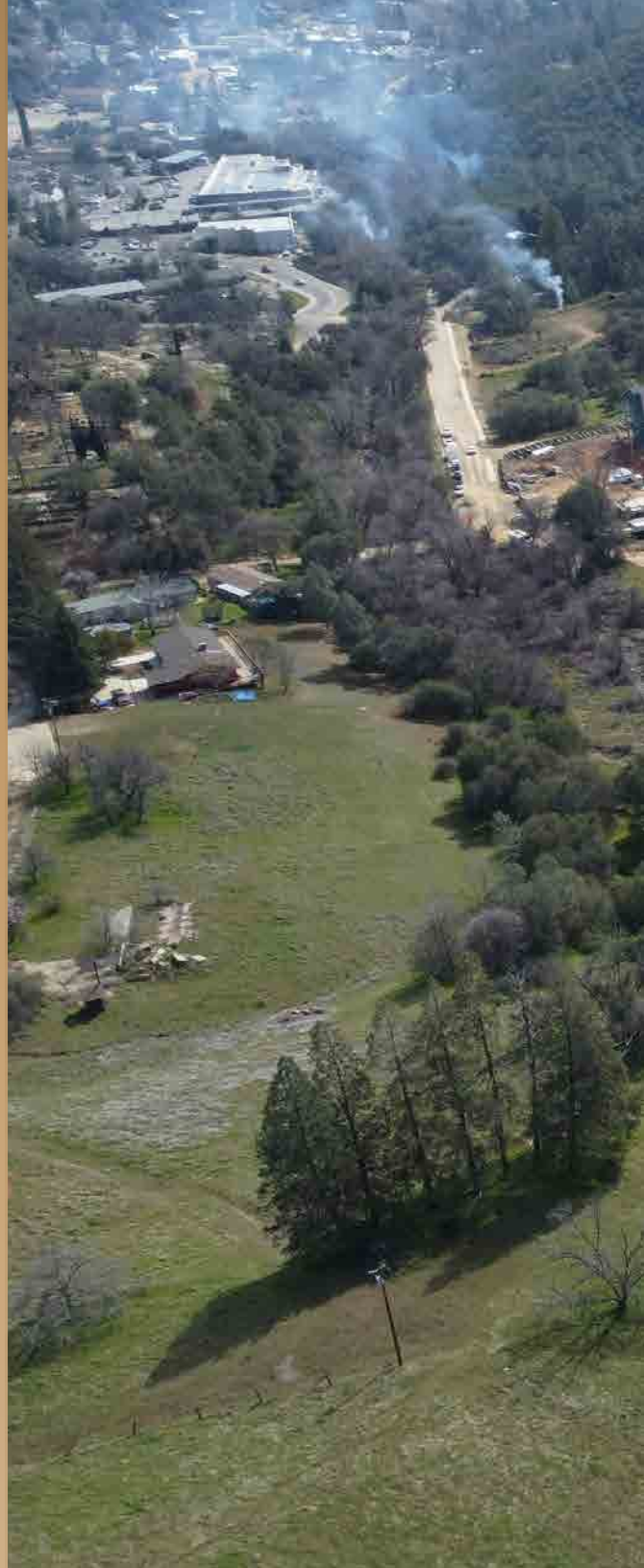
OVERVIEW

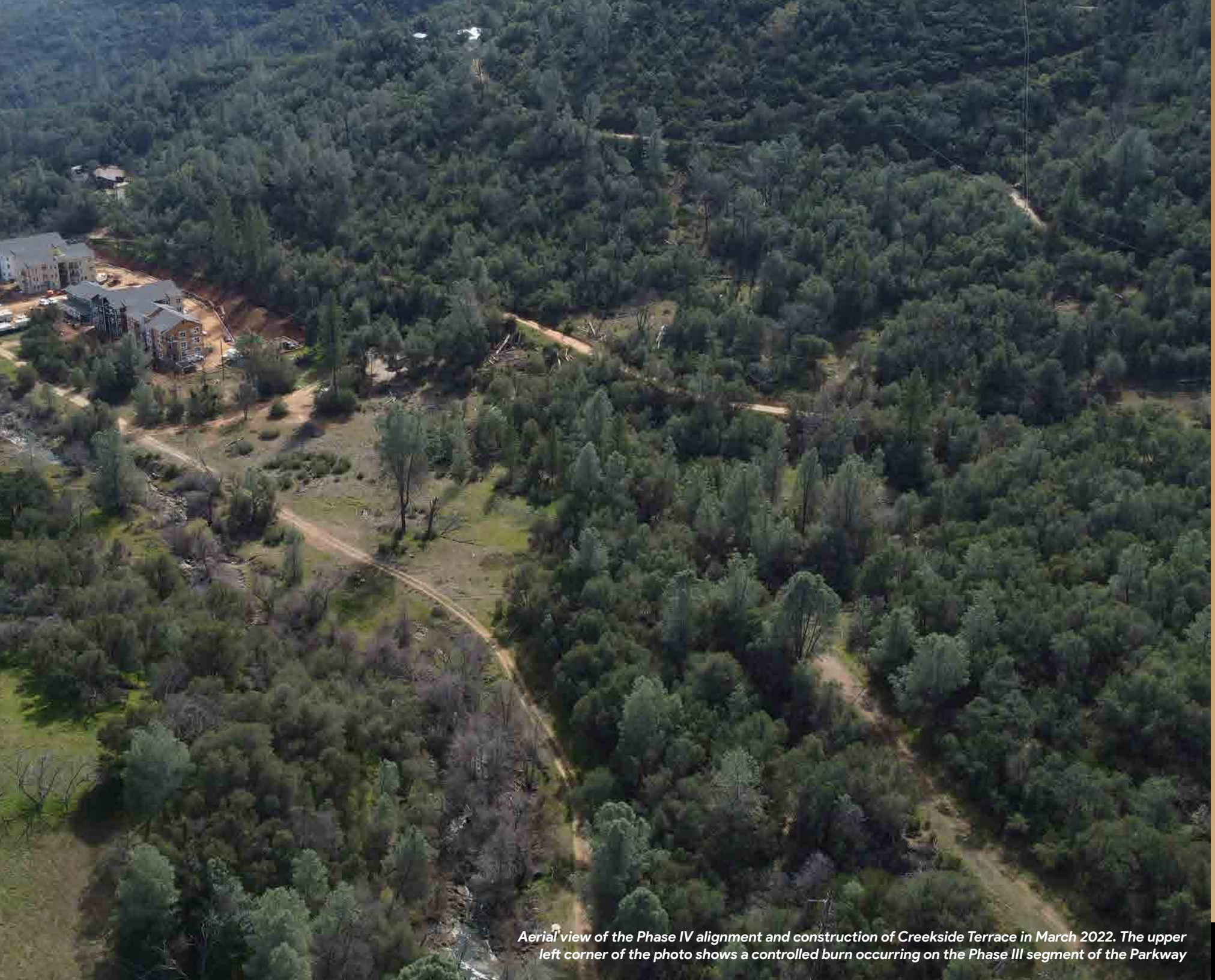
Phase IV of the Mariposa Creek Parkway will originate from the south, near the recently constructed Creekside Terrace multi-family housing development located at the intersection of Fournier Road and Antone Road and seeks to extend the Mariposa Creek Parkway approximately 0.94 miles northwest. The project will terminate at the proposed Justice Center located adjacent to the existing County detention facility located off Highway 49. The project will generally follow an existing unpaved roadway along the course of Mariposa Creek. Anticipated improvements generally include development of a multi-use trail, outdoor areas, trailheads, bridge and creek crossings, paved access roads, paved parking facilities, residential areas, office, and retail spaces.

While the multi-use Parkway will extend the length of the project and will require grading and paving activities, infrastructure improvements are primarily focused within the southern and northern segments. The southern segment is located near the existing Creekside Terrace development and will include single family housing, flexible housing, and The Hatchery office building to serve as a shared work facility for resilience-focused nonprofits. The northern segment is located adjacent to the existing detention facility and proposes to refurbish an existing warehouse to provide small business opportunities with an adjacent civic plaza for outdoor retail or maker space. The northern segment also proposes parking and a playground with play and exercise equipment, along with a small unisex restroom facility south of the warehouse. Across the creek is proposed trailhead parking and a restroom with access provided through the proposed Justice Center. Development of the Justice Center is not a part of this Special Plan but is discussed for coordination purposes.

While the proposed uses may draw more residents and visitors to the Phase IV area, the amount of parking is reflective of the goals for increased active modes of transportation, in accordance with the County's Active Transportation Plan in development at the time of the adoption of the Special Plan. Further, the desired use for civic infrastructure at the northern segment (Justice Center), led to a reduction in the amount of parking available to the Phase IV trailhead.

Detailed infrastructure needs of both the southern and northern segments are discussed herein.





Aerial view of the Phase IV alignment and construction of Creekside Terrace in March 2022. The upper left corner of the photo shows a controlled burn occurring on the Phase III segment of the Parkway

NORTHERN SEGMENT ACCESS & CIRCULATION

Access to the northern segment trailhead will be provided from the existing paved access road from Highway 49 to the existing detention center. It is anticipated that this access road will be extended to the south through the proposed Justice Center development. The Justice Center development project is not a part of the Phase IV Creek Parkway project. Additional coordination will be required between the Phase IV Creek Parkway Project and the Justice Center development to coordinate the precise nature of the shared access roadway. Once developed, the shared roadway will provide visitors with access to the Phase IV Creek Parkway improvements including a new trailhead and restroom. The minimum dead-end road lengths as required by CAL FIRE were considered as part of the conceptual site planning, ensuring developments meet requirements for emergency evacuation.

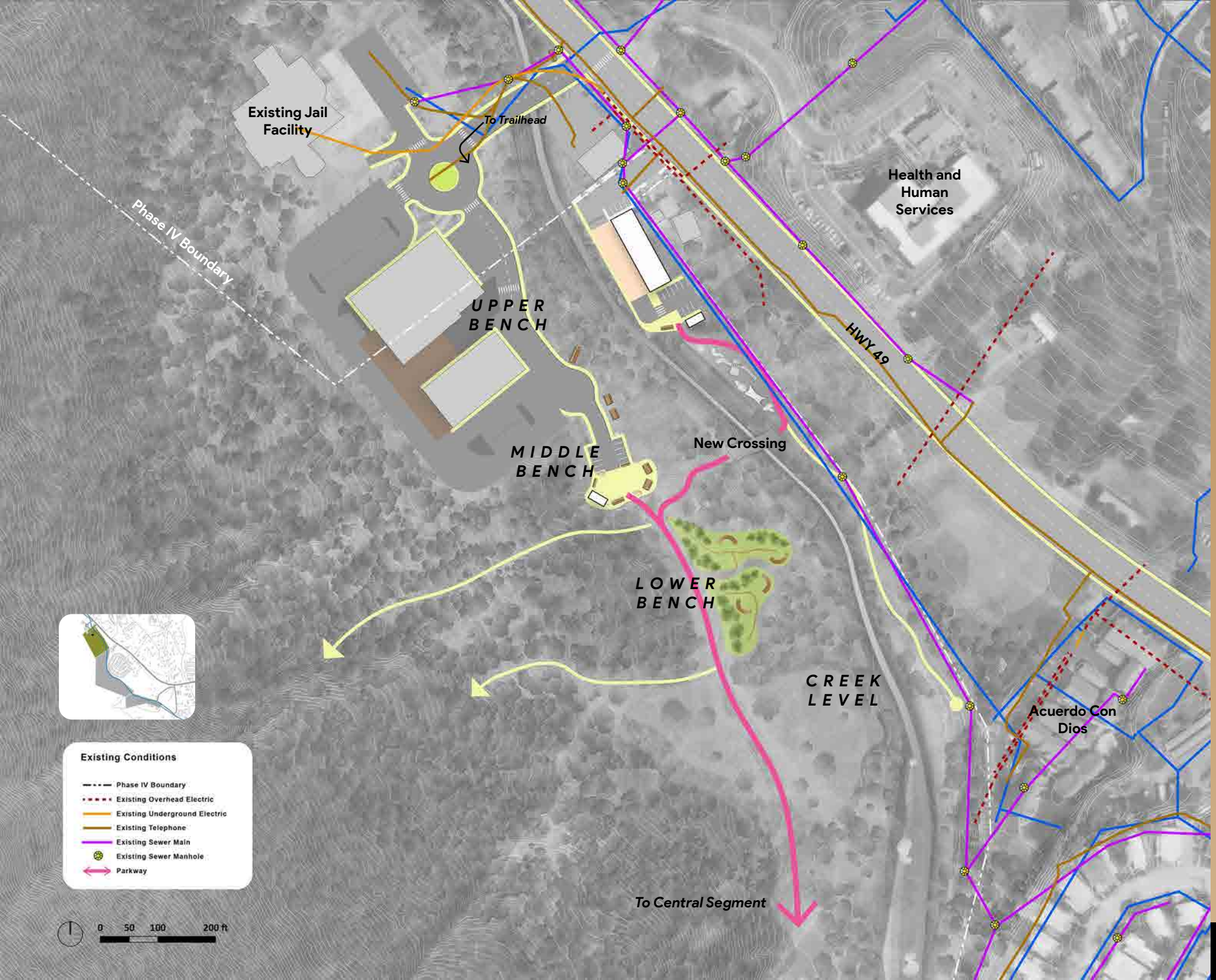
Warehouses set for re-purpose

The northern segment also proposes to refurbish an existing warehouse facility in a general commercial zone with mixed residential use located at 5345 CA-49. A view of the existing warehouse from across the creek is shown below.

Proposed improvements include the development of paved parking areas on either side of the warehouse and a civic plaza which could be used as an outdoor retail space. South of the warehouse will be a playground with a combination of play features and exercise equipment. Vehicular access to the warehouse businesses and civic plaza is anticipated to be provided directly from Highway 49. Vehicular improvements are anticipated to include a new paved access drive and new parking areas at either end of the warehouse. These facilities will be interconnected by the civic plaza area which may be closed intermittently for special events. The proposed improvements to the vehicular access point at the warehouse should be designed in accordance with county roadway and fire access standards.

Pedestrian traffic may also access the warehouse businesses and civic plaza from the parking lot and trailhead located south of the proposed Justice Center via a pedestrian-rated bridge crossing the creek. FEMA maps within the area of the proposed pedestrian crossing determined the base flood elevation to be equal to 2,074 feet above mean sea level (NAVD83). It is further assumed that this crossing will be for pedestrian and bicycle traffic only and will not be used for vehicular access, it is further assumed that this crossing will have a reduced total structural section depth of one foot-six inches. The elevation of the top of the bridge deck should be generally set to 2,075.5 feet above mean sea level. Based on available topographic information, a bridge deck at this elevation will have an approximate total span of 50 feet. A detailed analysis of existing creek flows including HEC-RAS modeling, and complete design of bridge crossing will be required with future implementation phases.

Figure 7.2 in Appendix F provides FEMA and topographic information for the northern segment.


Existing Jail Facility
To Trailhead
Phase IV Boundary
UPPER BENCH
MIDDLE BENCH
LOWER BENCH
CREEK LEVEL
Health and Human Services
HWY 49
New Crossing
Acuerdo Con Dios
To Central Segment
Existing Conditions
Phase IV Boundary
Existing Overhead Electric
Existing Underground Electric
Existing Telephone
Existing Sewer Main
Existing Sewer Manhole
Parkway
0 50 100 200 ft

CENTRAL SEGMENT ACCESS & CIRCULATION

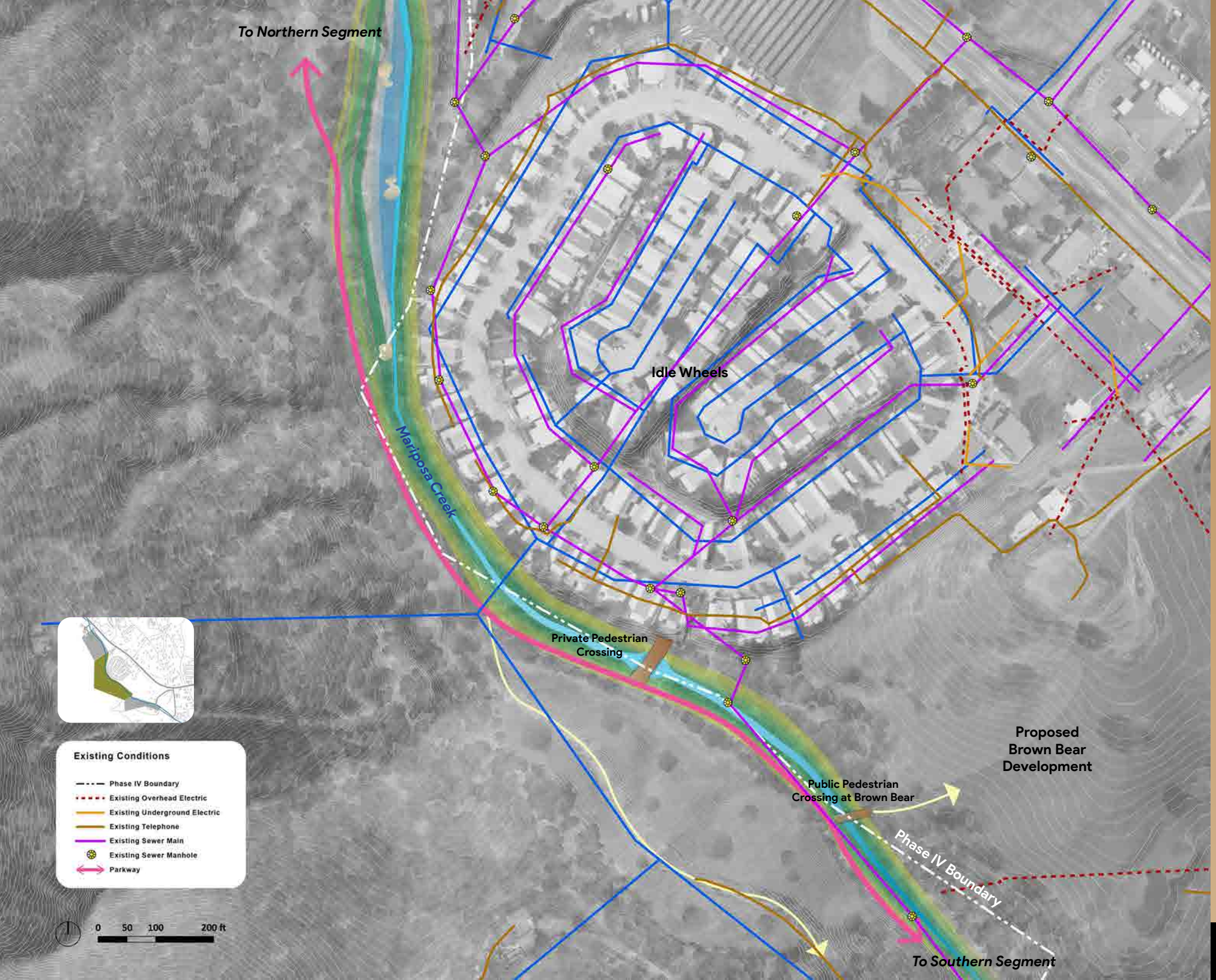
The southern and northern segments will be connected via 12-foot total width multi-use trail comprised of an eight (8) foot wide paved section and adjacent four (4) foot soft shoulder meandering along the west side of the creek and following the course of an existing unpaved roadway. Improvements along the Parkway are anticipated to include tree removal, grading, and paving activities.

Approximately 0.28 miles north of the Creekside Terrace development, the developers of the Brown Bear Resort have proposed a pedestrian creek crossing to connect the Parkway to the Brown Bear Lodge. Shared parking will also be available at the Brown Bear Lodge for Parkway users.

Approximately 0.38 miles north of the Creekside Terrace development there exists a concrete pedestrian crossing to provide a connection for residents of the Idle Wheels Mobile Home community to the Creek Parkway. The existing crossing is shown above and is anticipated to be removed and replaced with a new pedestrian crossing that will also be accessible by vehicles during emergency events for secondary purposes.

FEMA base flood elevation at the location of the proposed Idle Wheels crossing is equal to 2,036 feet above mean sea level (NAVD83) and the Brown Bear crossing is equal to 2,026 feet. It is assumed that these crossings will be primarily for pedestrian and bicycle traffic and will not be used for vehicular access, except for the bridge at Idle Wheels during emergency evacuation events. It is further assumed that these crossings will have a reduced total structural section depth of one foot, six inches. The elevation of the top of the bridge deck should be generally set to 2,037.5 feet above mean sea level for Idle Wheels and 2,027.5 feet for Brown Bear. Based on available topographic information, a bridge deck at these elevations will have an approximate total span of 70 feet. A detailed analysis of existing creek flows including HEC-RAS modeling, and complete design of bridge crossing will be required with future implementation phases. Additional access demands along the central segment of the Parkway are not anticipated.

Concrete pedestrian crossing along Mariposa Creek


To Northern Segment
Idle Wheels
Mariposa Creek
Private Pedestrian Crossing
Proposed Brown Bear Development
Public Pedestrian Crossing at Brown Bear
Phase IV Boundary
To Southern Segment
Existing Conditions
Phase IV Boundary
Existing Overhead Electric
Existing Underground Electric
Existing Telephone
Existing Sewer Main
Existing Sewer Manhole
Parkway
0 50 100 200 ft

SOUTHERN SEGMENT ACCESS & CIRCULATION

The southern segment will extend Antone Road to the west to serve as an access road to the flexible housing, The Hatchery developments, and associated parking areas. It is anticipated that this roadway will match the improvements constructed with the Creekside Terrace project and will generally conform to the below cross section.

Access to the single-family residential lots is anticipated to be provided via Standen Park Road, an existing unpaved roadway located south of the Creekside Terrace Development. Improvements to Standen Park Road are anticipated to include tree removal/pruning, grading, and paving to provide access to the proposed single-family homes by residents, visitors, and emergency vehicles (i.e., fire apparatus); however a detailed roadway design was not performed as a part of this special plan.

Fournier Road from the intersection of Joe Howard Street and 17th Street (near SR 49) down to Antone Road should be improved to County standards for a major collector roadway. This is approximately 0.2-mile in total length.

In addition to the extension of Antone Road and improvements to Fournier Road, the project will be required to replace the low-water crossing currently constructed along Fournier Road with a new bridge crossing to provide full vehicular access to the project, including access for County Fire Department apparatus. The existing low-water crossing is shown below for reference.

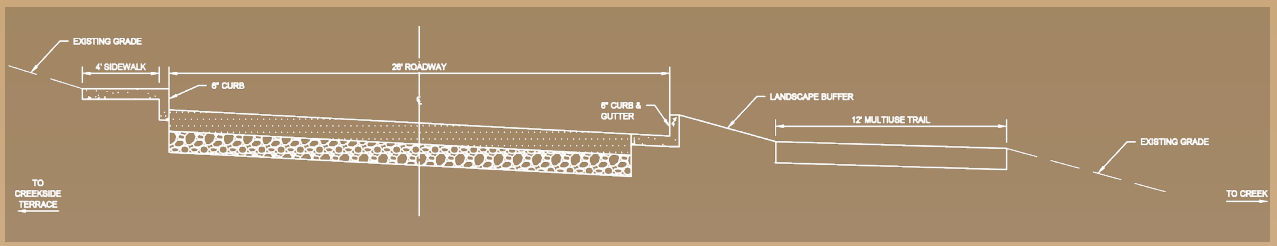
Low -water crossing flooding along Fournier Rd

Chapter 820 of the Caltrans Highway Design Manual states that bridges should be able to pass a two (2) percent probability (50-year) flood, with sufficient vertical clearance between the high-water elevation and th e lowest structural member of the bridge to accommodate the effects of bedload and debris. Chapter 820 alternatively states that bridges should be able to pass the one (1) percent probability (100-year) flood event without freeboard between the high-water elevation and lowest structural member.

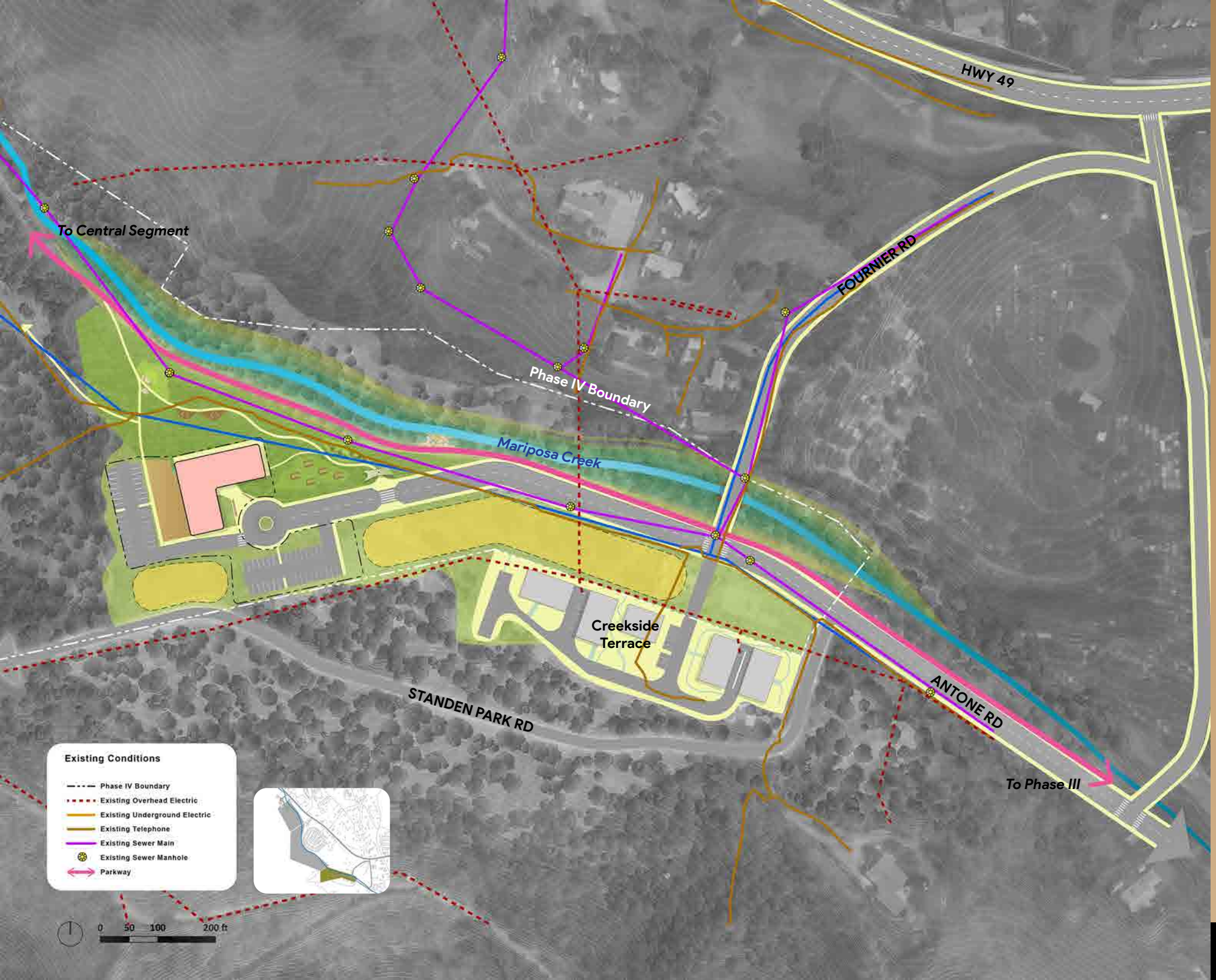
FEMA flood maps have determined the upstream and downstream Base Flood elevations for the 100-year storm across the existing low-water crossing. The upstream base flood elevation is equal to 1,988 feet above mean sea level (NAVD 83). This Base Flood elevation is assumed to govern the design of the lowest structural elements of the bridge. Assuming the bridge will have a two (2)-foot deep total structural section, the top of the bridge deck should generally be set to 1,990 feet above sea level. Based on available topographic information, a bridge deck at this elevation will have an approximate total span of 90 feet. A detailed analysis of existing creek flows including HEC-RAS modeling, and complete design of bridge crossing will be required with future implementation phases.

Given the housing uses proposed at the southern segment, street improvements (Class IV) will include complete street elements including sidewalks, bike facilities (Class III), curbs, etc., further enhancing California Action Plan for Transportation Infrastructure (CAPTI) goals.

Figure 7.1 in Appendix F provides FEMA and topographic information for the southern segment.



ANTONE ROAD


HWY 49
To Central Segment
FOURNIER RD
Phase IV Boundary
Mariposa Creek
Creekside Terrace
STANDEN PARK RD
ANTONE RD
To Phase III
Existing Conditions
Phase IV Boundary
Existing Overhead Electric
Existing Underground Electric
Existing Telephone
Existing Sewer Main
Existing Sewer Manhole
Parkway
0 50 100 200 ft

AVAILABILITY OF WATER & SEWER SERVICES

Potable water and sanitary sewer service is provided along the length of the proposed Phase IV Creek Parkway project by Mariposa Public Utility District (MPUD). Based on information provided by MPUD during an existing conditions survey conducted for the project in July 2022, there were no known issues with the water or sewer services in the project area; however, it is anticipated that development of parcels along the creek as proposed may trigger several infrastructure improvements. These improvements could foreseeably include increasing the water storage capacity of an existing 72,000-gallon tank; upgrades to the Hospital and Bullion Street pump stations; and main line improvements along Mariposa Creek for both sewer and water services. Development of the proposed Justice Center may also trigger these improvements.

While the Phase IV project appears to span two MPUD water pressure zones (Zone 1 and Zone 3) as the two zones are separated just upstream of the Creekside Terrace development, MPUD has confirmed that both the north and south sites are located in Pressure Zone 3 with The Hatchery building located at the southern-most limit of this pressure zone. Zone 3 is pressurized by an existing 72,000-gallon water tank located on the "mountainside" of the creek, west of the Idle Wheels community. Water service along the Phase IV improvements is available via 6-inch PVC main located "mountainside" of the creek from the southern limits near Fournier Road until just north of the existing concrete pedestrian creek crossing, at Idle Wheels. Immediately north of the existing creek crossing the 6-inch mainline also crosses the creek and remains on the "town side" of the creek until the existing detention facility. There are no MPUD facilities "town side" between Joe Howard Street to the south and the Idle Wheels community, nor are there MPUD facilities "mountainside" between Idle Wheels and the existing detention facility. MPUD has stated that the undersized water main in Pressure Zone 3 does not meet current MPUD standards. The minimum size of any water main supplying both domestic and fire demand shall be 8-inch diameter. This project and/or the proposed Justice Center development will require upgrades to the water main to meet requirements for fire flow and MPUD standards.

Fire flows for the Phase IV development areas are shown in Table 4. The type of construction for The Hatchery and Multi-family housing will impact the actual fire flow required.

Sanitary sewer service is currently provided via 8-inch PVC main line, and like the water system, the sanitary sewer services are located on the "mountainside" of the creek between Joe Howard Street and the Idle Wheels community. The sewer main crosses to the "town side" of the creek near the existing Idle Wheels propane tank and remains on this side of the creek until the existing detention facility. There exist several connection laterals branching off the mainline, including a sweeping main line that serves residences between Fournier Road and Idle Wheels. With the proposed Phase IV development known and comparing it to the usage of the existing Creekside Development (2.7 million gallons in a 12-month period), MPUD believes that the existing sewer main is adequate to support the north and south site developments.

Figure 7.3 & Figure 7.4 in Appendix F show the existing utility services for the south and north areas respectively.

Hydrology infrastructure along Mariposa Creek

PROPOSED DEMAND ON WET UTILITIES

Development of the southern and northern segments of the Phase IV Creek Parkway will result in higher demands on the water and sewer systems. The proposed development of the Parkway as previously described will result in the following assumed demands on the potable water system.

Table 3 **Domestic Water Demands**

Facility	Type	Unit	Unit Flowrate	Anticipated Units	Demand
Trailhead Restroom ①	Recreational Facility	Person	12.4 gal/day	30	373 gal/day
Warehouse ②	Commercial - Indoor	Employee	16.5 gal/day	12	198 gal/day
Warehouse ②	Commercial - Indoor	Site	2,227.7 gal/day	1	2,228 gal/day
			Northern Area Total		**2,799 gal/day**
Hatchery ③	Office - Outdoor	Site	288 gal/day	1	288 gal/day
Hatchery ③	Office - Indoor	Employee	11 gal/day	10	110 gal/day
Multi-Family Housing ④	Residential - Outdoor	Site	699.7 gal/day	1	700 gal/day
Multi-Family Housing ④	Residential - Indoor	Person	42 gal/day	121	5,077 gal/day
Single-Family Housing ④	Residential - Outdoor	Site	314.1 gal/day	1	314 gal/day
Single-Family Housing ④	Residential - Indoor	Person	42 gal/day	7	299 gal/day
			Southern Area Total		**6,787 gal/day**

Table 4 **Fire Water Demands**

Facility	Footprint Area	Type	Fire Flow	Flow Duration
Warehouse	5,600 sf	I or II	1,500 gpm	2 hours
Hatchery ③	13,000 sf	TBD	1,500 gpm to 1,750 gpm	2 hours
Multi-Family Housing	17,000 sf	TBD	1,500 gpm to 2,000 gpm	2 hours
Single-Family Housing	1,200 sf (each)	N/A	1,000 gpm	1 hour

1. *Categorized as "Camp, Day"*
2. *Categorized as "Industrial Building" assumes three employees per business*
3. *Categorized as "Office" assumes five (5) employees per business*
4. *Indoor water usage rate of 42 gallon per capita per day will be the required State Standard for residential development as of 2030.*

Site of new civic plaza in repurposed warehouse space - May 2023

PROPOSED DEMAND ON WET UTILITIES

These calculations are based on anticipated development areas as presented within available pro-forma documentation. Outdoor water demands for various irrigated land types are assumed based on minimal turf coverage and implementation of native, drought tolerant shrubs and vegetation throughout the irrigated areas of the project. The water demand for irrigated areas is assumed to equal 29.0 gallons per square foot per year for turf areas, and 11.6 gallons per square foot per year for shrub areas. Assumed area breakdown calculations are available to the right.

Similarly, the proposed development of the Phase IV Parkway will result in the following demands on the sanitary sewer service.

Table 5 Waste Water Demands

Facility	Type	Unit	Unit Flowrate	Anticipated User /day	Demand
Trailhead Restroom ①	Picnic Park	Parking space	20 gal/ day	10 parking spaces	200 gal/day
Warehouse ②	Commercial	Employee	15 gal/day	12	180 gal/day
			Northern Area Total		**519 gal/ day**
Hatchery ②	Office	Employee	10 gal/day	10	100 gal/day
Multi-Family Housing ④	Residential	Person	38 gal/day	121	4,593 gal/ day
Single-Family Housing ④	Residential	Person	75 gal/day	7	533 gal/day
			Southern Area Total		**5,226 gal/ day**

The additional demands of the Phase IV Parkway project are not anticipated to require upgrades to the existing sewer mainline infrastructure.

Table 6 Multifamily area calcs

Item	Area
Total Site Area	67,000 sf
Building Footprint	17,000 sf
Paved Area	32,000 sf
Landscaped Area	18,000 sf
Turf 15%	2,700 sf
Shrubs 85%	15,300 sf

Table 7 Single family area calcs

Item	Area
Total Site Area	18,000 sf
Percent Habitable	20%
No. Dwellings	3
Avg. Dwelling Size	1,200 sf
Occupancy Rate	2.37
Population	7.11
Turf 10%	1,800 sf
Shrubs 30%	5,400 sf
Not Irrigated 60%	10,800 sf

Table 8 Warehouse area calcs

Item	Area
Total Site Area	374,616 sf
Building Footprint	5,600 sf
Paved Area	18,000 sf
non-irrigated 80%	280,813 sf
Turf 0%	0 sf
Shrubs 20%	70,203 sf

Table 9 Hatchery area calcs

Item	Area
Total Site Area	65,500 sf
Building Footprint	13,000 sf
Paved Area	36,000 sf
Non-irrigated 60%	9,900 sf
Turf 10%	1,650 sf
Shrubs 30%	4,950 sf

1. *Based on Table H201.4 of the California Plumbing Code*
2. *Assumed 90% of water demand.*
3. *Assumes occupancy of 2.37 people per home per Mariposa County Population data*

Creekside Terrace apartments along Mariposa Creek - May, 2023

NORTHERN SEGMENT WET UTILITY SERVICE CONNECTIONS

Proposed improvements within the northern segment of the Phase IV Creek Parkway are focused in two areas: the “town side” area includes the warehouse redevelopment with small restroom and playground east of the creek, while the “mountainside” area includes the trailhead parking lot and restroom west of the creek. The warehouse facility has existing water and sewer service connections which may be removed and replaced to facilitate the proposed small business improvements and small restroom. These connections would be routed from the warehouse building to the existing water and sewer mainlines.

The “mountainside” area of the development is across the creek from adjacent mainline connections, and as such several options were considered to facilitate the utility connections to this area. A potential solution for a potable water service on the “mountainside” of the creek is to connect to the adjacent Justice Center development and extend a service line along the shared access road down to the trailhead and restroom. This alternative assumes that the Justice Center project will be completed ahead of the Phase IV Creek Parkway project and will be agreeable to extending a service lateral for the Phase IV Creek Parkway. Additional coordination with the Justice Center development will be required to facilitate this future service stub. If this solution is deemed to be infeasible, another option would be to route a connection under the pedestrian crossing from the warehouse development to the trailhead. Either solution will require additional system analysis and design development during future implementation phases.

Based on existing topography around the proposed Justice Center, it is assumed that the finished floor of the development will generally be around 2,120 feet above sea level. It is further assumed that grades within the parking lot and trailhead will closely mimic existing conditions and will generally be around 2,095 feet above sea level, resulting in an assumed 25-foot vertical difference between the Justice Center development and the trailhead parking lot. This existing ground elevation within the vicinity of the warehouse is approximately 2,085 feet. Due to the topographic constraints within the area of the project, a sanitary lift station will be required to connect to the Justice Center. Routing a sanitary sewer service connection from the trailhead to the warehouse appears to be technically feasible but would require enhanced environmental design considerations and permitting.

The topographic and environmental constraints of connecting the trailhead restroom to either the Justice Center or the warehouse indicate that the ideal solution for sanitary service in this area will be a self-contained on-site wastewater treatment system (OWTS) such as a small septic tank and leach field. The design of this small OWTS is governed by the Mariposa County Local Agency Management Program Plan and would be categorized as a Standard System using gravity to convey tank effluent throughout a disposal field. The Mariposa County Local Agency Management Program Plan further references the California Plumbing Code for design considerations of septic tanks.

Based on demand calculations within Table 5, the total wastewater loading of the trailhead is anticipated to equal 200 gallons per day. Per section H201.4 of the California Plumbing Code, the minimum size of a septic tank is equal to 1.5 times the demand loading, or 300 gallons. A 750-gallon septic system is the minimum size allowed within the California Plumbing Code. A 750-gallon septic tank would likely meet the demands of the trailhead restroom; however, to provide longer cycles between necessary tank pumping it is recommended to provide a larger tank. Precise pumping, frequency is highly variable based on specific site and use conditions, but it is generally understood that for each percent increase in tank volume there is a corresponding percentage increase between pumping frequencies.

Effluent from the septic tank would be released to an adjacent leach field and allowed to percolate into the surrounding soils. A primary factor in the size of the leach field is the infiltration capabilities of the adjacent soil. A complete geotechnical analysis of the soils near the restroom including infiltration capacity will be required with future implementation phases of the Parkway. Other factors that affect the design of a leach field include proximity to bedrock, site slope, distance to surface waters, and the depth to groundwater. Bedrock can influence a leach field's ability to treat, absorb, and disperse wastewater and slopes greater than 30% will require additional evaluation. Leach fields should be located a minimum of 50 feet away from a flowing stream per section 13.08.090 of the Mariposa County Code regarding Sewage Disposal; the location of the currently proposed restroom is approximately 250 feet away from the creek. Per section H301.1 of the California Plumbing Code no portion of a leach field shall be located within five (5) feet of the groundwater table or in areas that are subject to flooding .

Site of new civic plaza in repurposed warehouse space - May 2023

SOUTHERN SEGMENT WET UTILITY SERVICE CONNECTIONS

Potable water and sanitary sewer service for the southern segment is anticipated to be provided via direct connection to the existing main lines running along the “mountainside” of the creek. The project will install new water and sewer service mains connected to existing facilities with branched service laterals for individual utility users. The shared main lines will follow the alignment of the Antone Road extension and will provide service for the southern development.

The elevation at the water storage tank located west of the Idle Wheels community is approximately 2,249 feet above sea level. The finished floor elevation of the proposed development of The Hatchery is anticipated to be approximately 2,024 feet above sea level. The storage tank is approximately 2,800 feet away from the proposed location of The Hatchery.

This 225-foot elevation difference would generate approximately 97.4 psi of pressure without considering friction head losses or losses from pressure reducing valves which may regulate the pressure of the system. It is assumed that there is sufficient pressure within the existing water system to provide service to The Hatchery and the single-family residences located along Standen Park Road, approximately 30 feet above the elevation of The Hatchery. Additional coordination and system hydraulic analysis will be required with future implementation stages of the Phase IV Creek Parkway project.

Flooding in Mariposa along Fournier Rd - January, 2023

View of Mariposa Creek along the southern portion of the Phase IV plan

DRY UTILITIES

PG&E provides electrical power to the Phase IV Creek Parkway area with most of the existing facilities located on the “town side” of the creek. There are a few locations where power lines cross the creek. One crossing, located south of the Creekside Terrace development, and approximately 1,150 feet north of the Joe Howard Road Bridge, carries 21kV overhead lines to Standen Park Road. The second crossing is a 4” underground 21kV service to the existing detention center.

Sierra Tel provides tele-comm services via an underground service line along Highway 49. Service is provided to the Creekside Terrace development, existing residences along Standen Park Road, and the Idle Wheels community. At the time of preparation of this Special Plan, Mariposa County is considering deployment of dedicated fiber communications connecting nearby County buildings. This dedicated fiber run would traverse the length of the Phase IV Creek Parkway extending from south of the Creekside Terrace development up to the existing detention center. An “Uptown Fiber Hub” is proposed to connect the existing detention facility, the existing Health and Human Services building, and Senior Nutrition Services building. The proposed schedule of fiber deployment is not known. Additional coordination with Mariposa County will be required to further understand how the proposed fiber deployment could coincide with the Phase IV Creek Parkway project and potential connections to future development.

Power lines over Creekside Terrace

Street crossing in the Phase IV site with power lines above - May, 2023

ANTONE
JOE HOWARD
STOP
SPEED
LIMIT
25

Implementation

Overview	146 - 147
Land Use Concepts	148 - 151
Financing Strategies	152 - 153
Relevant Statewide Regulations	154 - 157
Appendices	158 - 159

08

OVERVIEW

The Preferred Site Plan captures the potential for context-sensitive, self-mitigating development in the Phase IV study area, and responds to the Mariposa community's desires for more housing, creek improvements and restoration, space for community gathering and recreation, and opportunities for small business and local non-profit spaces.

The previous chapters provide details regarding the proposed development program, infrastructure development, and natural area restoration strategies for each segment of Phase IV. Appendices E and I further detail the development feasibility of the refurbished warehouse site and The Hatchery, development standards for Phase IV, and a Financing Strategy, respectively.

The table to the right summarizes how the Preferred Site Plan addresses the evaluation criteria for the Phase IV Special Plan. As a whole, the Special Plan achieves the goals and objectives set by the Steering Committee via community feedback and the project team's assessment of the site. Phase IV of the Mariposa Creek Parkway has the potential, and now the key pieces for implementation, of a vision that brings ecological benefits, prioritizes community health and wellness, and offers space for Mariposans to thrive in living, working, and playing.

This chapter provides the next steps for implementation of Phase IV, including conceptual land uses and zoning considerations, a summary of financing strategies, and applicability of statewide regulatory frameworks.

	ACCESS & CONNECTIVITY	ECOLOGY & ENVIRONMENT	HOUSING & EC. DEV	CIVIC LIFE	PLACE-KEEPING & PLACEMAKING	CLIMATE HAZ-ARDS	INFRASTRUCTURE
PARKWAY	✓			✓	✓	✓	✓
SECONDARY TRAILS	✓			✓	✓	✓	✓
BRIDGE	✓						✓
TRAILHEAD	✓						✓
WAREHOUSE REUSE			✓	✓			
NATIVE GARDEN		✓			✓		
OAK WOODLAND		✓					
STORMWATER PARK		✓				✓	✓
PLAYPARK				✓	✓		
CREEK ACCESS		✓		✓			✓
FOURNIER ROAD IMPROVEMENTS	✓						✓
HATCHERY			✓	✓	✓	✓	
HOUSING			✓				

> **...It will be important that all development be done in such a way that it lasts and won't burden the community in the future. Let's do it right and make it resilient for future generations.**
>
> *- Survey Respondent, June 2022*

LAND USE CONCEPTS

The preferred site plan in Chapter 5 defines the type of uses envisioned for the developable sites along Phase IV. In summary, the key goals for development in each segment of Phase IV are:

Northern Segment

- Allow for flexible use of civic space adjacent to refurbished warehouse
- Allow for play park
- Reserve area near Justice Center for trailhead/restrooms and downstream for restoration and natural areas.

Central Segment

- Protect area for restoration and natural areas

Southern Segment

- Allow multiple uses in The Hatchery building
- Preserve space for single-family housing
- Create provisions for flexible housing types

Meandering paths along the banks of Boulder creek – Boulder, CO

LAND USE CONCEPTS

Generally, the Plan sets forth a set of goals for land uses in future zoning considerations:

- Prohibit short-term rentals and lodging
- Preserve natural areas, promote restoration and ecological benefits
- Bring a range of housing types
- Create space for small-businesses at the warehouse
- Develop The Hatchery as a space for nonprofits and a resilience center
- Promote green infrastructure development

With these goals as parameters, the project team reviewed the existing code to identify potential ways to achieve these goals under current conditions, identified gaps in the existing code, and developed land use concepts to apply as development progresses for each use.

Existing Code

On the northern segment, the area is split into the following zones: Public/Quasi-Public (existing jail facility), General Commercial (warehouse building and future location of trailhead and playpark), and Light Industrial (future location of Justice Center and trailhead). Uses allowed in these zones are listed in Appendix G. The central segment includes land zoned Light Industrial and Single Family Residential 9,000 square feet (oak woodland restoration area), and the southern segment includes land zoned Single Family Residential 9,000 square feet (with the exception of Creekside Terrace being recently rezoned to Multi-Family Residential).

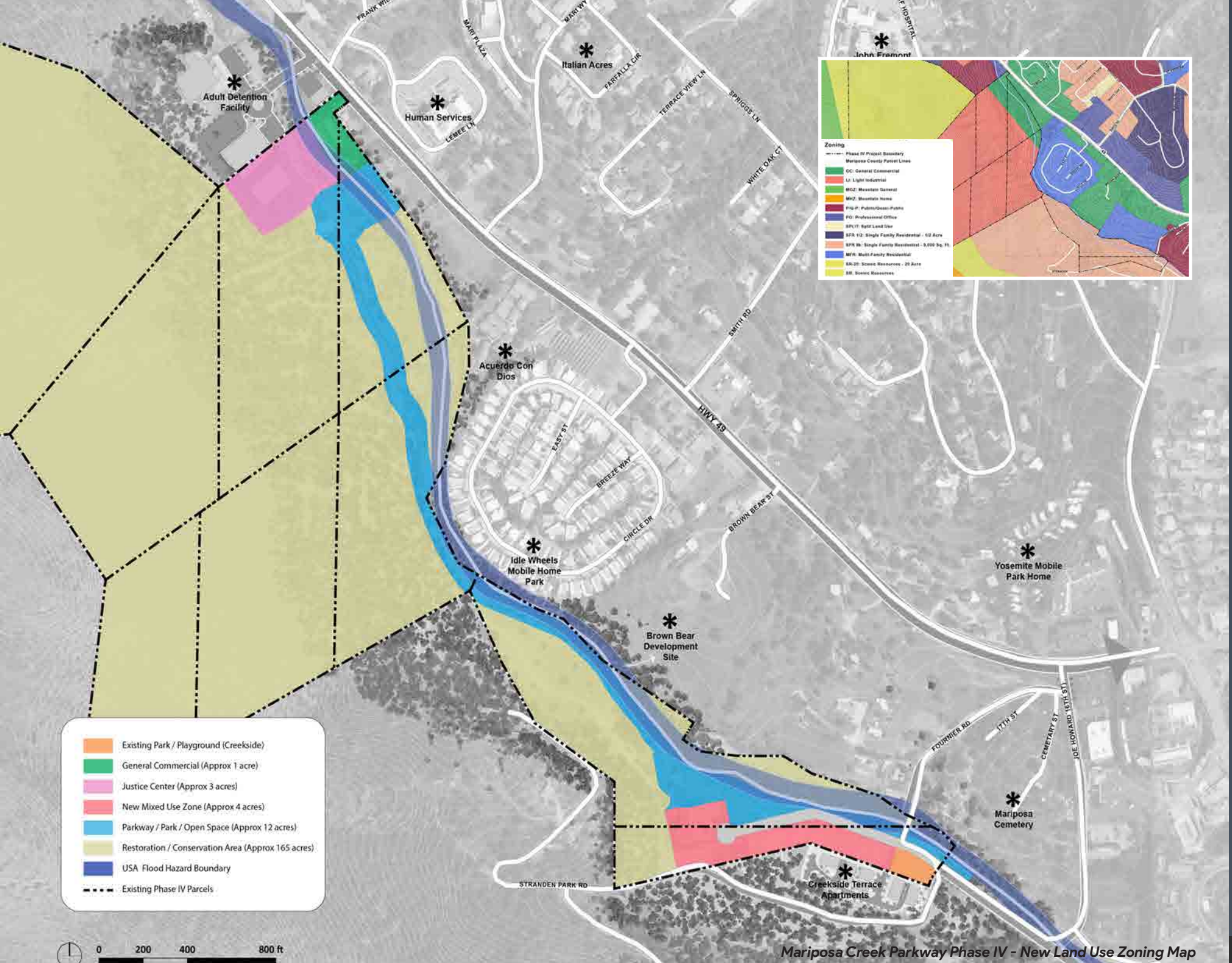
The existing zoning would allow for commercial uses at the refurbished warehouse and for single family housing at the southern segment. To develop all of the uses described in the preferred site plan, rezoning would need to occur, achieved through applying existing zones or developing a new zone for application in the Phase IV Special Plan area. The next section describes the proposed concept, using a combination of existing zoning and new zones.

Proposed Land Use Concepts

The map on the right shows the proposed land uses and zoning for the Phase IV study area. At the northern segment, the warehouse will remain General Commercial (about 1 acre), as the proposed uses are supported by the existing zone. The Justice Center will take up a portion of the area at the northern segment (about 3 acres). The Parkway and adjacent park uses will be rezoned to a recreation zone that protects public recreational uses along the Parkway and open spaces (about 12 acres) . The remainder of the Phase IV study area will be rezoned to a conservation / restoration zone (about 165 acres) that protects the ecology of the areas surrounding the Parkway and meets land stewardship goals as the land will be used for town wildfire protection.

The central segment will carry the new Parkway and Conservation zones through to the southern segment, where The Hatchery and housing uses will take on a new mixed-use zone (about 4 acres) that allows for flexibility of uses. The new zone will prohibit short-term rentals and other types of lodging uses and will allow for single-family residential to still develop along Standen Park Road.

The new Parkway / Park / Open Space zone will be subject to (at minimum) the existing regulations for parks as defined in the Mariposa Town Planning Area Specific Plan. Creating a park will require a proposal that is sent to the Parks and Recreation Manager, followed by review by the Facilities and Engineering Deputy Director and Director. After any potential restrictions to the park or revisions are addressed, the Recreation Commission will vote on the proposed park and then to the Board of Supervisors for approval. The Creek Parkway is defined as its own park facility. Excerpts from the Specific Plan relevant to park facilities is provided in Appendix G. Considerations specific to Phase IV park space may be defined in the new zone for this area in future implementation.



Mariposa Creek Parkway Phase IV - New Land Use Zoning Map

FINANCING STRATEGIES

This section presents several strategies for funding the backbone infrastructure and public facilities required to support development of the Phase IV Special Plan. The County can consider several tools for raising funding including: the process of selling real property; private exactions or exchanges through the Development Agreement process; evaluating the feasibility of an Enhanced Infrastructure Financing District or Community Facilities District; bond measures like General Obligation, Mello-Roos, and Revenue Bonds; new tax measures, like an increase in current tax measures (TOT); and leveraging state and federal grant funding.

The County now owns all 185 acres that comprise the Phase IV Special Plan area. Approximately 1 acre in the northern segment and 4 acres in the southern segment, not including the proposed Justice Center, are usable for commercial or residential development.

Key takeaways from the pro forma analyses conducted by Economic Planning Systems Inc. for the northern and southern segments are the need for public funding to support most or all the backbone infrastructure cost. This was anticipated throughout the project and staff are actively seeking and finding grant funds to support infrastructure. All these funds have been competitive, and the high public benefit supported by the synergy between affordable housing, environmental restoration, climate resiliency and recreation planning has helped these funding applications be successful. For example, in 2023, Caltrans awarded Mariposa County with a Local Transportation Climate Adaptation Program grant for Fournier Road Improvements.

If grant funds alone are not adequate, the sale of portions of the property to fund backbone infrastructure could be undertaken strategically to support the recommendations in the Phase IV special plan. A first step could be seeking an Exclusive Negotiations Agreement (ENA) with a qualified partner with shared development values. This would be particularly effective in the Southern site if the County was to pursue Scenario 2: office/flex building, market rate rental apartments and single-family residences.

The ENA sets the stage for a Development Agreement (DA) between the County and a development partner. Through the DA, the County could ask for the construction of public infrastructure or amenities in exchange for a reduced sale price of the real property or a reduction in a tax like the Transient Occupancy Tax for a certain amount of time. One of the key outcomes of this public-private partnership process is that, at the end of the agreement, the project will be vested to the development agreement, and it will run with the land.

The construction and maintenance of public facilities and infrastructure are costly endeavors. Capital improvement cost can be funded through a variety of bond measures. Notably General Obligation or Municipal bonds, Revenue bonds and Mello-Roos Bonds. A jurisdiction should engage with their bond counsel on consideration of any bond. Establishment of a public finance district is another option.

An Enhanced Infrastructure Financing District (EIFD) is a special district that uses a portion of property tax revenues generated by community economic growth from a specifically defined area to finance infrastructure and economic development projects of significant public benefit. Established by the State of California in 2014 as part of an economic development tool kit that replaced “re-development,” EIFDs have proven to be a sustainable model for growth, leveraging increased property tax increments into a fund that can be used to construct and maintain additional economic development and community amenities. The EIFD does not add a tax. Improvements gained through EIFD funding support future development and result in increased property values. The increased property tax revenues from the “base year” then

can be leveraged for additional improvements. This leverage can be in the form of matches for grants, specific financial investments, or as a backstop for a capital improvement loan.

An EIFD requires the formation of a Public Finance Authority and special financing district, a government entity made of both public and private partners from the district that oversee the fund. Likely partners in a Phase IV Special District would be MPUD, the County, the Economic Development Corporation and potentially local hoteliers. As we consider EIFDs for the Phase IV Special Plan area it may be worth considering a EIFD for the Mariposa Town Planning Area, or MPUD Service Area that are already supplied with enhanced infrastructure, amenities and public services. Community Facilities Districts(CFD) in conjunction with a Mello-Roos bond follow a similar process. The formation of an EIFD or CFD is a significant process and initial analysis on the returns to the district should be undertaken.

Creekside Terrace ribbon cutting ceremony

RELEVANT STATEWIDE REGULATIONS

Development along Phase IV (and of the Parkway itself) will trigger several regulations that will need to be addressed at different stages. This section summarizes those next steps needed to meet statewide agency requirements

California Environmental Quality Act (CEQA)

Analysis and documentation of the "Mariposa Creek Parkway Phase IV Special Plan" (Plan) in accordance with the California Environmental Quality Act (CEQA) is not required for the adoption of the "Plan" by the County Planning Commission; however, further implementation of the Plan will require analysis under CEQA.

The CEQA analysis and documentation will include the preparation of an Initial Study (IS) and technical studies for Biological Resources and Cultural Resources. The IS would be used as a tool to see whether a Mitigated Negative Declaration (MND) or Environmental Impact Report (EIR) is required. It is recommended that the scope of the proposed project to be studied under CEQA include the entire Plan, as this is most appropriate and economical. However, should implementation of the Plan need to be phased due to available funding, interest by private development, etc., the Plan may be studied as several smaller projects (i.e., Fournier Road, Southern Site and Northern Site).

Mariposa County, as the CEQA Lead Agency, can adopt an MND if it finds the proposed project will have no potential for significant environmental impacts. An IS is a preliminary analysis which is prepared to determine the relative environmental impacts associated with a proposed project. The IS shall contain, in brief form: (1) A description of the project including the location of the project; (2) An identification of the environmental setting; (3) An identification of environmental effects by use of a checklist and analysis of resource impact areas. Preparation of an EIR is required when a Lead Agency determines that a proposed project would have one or more significant impacts on the environment based on a preliminary review of the project (State CEQA Guidelines § 15060) or completion of an IS (State CEQA Guidelines § 15063). The outcome of the Biological Resources and Cultural Resources studies will assist with this determination.

Since the Plan outlines how to mitigate environmental impacts, it is anticipated that an MND would be adequate for CEQA. Should federal funding be utilized in the implementation of any portion of the Plan, additional studies and findings under the National Environmental Protection Act (NEPA) would be required and will build off the analysis done under CEQA.

California Action Plan for Transportation Infrastructure (CAPTI)

The Special Plan aligns with many of the guiding principles outlined in the CAPTI adopted in 2021 including:

"Investing in networks of safe and accessible bicycle and pedestrian infrastructure." The Mariposa Creek Parkway promotes active modes of transportation including biking and walking. It provides a safe connection for cyclists and pedestrians, and the Phase IV segment will complete a critical portion to the northern terminus of the Parkway.

"Assessing physical climate risk." A goal of the Phase IV Special Plan is to mitigate climate hazards and address needs for emergency evacuation. The Parkway will accommodate emergency vehicles during future disaster events. Development at the Phase IV site will include green infrastructure to mitigate risk where possible.

"Protecting natural and working lands." The Special Plan identifies areas to prioritize conservation and restoration of critical habitats and address Creek health, both upslope of the Parkway and along the Creek itself.

Mariposa Creek Parkway Phase IV - Existing Conditions

RELEVANT STATEWIDE REGULATIONS

"Promoting projects that do not significantly increase passenger vehicle travel." The Parkway is a multi-use trail for active modes of transportation. Adequate parking will be provided along the Parkway (e.g., warehouse and northern trailhead, Brown Bear, and The Hatchery), but users of the Parkway will also travel to the area by biking or walking from the lower sections of the Parkway or other areas in Mariposa. Phase IV will not bring additional passenger vehicle travel to the area.

Traffic Impact Analysis

A Traffic Impact Analysis (TIA) has been completed for Fournier Road as part of the Climate Adaptation Program. The analysis completed for The Hatchery area shows need for substantial road improvements. Additional analysis will be done at later phases in the development process in order to meet standards for Joe Howard Street and Fournier Road.

Encroachment Permit

The developable area on the northern segment abuts Highway 49, a Caltrans Right of Way. The County has an existing encroachment permit for this section of Highway 49 (the warehouse parcel) and it is believed to be adequate for the uses proposed in the Special Plan at the refurbished warehouse.

Mariposa Creek Parkway Phase IV - Existing Conditions

APPENDICES

The Mariposa Creek Parkway Phase IV Special Plan provides a vision and framework for implementing key sections of the Parkway with unique development potential. The project team thanks community members who provided feedback and input, the Steering Committee for their expertise and guidance, the Board of Supervisors for direction and initial vision, and Caltrans for the opportunity to study the area and pursue implementation.

Appendices referenced throughout the Special Plan are listed below and provided as supplemental documents.

- ***Appendix A.*** Existing Conditions And Context Report
- ***Appendix B.*** Opportunities and Constraints
- ***Appendix C.*** Conceptual Site Plan Alternatives Analysis
- ***Appendix D.*** Trails Day survey results
- ***Appendix E.*** Development Feasibility - Warehouse and Hatchery
- ***Appendix F.*** Infrastructure Figures
- ***Appendix G.*** Use definitions

MARIPOSA CREEK PARKWAY PHASE IV SPECIAL PLAN

EXISTING CONDITIONS AND CONTEXT REPORT

NOVEMBER 2022

EXECUTIVE SUMMARY

The Town of Mariposa is the county seat of Mariposa County, the “Mother of Counties” and the Gateway to Yosemite. While Mariposa County’s population and industry have changed over the decades, the area remains a thriving and vibrant Sierra foothill community, as well as an attractive destination for visitors seeking access to the County’s significant public land resources—including Yosemite National Park. Both Mariposa County and the Town of Mariposa have stated goals that future planning efforts should consider quality of life for residents as well as opportunities for enhanced visitor experiences. One way the County seeks to do this is through implementation of the 2019 **Mariposa Creek Parkway Master Plan**.

The Parkway will provide improved access to recreation within the Town of Mariposa, especially for residents, and will catalyze authentic, locally resonant development that makes Mariposa more livable and attractive. **Phase IV** of the Parkway is located at the northern access point along Mariposa Creek and runs from the Creekside Terrace community (to the southeast) to the Mariposa County Jail (at the northwest terminus).

The **Existing Conditions and Context Report** provides information about the **Phase IV segment** including the physical environment, infrastructure, regulatory requirements, and market conditions. The Report begins with an executive summary of the key findings and opportunities and constraints identified in the Phase IV segment. The full version of each report is included as an appendix in this document following the summary:

- Appendix A: Biological Constraints and Opportunities Analysis
- Appendix B: Infrastructure Context Report
- Appendix C: Market Conditions
- Appendix D: Planning and Regulatory Context Report

Mariposa Creek and existing parkway segment

KEY FINDINGS

Natural Environment

The Biological Constraints and Opportunities Analysis, completed by Live Oak Associates Inc., provides the existing conditions for the Phase IV segment related to the natural environment including documentation of ecology, habitat, topography, hydrology, and soils. Key findings of the analysis are:

- **Biotic habitats / land uses of the project site consisted of chapparal/ burn scar, oak-pine woodland, mixed riparian woodland, riverine, and developed/ruderal areas.** Special status species potentially occurring on the site include a number of rare plant species, as well as California Species of Special Concern. Sensitive or regulated habitats on the site consist of riparian vegetation and the bed and bank of Mariposa Creek.
- **Any development proposed for the site must comply with state and federal environmental protection laws and the policies of the agencies that administer them.** This will include compliance with the California Environmental Quality Act (CEQA) and Clean Water Act (CWA).
- **Areas within ordinary high water of Mariposa Creek and its tributaries would be considered waters of the U.S. Project development.** This will require the fill or excavation within waters of the U.S. and would require a Department of the Army (DA) permit. In addition to the DA permit, a state Water Quality Certification (WQC) would be required. Avoidance and minimization measures for project impacts to sensitive biological resources will be prescribed in the CEQA document and required permits.
- **Extensive impacts to rare plants may require some sort of compensatory mitigation.** Measures for various species include preconstruction surveys, relocation as needed, and avoidance of tree removal during roosting or reproduction seasons.
- **The anticipated time required for project approval by all applicable agencies is estimated to take six (6) months to one (1) year from the time of all permit submittal packages.** Permits will likely include a Department of the Army (DA) permit issued by the U.S. Army Corps of Engineers (USACE) per provisions of the Clean Water Act, as well a state Water Quality Certification (WQC).
- **Opportunities have been identified for the project to enhance or create natural biotic habitats on the site that would be of value to locally occurring native wildlife species and provide a more enriching human experience.** These opportunities include the eradication of Himalayan blackberry, planting native vegetation, and establishing trails and natural history interpretative signs to increase the awareness and appreciation of the native creek ecosystems with the goal of reinforcing or increasing conservation and stewardship of local native biotic resources.

Key Findings

Infrastructure

Provost & Pritchard reviewed the existing infrastructure in the Phase IV segment study area, including roads, site access, trails, utility access, and related infrastructure. Key findings from this review are:

- **Mariposa Public Utilities District (MPUD) provides potable water and sanitary sewer services to the town of Mariposa and the Phase IV plan area is within the current District Boundary.** MPUD is in the process of expanding their District Boundary and Sphere of Influence (SOI) as part of the Mariposa Town Planning Area Reorganization Project currently in progress.
- **The entirety of Mariposa Creek through the Phase IV plan area is a regulatory floodway with established base flood elevations per FEMA.** Along the Idle Wheels development, drainage pipes were observed daylighting along the creek embankment. No significant erosion was observed.
- **PG&E provides electrical power to the Phase IV plan area.** Most of their facilities are on the "town side" of the creek, providing power to existing development, with a few locations were their facilities cross Mariposa Creek to existing development on the "mountain side" of the creek. Sierra Tel has buried communication facilities in the Phase IV plan area. PG&E does not have gas facilities in the area; gas service in the town of Mariposa is provided by on-site propane tanks.
- **The Phase IV plan area has varied terrain.** The terrain generally falls from State Route 49 down to the creek and then climbs significantly up to the ridgeline "mountain side" of the creek. The creek falls at an average slope of 2% over the mile length of the creek in the Phase IV plan area. No evidence of significant slope failures was observed.
- **Existing paved roads and circulation present opportunities and challenges for the Phase IV segment.** The Creekside Terrace multi-family housing development is constructing a paved public road north of the Joe Howard Street bridge across the frontage of the development (approximately to Fournier Road) which will also include concrete sidewalk providing accessible pedestrian and vehicular access to the downstream end of the Phase IV plan area. The upstream area has vehicular access from the bridge at the Mariposa County Jail facility. No public parking or trailheads exist at either end of the Phase IV plan area. The Phase IV plan area has no existing pavement; access along the MPUD sewer easement and the "mountainside" of the creek is provided by a dirt road.

Key Findings

Market Conditions

The Market Conditions Study prepared by Economic & Planning Systems Inc. provided general demographics, economic conditions, and development assessment of housing, retail, office, civic, and other potential uses in the Phase IV segment. Key findings are:

- **Over the past decade most households in Mariposa own their homes and reside in single-family dwellings.** Nearly 60% of households in the County own their homes, with over 80% of owner-occupied households living in detached single-family units.
- **Mariposa has more than twice the number of employed residents than jobs. Mariposa County has almost 9,000 resident-workers and about 4,500 jobs.** Amongst the 8,880 employed residents in the County, about 28% are residents who both live and work in the County, and 72 percent commute to jurisdictions outside of the County.
- **Mariposa's housing supply increased slightly over the past decade.** The U.S. Department of Housing and Urban Development estimates 364 net new housing units between 2010 and 2020. However, these trends to not account for loss of supply due to wildfires. The Detwiler (2017) and Oak (2022) Fires destroyed 197 homes.
- **Mariposa has a high residential vacancy rate largely due to seasonal, recreational, or occasional use housing units.** As of 2020 approximately half of the vacant supply comprises season, recreational, or occasional use housing units.
- **The housing market in Mariposa County has become more competitive since the onset of the COVID-19 Pandemic.** While Mariposa falls in the middle of affordability within the surrounding region's housing supply, home prices have increased 112% since 2013. More people are seeking affordable housing markets and taking advantage of moving to more remote locations by being able to work from home.
- **The County's top employment industries align with its reliance on tourism to the County's key asset, Yosemite National Park.** In addition to Yosemite National Park, the County is a popular destination for outdoor activities including river rafting/ kayaking, mountain biking, hiking, fishing wildflower viewing, as well as many historical attractions.
- **Over the last decade, a small amount of commercial retail or office space appears to have been added to the limited commercial market in the County.** The old Masonic Lodge has been converted to office space, but not yet leased out.

Key Findings

Planning and Regulatory Context

SERA reviewed the planning and regulatory context relevant to the development of the Mariposa Creek Parkway Phase IV Special Plan. The plan review included the following planning documents: *Mariposa Creek Parkway Master Plan; Mariposa County General Plan; Mariposa County Housing Element & Comprehensive Housing Program Implementation Study; Mariposa Town Specific Plan; Law Enforcement Headquarters Facility Study; Mariposa County Recreation and Resiliency Plan; Mariposa Creative Placemaking Strategy; Mariposa County Integrated Mobility and Housing Strategy*

Key findings from these documents are:

- **The 2019 *Mariposa Creek Parkway Master Plan* sets a foundation for planning the Phase IV segment.** The Master Plan articulates a vision for the Mariposa Creek Parkway as "more than a trail, [but] a public space that must accommodate a range of programs and amenities" that align with three locally endorsed themes: health and wellness; community and creativity; and education and environment.
- **The *Mariposa County Integrated Mobility and Housing Strategy* (IMHS, 2021) also provides relevant context for potential housing development the Phase IV segment.** If the ongoing work on Phase IV shows potential for housing development, the IMHS presents housing priorities that align with needs across the County, such as housing for Yosemite National Park's workforce.
- **Mariposa County's *Recreation and Resiliency Plan* (2021) presents recommended strategies for the Mariposa Creek Parkway and adjacent areas, including the Phase IV segment.** Expanding regional trail networks, bridging gaps in access to community recreational opportunities, and integrated wildfire management practices are examples of implementation of this plan on the Phase IV segment.
- **The Mariposa Creek Parkway Phase IV segment includes parcels that are currently zoned Single Family Residential (9,000 sq. ft.), Light Industrial, and Scenic Resource 20-Acre.** Parts of the segment are also in excess of 20 percent slopes and are subject to the Hillside Development Standards in the *Mariposa Town Specific Plan.*
- **The *Mariposa Creative Placemaking Strategy* (CPS, 2021) uses temporary co-created public art pieces (incidentally, located along existing and future segments of the Mariposa Creek Parkway) to solicit community input on narratives, aesthetics, and placemaking mediums that resonate with the local community.** The strategy specifically identifies the parkway and the Phase IV segment as a potential location for placemaking activities.

OPPORTUNITIES + CONSTRAINTS

Phase IV of the Mariposa Creek Parkway will allow for continued implementation of a range of community policies set by both Mariposa County and the Town of Mariposa. The development of the Parkway provides primarily improved quality of life for residents of Mariposa through increased access to recreation. Secondarily, it will continue to strengthen Mariposa's sense of place that consistently draws visitors to the area. Specifically, implementation of Phase IV presents several opportunities and constraints for consideration in further planning and implementation strategies in development of the Special Plan.

Figure 1 identifies spatial-related opportunities and constraints according to the following categories:

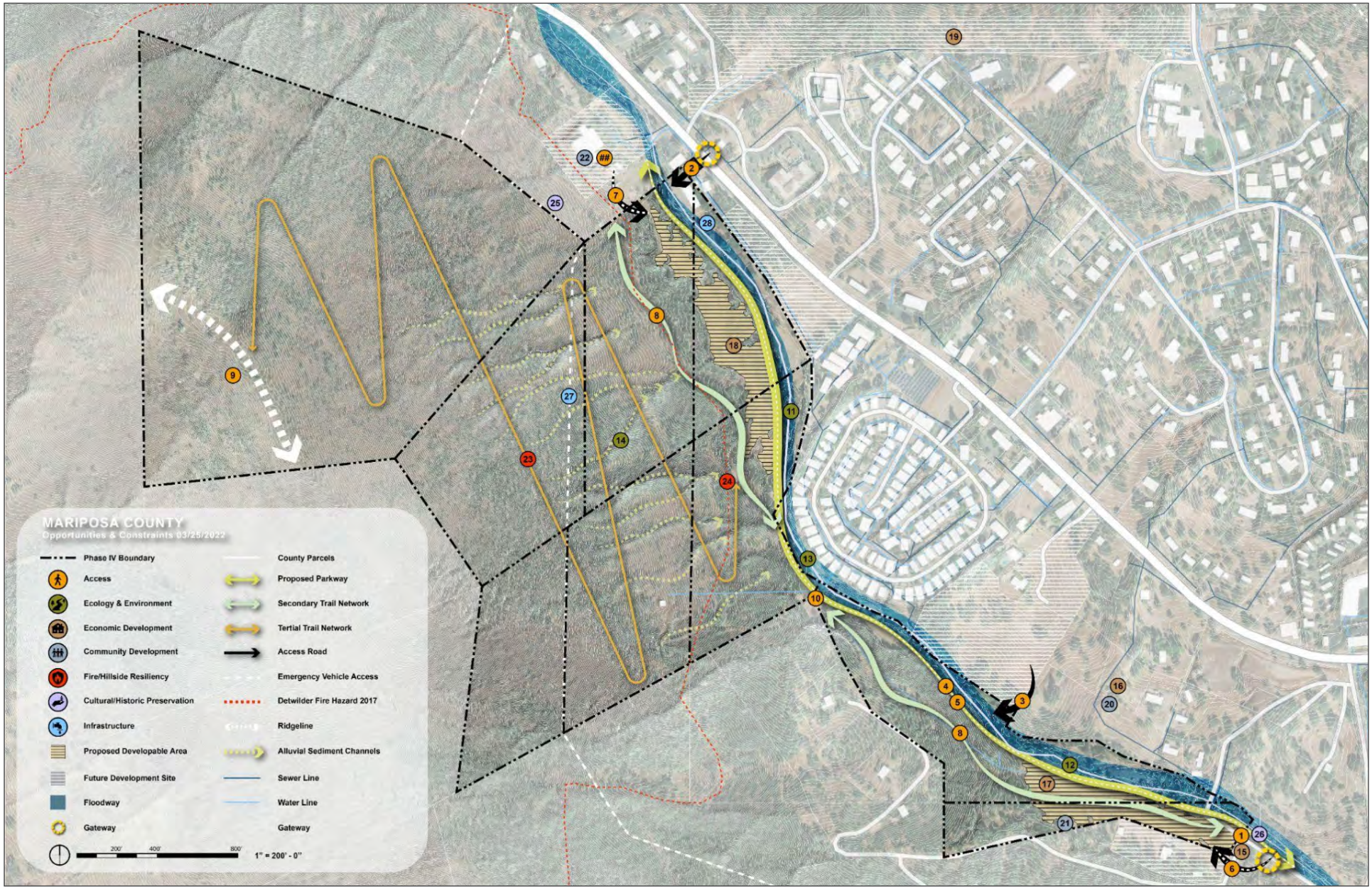


Figure 1. Mariposa Creek Parkway Phase IV Opportunities and Constraints

Opportunities + Constraints

#	Potential Activity	Opportunity	Constraint
ACCESS & CONNECTIVITY			
1	**Extension of Parkway to Phase IV Site**	Create an aesthetically vibrant place for active and passive recreation that connects to existing Parkway segments.	Currently there is no continuous path connecting previous phases of the Parkway to the Phase IV site (but Phase III is in progress (estimated date of construction completion is fall 2026).
2	**Gateway to Parkway from north entry**	Establish northern gateway moment to welcome visitors into site. Consider future connection to Field of Dreams site.	Lack of visibility creates a need to enhance design of entryway and access into the site. No clear pedestrian connection is evident between Field of Dreams and Phase IV site. Further analysis required.
3	**Entryway/shared parking from Brown Bear site**	Integrate connection from Highway 49 through the Brown Bear Conference Center/Hospitality site to the Parkway. Utilize potential shared parking lot with Brown Bear to increase accessibility for auto-users.	Brown Bear site is not County-owned land; coordination will be required with private developer.
4	**ADA accessible path**	Construct an ADA-accessible pathway for connectivity along the creek. This facility could be permeably paved, heat-sensitive, PH-balanced, and/or load bearing.	Paving the Parkway creates potential risk for affecting the riparian health of the habitat. Utilizing permeable pavement systems requires routine maintenance for continued performance; creek Parkway is potentially subjected to heavy loading of pollen, fine soil, and/or dust particles.
5	**Emergency Vehicle Access along proposed Parkway extent**	Consider Emergency Vehicle Access along proposed Parkway for use during emergencies.	Roadway construction might not be possible due to existing grade and sections of narrow width along Parkway.
6	**Emergency Vehicle Access (EVA) extension from Creekside Terrace**	Ensure Emergency Vehicle Access from existing Fournier Road into site.	Potential extent of continuous road within site is to be determined. Considerable cost associated with infrastructure location and construction.
7	**Emergency Vehicle Access extension from proposed Sherriff's office**	Ensure EVA access from proposed jail road into site. Consider shared parking strategy for Sherrif's office and Phase IV site.	Phasing of jail road has not been determined, coordination with Sheriff's office will be required. Potential extent of continuous road within site is to be determined.
8	**Secondary trail network**	Strengthen existing secondary trail system to create alternate recreational pathways parallel to Parkway. Secondary trails could be built/maintained as informal pathways.	Grading and maintenance are required to create a secondary system of trails along Parkway.
9	**Proposed ridgeline overlook**	Enhance viewing area connected by a third system of trails to allow sights of the valley.	Grading and maintenance are required to create a third system of trails from Parkway to hilltop.

#	Potential Activity	Opportunity	Constraint
ECOLOGY & ENVIRONMENT			
11	**Restoration of Mariposa Creek**	Restore and enhance creek for ecological and hydrological resilience - including geomorphology, wetland, riparian and upland buffer areas.	Thinning, encroaching, and extraction of aggregates in stream, riparian zones and adjacent areas have caused considerable damage to the ecosystem. Significant remediation work would be required.
12	**Design of floodway surrounding Mariposa Creek**	Increase resiliency of creek by designing to accommodate for flooding. Implement a geomorphological approach to restore the creek. Identify the exposure and vulnerability of sewer and other infrastructure adjacent to the creek (flooding, erosion, sedimentation). Include the greenstone exposed beds as a local asset and opportunity for geological literacy.	Infrastructure is already vulnerable to persistent flooding during storm events. A geomorphological assessment is required (including hydraulics and hydrology) to identify potential strategies (dam removal, beaver analogs, floodplains, erosion control, etc.).
13	**Restoration of native aquatic plants and habitat**	Increase moments along the Parkway to diversify, reintroduce, and protect upland-buffer, riparian, wetland, and aquatic plant species through restorative design and focal species consideration.	Infrastructure such as natural and engineered damming will require sensitive analysis before intervening. Strategic widening of creek needed (mainly where legacy mine tailings were accumulated).
14	**Enhancing landscape connectivity and watershed processes**	The creek and Parkway are a corridor for multiple species and larger ecological dynamics, considering the connectivity to uplands and the watershed. Identify alluvial channels along the hillside to mitigate sediment deposition hazards and erosion while promoting water infiltration.	Refined suitability analysis is needed to confirm the buffer management zone between the hillside and the development. Maintenance of channels is required to decrease the risk of destruction and erosion in the upland zone. The action area might expand to areas beyond the creek and Parkway zones.
15	**Improvement of Water Quality/Green Infrastructure**	Identify the opportunities to enhance the capacity of the creek and its adjacent areas (wetland – riparian – upland) to provide flood and fire regulation and improve water quality.	Urban runoff from adjacent urban development requires assessment and a management plan to avoid pollution entering the wetlands and creek. The flood and fire management zones might require different strategies and actions.
16	**Biodiversity – Identification of relevant and vulnerable species and distinct feasibility zones**	The ecological assessment (by Oak) will identify species and areas to protect and avoid direct and indirect impacts. Conduct a feasibility study to identify use zones.	The ecological assessment needs to include the upland areas beyond the creek and riparian space. The feasibility study might reveal new conditions present in the existing ecology.
17	**Climate resiliency -drought contingency**	Identify opportunities to capture and reuse water and establish water conservation measures.	Perceived additional costs.

#	Potential Activity	Opportunity	Constraint
HOUSING & ECONOMIC DEVELOPMENT			
18	**Tourism attraction/town beautification landmark**	Create a meaningful attraction for both the local community and tourists.	Tourist-focused improvements can often turn off or be alienating to residents, whereas authentic, local experiences will often draw out-of-towners. Therefore, inward-focused programming should be emphasized to support the community rather than tourists exclusively.
19	**Potential retail location**	Create retail shopping and/or dining amenities for pedestrians passing through the site.	Parcels considered for retail do not fall within Phase IV site.
20	**Housing development site #1**	Extend housing opportunities from existing affordable housing development sites along Fournier Road.	Slope of site combined with flood potential from creek may cause challenges to constructability of additional housing units.
21	**Housing development site #2**	Create housing opportunities within flat portion of site.	Slope of site combined with flood potential from creek may cause challenges to constructability of additional housing units.
CIVIC LIFE			
22	**Development of community center**	Consider acquiring additional parcels to create a recreational/community center for residents and visitors. Alternatively, consider the possibility of establishing a partnership with the landowners to utilize the parcels without ownership of them.	County does not currently own these parcels and would need to consider acquisition.
24	**Partnership for bike patrol programming with Sherrif's office**	Establish partnership between Sherrif's office and community to provide bike patrol services along Parkway.	Strong partnership needed between community and Sheriff's office to create viable partnership.
25	**Parks & Recreation amenities along Parkway**	Identify key moments along Parkway to create passive and active uses for visitors and tourists to enjoy.	Feasibility of construction due to grading issues will affect possible program and use.
26	**Continuation of community stewardship and direct experience**	The people living adjacent to the creek (Creek Side Terrace and new ones) and visiting the Parkway will try to get to the water. Provide access and observation points to avoid damage to restored areas, Establish native species nursery and community restoration activities. (Already happening). Open and populate a citizen science project in I-Naturalist. Populate with the existing assessments and invite people to join.	Inviting people to the creek might increase the disruption . Uncertain participation and follow-up.
27	**Physical space for community gathering & engagement**	Build off of previous efforts identified in the recreation and resiliency plan. Create opportunities to foster togetherness through physical space and programming.	Coordination with various community groups will be required to effectively facilitate these efforts.

#	Potential Activity	Opportunity	Constraint
FIRE			
28	**Fuel breaks/tertiary trail network**	Create trail breaks for fuel continuum disruption (including vertical) and access to hillside while promoting shade and canopy. Leverage this effort to establish regenerative stormwater management and erosion control.	No trail currently exists to top of hillside; grading efforts and slope analysis will be required to establish a functional network. Fuel breaks might increase erosion by concentrating stormwater.
29	**Integration of Cal FIRE-endorsed neighborhood design strategies**	Initiate conversation with CAL Fire to determine accessibility issues during fire events. Conduct due diligence to identify specific prevention measures for site. Establish a shaded defensible space maintaining and promoting wind barriers (ember catching).	Input from CAL Fire will impact design feasibility. Defensible spaces might strengthen an approach of clear cutting all vegetation which has a negative effect.
30	**Hillside vegetation management/ understory brush removal**	Integrate fuel removal practices to reduce risk of wildfire during vulnerable seasons.	Outreach needed from various organizations and community groups to determine best practices for maintenance.
31	**Climate-resilient water storage infrastructure**	Identify potential infrastructure locations for water storage during fire event, upslope of new Justice Center.	Coordination with CAL Fire required in order to determine feasibility and suitability of locations.
PLACEKEEPING			
32	**Preservation of cultural resources including those with significance for the Southern Sierra Miwuk Nation**	Understand culturally significant resources and attributes within Phase IV site. Work with affected community members, including the Southern Sierra Miwuk Nation's tribal council, to identify, protect, and/or enhance cultural resources.	An ongoing process is needed that might delay implementation of site and/or Parkway improvements.
33	**Comprehensive and multicultural interpretive signage program**	Continue wayfinding and signage experience along Parkway to celebrate history of Mariposa and creek.	Community partnerships needed to support these efforts.
34	**Public Art & Performance**	Continue efforts regarding creative placemaking strategies to support public art & performance needs for the community.	Funding will need to be identified in order to support these effots.
INFRASTRUCTURE			
35	**Expansion of Mariposa Public Utility District Service Area (annexation in progress)**	Potential to improve existing infrastructure network to accommodate development within Phase IV site.	Steep topography and lack of access to hillside will create challenges to enhancing system. Impact on cost will likely be significant.
36	**Extend water services across creek to developable area**	Water service is more readily available to parcels with water mains running through/near them. Water is on the west (“hill”) side of creek downstream of Idle Wheels and then crosses to east (“town”) side of creek upstream of Idle Wheels.	Considerable cost associated with extensions to water network.
37	**Extend sewer services across creek to developable area and to Brown Bear Development Site.**	Sewer service is more readily available to parcels with sewer mains running through/near them. Sewer is on both sides of the creek downstream of Idle Wheels and at Idle Wheels, sewer crosses creek and continues north on east (“town”) side of creek.	Considerable cost associated with extensions to sewer network.

APPENDIX A

LIVE OAK
ASSOCIATES, INC.

BIOLOGICAL CONSTRAINTS AND OPPORTUNITIES ANALYSIS
MARIPOSA CREEK PARKWAY PHASE IV SPECIAL PLAN
MARIPOSA COUNTY, CALIFORNIA

Prepared by

Live Oak Associates, Inc.

Austin Pearson (Director of Ecological Services)
Jeff Gurule (Senior Project Manager)

Prepared for

Matthew C. Arnold
SERA Design and Architecture
338 NW 5th Ave.
Portland, OR 97209

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2317-03

EXECUTIVE SUMMARY

Live Oak Associates, Inc. (LOA) investigated the potential biological resource constraints associated with development of Mariposa Creek Parkway Phase IV Special Plan ("project") within 187 acres ("project site") west of the town of Mariposa in Mariposa County, California. Such constraints would be related to special status species, jurisdictional waters, and other biological resources protected under state and/or federal law. Accordingly, this report examines the regulatory implications of project-related disturbance to sensitive biological resources. Additionally, this report assesses the potential opportunities for the project to enhance biological resources on the site for ecological and social benefits.

Biotic habitats / land uses of the project site consisted of chapparal/burn scar, oak-pine woodland, mixed riparian woodland, riverine, and developed/ruderal areas. Special status species potentially occurring on the site include a number of rare plant species, as well as the western pond turtle (*Actinemys marmorata*), western red bat (*Lasiurus blossevillii*), and pallid bat (*Antrozous pallidus*), all of which are California Species of Special Concern. Additionally, the ringtail (*Bassariscus astutus*), a California Fully Protected mammal, has the potential to occur on the site. Sensitive or regulated habitats on the site consist of riparian vegetation and the bed and bank of Mariposa Creek.

Any development proposed for the site must comply with state and federal environmental protection laws and the policies of the agencies that administer them. Compliance with the California Environmental Quality Act (CEQA) will also require additional environmental review of the selected project, despite the inclusion of the project in the Mariposa Town Planning Area Specific Plan Environmental Impact Report certified in 1992. This review may be as simple as completing the CEQA checklist or, at most, require an Initial Study / Mitigated Negative Declaration (IS/MND) that will describe existing site conditions, evaluate project impacts to biotic resources, determine which impacts are significant, and prescribe mitigation that would, to the extent possible, reduce impacts to a less than significant level. The federal Clean Water Act (CWA) may also pose constraints to onsite development. Because the site is not expected to support state- or federally-listed species, the state and federal Endangered Species Acts are not expected to constrain project development.

Areas within ordinary high water of Mariposa Creek and its tributaries would be considered waters of the U.S. Project development requiring the fill or excavation within waters of the U.S. would require a Department of the Army (DA) permit issued by the U.S. Army Corps of Engineers (USACE) per provisions of the CWA. In addition to the DA permit, a state Water Quality Certification (WQC) would be required. A DA permit and WQC cannot be issued until the magnitude of impact to waters of the U.S. has been determined. Therefore, potential jurisdictional boundaries of onsite aquatic resources would need to be formally delineated and verified by the USACE according to methodologies developed by the USACE prior to the issuance of these permits. Mariposa Creek and its tributaries are also likely to fall under the jurisdiction of the California Department of Fish and Wildlife (CDFW). Project activities in these areas would require, at a minimum, submission of a Streambed Alteration Notification to CDFW, and will likely require issuance of a Streambed Alteration Agreement (SAA). Avoidance of jurisdictional waters adheres to the community's stated preference for having a

light impact on the natural environment and optimize the project's permitting and approval pathways.

Avoidance and minimization measures for project impacts to sensitive biological resources will be prescribed in the CEQA document and required permits. Measures for rare plant species are expected to consist of preconstruction surveys, avoidance of rare plant populations if found, and salvage of plants that can't be avoided as described in a CDFW approved salvage plan. Extensive impacts to rare plants may require some sort of compensatory mitigation. Measures for western pond turtle are expected to consist of preconstruction surveys and relocation of turtles, as needed. Measures for the pallid bat and other roosting bats are expected to consist of avoiding tree removal during the maternal roosting season (April 16-September 30), preconstruction surveys for any tree removal that must occur during the maternal roosting season, and avoidance of maternal roosts found during surveys. Measures for the ringtail are expected to consist of preconstruction surveys for construction activities occurring during the ringtail reproduction season (April 1-August 31) and avoidance of active dens. Measures for nesting birds are expected to consist of preconstruction surveys for construction activities occurring during the nesting season (February 1-August 31) and avoidance of active nests.

The anticipated time required for project approval by all applicable agencies is estimated to take 6 months to 1 year from the time of all permit submittal packages.

Opportunities have been identified for the project to enhance or create natural biotic habitats on the site that would be of value to locally occurring native wildlife species and provide a more enriching human experience. These opportunities include the eradication of Himalayan blackberry (*Rubus armeniacus*); planting native vegetation such as valley oak (*Quercus lobata*), red willow (*Salix laevigata*), sandbar willow (*Salix exigua*), Fremont's cottonwood (*Populus fremontii*), blue elderberry (*Sambucus nigra ssp. caerulea*), foothill pine (*Pinus sabiniana*), and white alder (*Alnus rhombifolia*); and establishing trails and natural history interpretative signs to increase the awareness and appreciation of the native creek ecosystems with the goal of reinforcing or increasing conservation and stewardship of local native biotic resources.

TABLE OF CONTENTS

EXECUTIVE SUMMARY ii
1.0 INTRODUCTION 1
1.1 PROJECT DESCRIPTION **1**
1.2 REPORT OBJECTIVES **1**
1.3 STUDY METHODOLOGY **2**
2.0 EXISTING CONDITIONS 3
2.1 BIOTIC HABITATS **3**
2.1.1 Chaparral/Burn Scar 3
2.1.2 Oak-Pine Woodland 5
2.1.3 Mixed Riparian Woodland 6
2.1.4 Riverine 8
2.1.5 Developed/Ruderal 9
2.2 SPECIAL STATUS PLANTS AND ANIMALS **9**
2.2.1 Rare Plants 10
2.2.2 Western Pond Turtle 10
2.2.3 Western Red Bat and Pallid Bat 11
2.2.4 Ringtail 11
2.3 JURISDICTIONAL WATERS **11**
2.4 SENSITIVE NATURAL COMMUNITIES **12**
3.0 RELEVANT GOALS, POLICIES, AND LAWS 13
3.1 MARIPOSA TOWN PLANNING AREA SPECIFIC PLAN AND MARIPOSA TOWN PLANNING AREA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT **13**
3.2 THREATENED AND ENDANGERED SPECIES **13**
3.3 CALIFORNIA FULLY PROTECTED SPECIES **14**
3.4 DESIGNATED CRITICAL HABITAT **14**
3.5 MIGRATORY BIRDS **15**
3.6 BIRDS OF PREY **15**
3.7 WETLANDS AND OTHER JURISDICTIONAL WATERS **16**
4.0 CONSTRAINTS AND OPPORTUNITIES ANALYSIS 20
4.1 SIGNIFICANCE CRITERIA **20**
4.2 POTENTIAL CONSTRAINTS TO FUTURE SITE DEVELOPMENT **22**
4.2.1 CEQA Compliance 22
4.2.2 Section 404 Permit 22
4.2.3 State Water Quality Certification Issued by the Central Valley Regional Water Quality Control Board 23
4.2.4 Streambed Alteration Agreement 24
4.2.5 Rare Plants 24
4.2.6 Western Pond Turtle 25
4.2.7 Special Status Roosting Bats 26
4.2.8 Ringtail 26
4.2.9 Nesting Migratory Birds 27
4.2.10 Constraints Summary 27
4.3 OPPORTUNITIES FOR BIOLOGICAL RESOURCES ENHANCEMENT **28**
4.3.1 Invasive Species Eradication. 28
4.3.2 Planting Native Riparian Vegetation. 30
4.3.3 Establishing Hiking Trails and Natural History Interpretive Signs. 30
5.0 LITERATURE REFERENCED 31
APPENDIX A: VASCULAR PLANT LIST 32
APPENDIX B: PHOTOS 38
APPENDIX C: HIMALAYAN BLACKBERRY CONTROL 43
APPENDIX D: TREE OF HEAVEN CONTROL 58

1.0 INTRODUCTION

This report addresses the biological constraints likely to influence development of the Mariposa Creek Parkway Phase IV Special Plan ("project") based on the known and potential biological resources of the approximately 187 acres proposed for development ("project site" or "site") and the regulatory environment pertaining to these resources. In addition, the report identifies potential activities and features that could be incorporated into the project to enhance the biological resources of the site. The project is located on undeveloped lands west of the town of Mariposa in Mariposa County. The site is located in Township 5 South, Range 18 East of Rancho Las Mariposas, Mount Diablo Base and Meridian.

1.1 PROJECT DESCRIPTION

The project is the proposed expansion of the Town of Mariposa onto the project site, which would include residential, commercial, and recreational opportunities for residents of the town. A firm development plan has yet to be developed and will be influenced by the results of this and other studies.

1.2 REPORT OBJECTIVES

The presence of certain biological resources on a project site or within a project's area of influence may pose significant constraints to project development by requiring permits and approvals, costly mitigation measures, and in some cases substantial revisions to the project design or schedule. Resources for which regulatory constraints typically arise include sensitive biotic habitats, special status plant and animal species, jurisdictional waters, migratory birds, and regional fish and wildlife movement corridors. Such resources are regulated or addressed by the California Environmental Quality Act (CEQA), the federal Clean Water Act (CWA), the state and federal Endangered Species Acts (FESA and CESA respectively), California Fish and Game Code, California Water Code; as well as various other plans, policies, and ordinances such as the Mariposa Town Planning Area Specific Plan and Mariposa Town Planning Area Specific Plan Environmental Impact Report.

This report will provide information that will inform and assist in the development of a project design that minimizes regulatory issues related to sensitive biological resources. Accordingly,

this report will describe the known and possible biological resources of the project site and identify possible regulatory constraints to project development from the presence of those resources. In addition, the report will identify opportunities for enhancing biological resources on the site.

1.3 STUDY METHODOLOGY

A reconnaissance-level field survey of the project site was conducted on May 17, 2022 by Live Oak Associates, Inc. (LOA) biologist Jeff Gurule. The survey consisted of walking through the project site while identifying principal land uses and biotic habitats, identifying plant and animal species encountered, and assessing the suitability of the project sites' habitats for special status species.

LOA conducted an analysis of potential project impacts based on the known and potential biotic resources of the project site. Sources of information used in the preparation of this analysis included: (1) the *California Natural Diversity Data Base* (CDFW 2022), (2) the *Online Inventory of Rare and Endangered Vascular Plants of California* (CNPS 2022), and (3) manuals, reports, and references related to plants and animals of the project vicinity.

LOA's field investigation did not include a wetland delineation or focused surveys for special status species. The field survey was sufficient to generally describe those features of the project sites that could be subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and/or the Regional Water Quality Control Board (RWQCB), and to assess the possible biological impacts and regulatory constraints associated with development of the project site.

2.0 EXISTING CONDITIONS

The geographical and biological setting of the project site provides the context for understanding constraints that could be imposed on future site development by state and federal biological resource agencies. The project site is located within a mountain community in the foothills of the Sierra Nevada. The site consists of the drainage corridor of Mariposa Creek along the northeast border of the site and hillslope and ridge to the southwest. Elevations of the sire range from approximately 1,990 to 2,830 feet National Geodetic Vertical Datum (NGVD).

Average annual precipitation in the general vicinity is approximately 30 inches, 85% of which falls between the months of October and March. Stormwater readily infiltrates into the soils, but when field capacity has been reached or bedrock is encountered, stormwater runs off into drainages. The primary drainage in the project vicinity is Mariposa Creek, which runs through the site.

Soils of the site consist of three soil mapping units: Henneke extremely rocky clay loam, 15 to 75 percent slopes; Riverwash and tailings; and Gardellones-Gopheridge-Motherlode complex, 30 to 60 percent slopes. The most extensive soil mapping unit on the site, Henneke extremely rocky clay loam, 15 to 75 percent slopes, which covers approximately 90 percent of the site, is a serpentine soil and has the propensity to support rare plants adapted to serpentine soils.

2.1 BIOTIC HABITATS

Five biotic habitats have been identified within the project site (Figure 1). The biotic habitats are chaparral/burn scar, oak woodland, mixed riparian woodland, riverine, and ruderal developed. A list of vascular plants observed within the project site can be found in Appendix A. Photos of the project site are provided in Appendix B.

2.1.1 Chaparral/Burn Scar

The chaparral/burn scar area of the project site had experienced wildfire in 2017. This biotic habitat consisted of dead shrub branches and tree trunks, as well as living shrub sprouts. Common shrubs in this habitat consisted of yerba santa (*Eriodictyon californicum*), Mariposa

Fig 1: Habitats

manzanita (*Arctostaphylos viscida*), toyon (*Heteromeles arbutifolia*), and chamise (*Adenostoma fasciculatum*). Trees in this area consisted of foothill pine (*Pinus sabiniana*). Amidst the sparse cover of trees and shrubs, a diversity of herbaceous grasses and forbs were found. Grasses here included ripgut brome (*Bromus diandrus*), smallflower melicgrass (*Melica imperfecta*), and small fescue (*Festuca microstachys*), among others. Forbs in this habitat were numerous and included wooly sunflower (*Eriophyllum lanatum*), Sierra bluecup (*Githopsis pulchella*), Bridges' brodiaea (*Triteleia bridgesii*), soaproot (*Chlorogalum pomeridianum*), and Texas paintbrush (*Castilleja foliolosa*), among others.

The chaparral/burn scar habitat provides habitat for a wide variety of animal species. Amphibians are expected to be absent from this dry sloped area, however, many reptile species are expected in this dry habitat. Common reptiles within this habitat could include the western fence lizard (*Sceloporus occidentalis*) (observed), Gilbert's skink (*Plestiodon gilberti*), California kingsnake (*Lampropeltis californiae*), gophersnake (*Pituophis catenifer*), and northern pacific rattlesnake (*Crotalus oreganus oreganus*), among others. Bird species observed in this habitat include the wrentit (*Chamaea fasciata*), lesser goldfinch (*Spinus psaltria*), turkey vulture (*Cathartes aura*), mourning dove (*Zenaida macroura*), and Anna's hummingbird (*Calypte anna*).

Small mammals, here, could include the California mouse (*Peromyscus californicus*), deer mouse (*Peromyscus maniculatus*), and pinyon mouse (*Peromyscus truei*). Larger mammals could include the mule deer (*Odocoileus hemionus*), gray fox (*Urocyon cinereoargenteus*), coyote (*Canis latrans*), bobcat (*Lynx rufus*), mountain lion (*Puma concolor*), and stripped skunk (*Mephitis mephitis*). A number of bat species likely forage over this habitat.

2.1.2 Oak-Pine Woodland

Oak-pine woodland is common throughout the lower elevations of the western Sierra Nevada Mountains. As the name implies, the dominant trees in this habitat on the site are various species of oak, primarily interior live oak (*Quercus wislizeni*) and canyon live oak (*Quercus chrysolepis*), as well as foothill pine and ponderosa pine (*Pinus ponderosa*). Common shrubs found in this habitat include blue elderberry (*Sambucus nigra ssp. caerulea*), toyon, Mariposa manzanita, and yerba santa. A number of grass species were observed here including bulbous

bluegrass (*Poa bulbosa*), ripgut brome, soft chess (*Bromus hordeaceus*), and rattail sixweeks grass (*Festuca myuros*). Forb species found here include pretty face (*Triteleia ixioides*), Chinese houses (*Collinsia heterophylla*), and Pacific sanicle (*Sanicula crassicaulis*), among others.

Oak-pine woodland habitat supports a great diversity of both resident and migratory wildlife. Amphibian use of the woodland is likely limited to Sierran treefrogs (*Pseudacris sierra*) and California toad (*Anaxyrus boreas halophilus*), which may find moist habitat, burrows, or root masses within the woodland for use outside of the breeding season. The oak-pine woodland provides habitat for many of the same reptiles expected to occupy the chaparral/burn scar area of the site such as the western fence lizard, forest alligator lizard (*Elgaria multicarinata multicarinata*), California kingsnake, gophersnake, and northern pacific rattlesnake.

This habitat also provides foraging and nesting opportunity for various bird species. Resident birds observed or heard in this habitat include acorn woodpeckers (*Melanerpes formicivorus*), spotted towhees (*Pipilo maculatus*), California quail (*Callipepla californica*), oak titmice (*Baeolophus inornatus*), and California scrub jays (*Aphelocoma californica*), among others. Winter migrants that would use this habitat include white-crowned sparrows (*Zonotrichia leucophrys*), yellow-rumped warblers (*Setophaga coronata*), and ruby-crowned kinglets (*Regulus calendula*). Summer migrants may include house wrens (*Troglodytes aedon*), Bullock's oriole (*Icterus bullockii*), and ash-throated flycatchers (*Myiarchus cinerascens*). Raptors such as Cooper's hawks (*Accipiter cooperi*), red-tailed hawks (*Buteo jamaicensis*), and western screech owls (*Strix occidentalis*) may occur here as well.

A few mammals or their sign were observed in this habitat, which included the western gray squirrel (*Sciurus griseus*), gray fox, mule deer (*Odocoileus hemionus*), and coyote. Other mammals likely to occupy or occasionally occur on the site include the raccoon (*Procyon lotor*), striped skunk, bobcat, California mouse, and deer mouse.

2.1.3 Mixed Riparian Woodland

Mixed riparian woodland occurs within the project site in association with Mariposa Creek, which runs through the northeastern side of the site. This woodland on the site consists of areas of well-developed stands of riparian trees including red willows (*Salix laevigata*), Fremont's cottonwoods (*Populus fremontii*), white alders (*Alnus rhombifolia*), and valley oaks (*Quercus lobata*); as well

as areas dominated by native upland trees such as interior live oak (*Quercus wislizeni*) and foothill pine. Shrub species present in this habitat include the Himalayan blackberry (*Rubus armeniacus*) and California grape (*Vitis californica*). A mix of both upland and wetland understory grasses and forbs were identified within this habitat type. Some of the species observed included Italian rye grass (*Festuca perennis*), ripgut brome, mugwort (*Artemesia douglasiana*), and gumweed (*Grindelia camporum*).

The diversity of terrestrial vertebrates using the mixed riparian woodland is expected to be relatively high, although somewhat limited by the close proximity of the urban center of the town of Mariposa. The structural diversity of this habitat (i.e. the many canopy layers), the presence of open water, and the large populations of invertebrates found in the adjacent riverine habitat ensure that cover and food are available on this habitat for a variety of species that would not be as abundant or present on other habitats or land use areas of the site.

The riparian woodland is expected to support many reptile and amphibian species. The leaf litter provides habitat for Gilbert's skinks and forest alligator lizards. Trees would provide habitat for western fence lizards. Gophersnakes, common kingsnakes, and racers (*Coluber constrictor*) may all forage in this habitat as well.

Riparian woodlands also attract a large number of avian species that seek cover, forage, and nest in the various canopy layers. Resident species observed in this habitat included the California scrub jay, acorn woodpecker, belted kingfisher (*Ceryle alcyon*), bushtit (*Psaltriparus minimus*), and Eurasian collard dove (*Streptopelia decaocto*). Resident raptors common in this habitat include the red-shouldered hawks, Cooper's hawks, and great horned owl (*Bubo virginianus*). Riparian woodlands are of particular importance to various migrant birds. Some, like the white-crowned sparrow, yellow-rumped warbler, and dark-eyed junco (*Junco hyemalis*) arrive on site in late September or early October and remain until April, at which time they return to their breeding habitats upslope in the Sierra or in various locations of the northern United States. Summer migrants expected to breed in riparian habitats of the project site could include Bullock's orioles, ash-throated flycatchers, and black-headed grosbeaks (*Pheucticus melanocephalus*).

Various mammals are expected to occur in riparian habitats of the site. Small mammals would include ornate shrews (*Sorex ornatus*), deer mice, Audubon's cottontails (*Sylvilagus audubonii*),

California ground squirrels (*Otospermophilus beecheyi*), and western gray squirrels. Raccoons, striped skunks, and gray fox are predators common to this habitat. Mule deer are also expected in this habitat.

2.1.4 Riverine

The riverine habitat of Mariposa Creek is variable from season to season and from year to year, due to fluctuations in seasonal and yearly rainfall. During the winter and spring the entire low flow portion of the channel may be filled with rushing water. By late summer, flows have ceased or diminished significantly.

Vegetation specific to this area includes northern water plantain (*Alisma triviale*), broadleaf cattail (*Typha latifolia*), water speedwell (*Veronica anagallis-aquatica*), and seep monkeyflower (*Erythrathe guttata*), among others.

The riverine habitat provides considerable value to a variety of aquatic and terrestrial vertebrate species. Native fish that may be present in this stretch of creek include the Sacramento hitch (*Lavinia exilicauda exilicauda*). Introduced species may include mosquitofish (*Gambusia affinis*), among others.

Amphibians likely found in the riparian woodland would carry out the aquatic phase of their life cycle in slow-moving waters of the riverine habitat. Bullfrogs (*Rana catesbeiana*) (observed), western toads (*Bufo boreas*), and Pacific chorus frogs (*Pseudacris sierra*) would be expected in this habitat. Western pond turtles (*Actinemys marmorata*) may also occur in this habitat. Western aquatic garter snakes (*Thamnophis couchii*) or common garter snakes (*Thamnophis sirtalis*) may forage in this habitat for amphibians and small fish.

A large number of birds occur within the habitats of the low-flow channel. Many of these species seek the cover of the mixed riparian woodland, but forage in and over the riverine habitat. Belted kingfishers, for example, commonly perch on overhanging branches of riparian vegetation from which they forage for small fish. Black phoebes (*Sayornis nigricans*) commonly hawk insects over such habitat from perches in riparian bushes growing from the bank. The creek was also found to be used by mallards (*Anas platyrhynchos*).

Mammals, although common in the mixed riparian woodland adjacent to the aquatic habitat, would not be common in the riverine habitat. The riverine habitat would, nonetheless, provide drinking water and foraging habitat for many species. For example, a number of species of bats are attracted to the aquatic habitat of creeks and rivers, because these habitats sustain large insect populations on which bats feed.

2.1.5 Developed/Ruderal

Developed/ruderal land uses have been highly disturbed from human activities. Developed/ruderal lands on the site consisted primarily of a housing complex in the midst of construction. Other such areas included dirt roads. Vegetation within this land use was generally absent.

Animal species common to other upland habitats associated with the project site may occasionally pass through developed/ruderal areas of the site.

2.2 SPECIAL STATUS PLANTS AND ANIMALS

Many species of plants and animals within the state of California have low populations, limited distributions, or both. Such species may be considered "rare" and are vulnerable to extirpation as the state's human population grows and the habitats these species occupy are converted to agricultural and urban uses. As described more fully in Section 3.2, state and federal laws have provided CDFW and the U.S. Fish and Wildlife Service (USFWS) with a mechanism for conserving and protecting the diversity of plant and animal species native to the state. A sizable number of native plants and animals have been formally designated as threatened or endangered under state and federal endangered species legislation. Others have been designated as "candidates" for such listing. Still others have been designated as "species of special concern" by the CDFW. The California Native Plant Society (CNPS) has developed its own set of lists of native plants considered rare, threatened or endangered (CNPS 2022). Collectively, these plants and animals are referred to as "special status species."

A number of special status plants and animals occur in the vicinity of the site and have the potential to occur on the site itself. These include the following:

- Various rare plant species
- Western pond turtle (*Actinemys marmorata*) – California Species of Special Concern
- Western red bat (*Lasiurus blossevillii*) – California Species of Special Concern
- Pallid bat (*Antrozous pallidus*) – California Species of Special Concern
- Ringtail (*Bassariscus astutus*) – Fully Protected

Sources of information for the special status species assessment included Sources of information for this table included *California's Wildlife, Volumes I, II, and III* (Zeiner et. al 1988-1990), *California Natural Diversity Data Base* (CDFW 2022), *The Jepson Manual: Vascular Plants of California, second edition* (Baldwin et al 2012), *The California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California* (CNPS 2022), Calflora.org, and eBird.org.

2.2.1 Rare Plants

A number of rare plant species may occur within the project site. These plants include the big-scale balsamroot (*Balsamorhiza macrolepis*), Mariposa clarkia (*Clarkia biloba ssp. australis*), beaked clarkia (*Clarkia rostrata*), Mariposa cryptantha (*Cryptantha mariposae*), slender-stalked monkeyflower (*Erythranthe gracilipes*), Madera leptosiphon (*Leptosiphon serrulatus*), Congdon's lomatium (*Lomatium congdonii*), and shaggyhair lupine (*Lupinus spectabilis*). Many of these species would be found only on serpentine soils of the site.

2.2.2 Western Pond Turtle

Once abundant in the San Joaquin Valley, with population estimates of over 3.5 million, the western pond turtle is now almost extinct in this region. In the Sierra Nevada foothills, it has experienced a decline of 75-80% from historic levels (Stebbins 2003). It is now designated as a California Species of Special Concern.

Western pond turtles are associated with the aquatic habitat of rivers, creeks, and ponds possessing suitable basking habitat in the form of rocks and logs. This species forages exclusively on vegetation found in aquatic habitats.

Male and female pond turtles also make use of terrestrial environments adjacent to aquatic habitats for dispersal, searching for a mate or nest site, and overwintering. Although individual turtles have been found 400 meters or more from aquatic habitats, most terrestrial activity occurs immediately adjacent to aquatic habitats (Jennings and Hayes 1994). Female pond turtles nest in clay or silt soils of terrestrial habitats supporting sparse and low herbaceous vegetation (Bettelheim 2005).

Observations of this species within aquatic habitat of the site have been reported by local biologists.

2.2.3 Western Red Bat and Pallid Bat

These two declining bat species known to occur within the vicinity of the project site may forage and/or roost on the site. Both species utilize a wide range of habitats for forging, including urban areas. The pallid bat roosts communally in cavities of buildings or trees. The western red bat roosts solitarily in tree foliage. Therefore, onsite trees provide potential roosting habitat for both of these species.

2.2.4 Ringtail

The ringtail (*Bassariscus astutus*) is designated as a Fully Protected Species in the California Fish and Game Code. This secretive mammal is larger than a squirrel and smaller than a raccoon. It has a ringed tail similar to a raccoon but starkly black and while colored. It occurs in and near riparian and heavily wooded habitats near water. Dens in cavities within rock outcrops, as well as hollow logs and trees. The project site provides potentially suitable foraging and breeding habitat for this species.

2.3 JURISDICTIONAL WATERS

Jurisdictional waters include rivers, creeks, drainages with a defined bed and bank that may carry at most ephemeral flows, lakes, ponds, reservoirs, and wetlands. Such waters may be

subject to the regulatory authority of the USACE, CDFW and RWQCB (see Section 3.2.4 of this report for additional information).

Waters of the United States and other possible jurisdictional waters (i.e. those subject to the jurisdiction of the State of California) are present on the site in the form of Mariposa Creek and possibly several small ephemeral tributary channels.

2.4 SENSITIVE NATURAL COMMUNITIES

California contains a wide range of natural communities, or unique assemblages of plants and animals. These communities have largely been classified and mapped by CDFW as part of its natural heritage program. Natural communities are assigned state and global ranks according to their rarity and the magnitude and trend of the threats they face. Any natural community with a state rank of 3 or lower (on a 1-5 scale) is considered "sensitive" and must be considered in CEQA review.

No sensitive natural communities are reported for the project vicinity in the CNDDB. However, riparian communities are generally considered sensitive, with impacts to these areas typically considered significant during CEQA review, requiring mitigation measures in the CEQA document to reduce impacts to a less than significant level.

3.0 RELEVANT GOALS, POLICIES, AND LAWS

3.1 MARIPOSA TOWN PLANNING AREA SPECIFIC PLAN AND MARIPOSA TOWN PLANNING AREA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

The Mariposa Town Planning Area Specific Plan (Town Plan) provides development standards designed to protect significant biotic resources of the Planning Area. Relevant resources addressed by this plan include: (1) scenic resources, (2) water resources, (3) air resources, and (4) wildlife and vegetation. The Mariposa Creek Parkway is outlined in this plan and identified as a capital project. The Mariposa Town Planning Area Specific Plan Environmental Impact Report, certified in 1992, assessed environmental impacts of these development standards and provides mitigation, as appropriate, to reduce impacts to a less than significant level.

3.2 THREATENED AND ENDANGERED SPECIES

In California, imperiled plants and animals may be afforded special legal protections under the California Endangered Species Act (CESA) and/or Federal Endangered Species Act (FESA). Species may be listed as "threatened" or "endangered" under one or both Acts, and/or as "rare" under CESA. Under both Acts, "endangered" means a species is in danger of extinction throughout all or a significant portion of its range, and "threatened" means a species is likely to become endangered within the foreseeable future. Under CESA, "rare" means a species may become endangered if their present environment worsens. Both Acts prohibit "take" of listed species, defined under CESA as "to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill" (California Fish and Game Code, Section 86), and more broadly defined under FESA to include "harm" (16 USC, Section 1532(19), 50 CFR, Section 17.3). The USFWS commonly interprets "take" to include the loss of habitat utilized by a listed species.

When state and federally listed species have the potential to be impacted by a project, the USFWS and CDFW must be included in the CEQA process. These agencies review the environmental document to determine the adequacy of its treatment of endangered species issues and to make project-specific recommendations for the protection of listed species. Projects that may result in the "take" of listed species must generally enter into consultation with the USFWS and/or CDFW pursuant to FESA and CESA, respectively. In some cases,

incidental take authorization(s) from these agencies may be required before the project can be implemented.

Species listed under FESA and CESA are not expected to occur on the project site or be impacted by the project.

3.3 CALIFORNIA FULLY PROTECTED SPECIES

The classification of certain animal species as "fully protected" was the State of California's initial effort in the 1960s, prior to the passage of the California Endangered Species Act, to identify and provide additional protection to those species that were rare or faced possible extinction. Following CESA enactment in 1970, many fully protected species were also listed as California threatened or endangered. The list of fully protected species is identified, and their protections stipulated, in California Fish and Game Code Sections 3511 (birds), 4700 (mammals), 5050 (reptiles and amphibians), and fish (5515). Fully protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take, except in conjunction with necessary scientific research and protection of livestock.

3.4 DESIGNATED CRITICAL HABITAT

The USFWS often designates areas of "critical habitat" when it lists species as threatened or endangered. Critical habitat is defined by section 3(5)(A) of the federal Endangered Species Act as "(i) The specific areas within the geographic area occupied by a species, at the time it is listed in accordance with the Act, on which are found those physical or biological features (I) essential to the conservation of the species and (II) that may require special management considerations or protection; and (ii) specific areas outside the geographic area occupied by a species at the time it is listed, upon a determination that such areas are essential for the conservation of the species." The Act goes on to define "conservation" as "the use of all methods and procedures that are necessary to bring an endangered or threatened species to the point at which listing under the Act is no longer necessary."

Critical habitat is absent from the project site and surrounding lands. The nearest units of critical habitat are located approximately 16 miles southwest of the site in the grassland / vernal pool

complexes along the eastern margin of the San Joaquin Valley, and are designated for the protection of various listed vernal pool plants and vernal pool crustaceans.

3.5 MIGRATORY BIRDS

The Federal Migratory Bird Treaty Act (FMBTA: 16 USC 703-712) prohibits killing, possessing, or trading in any bird species covered in one of four international conventions to which the United States is a party, except in accordance with regulations prescribed by the Secretary of the Interior. The name of the act is misleading, as it actually covers almost all bird's native to the United States, even those that are non-migratory. The FMBTA encompasses whole birds, parts of birds, and bird nests and eggs.

Native birds are also protected under California state law. The California Fish and Game Code makes it unlawful to take or possess any non-game bird covered by the FMBTA (Section 3513), as well as any other native non-game bird (Section 3800), even if incidental to lawful activities. Moreover, the California Migratory Bird Protection Act, enacted in September 2019, clarifies native bird protection and increases protections where California law previously deferred to federal law. Breeding-season disturbance that causes nest abandonment and/or loss of reproductive effort is considered a form of "take" by the CDFW.

Bird protection laws require that projects implement measures, including pre-construction surveys and nest avoidance, during the bird nesting season that typically extends from February 1 through August 31 of any given year.

3.6 BIRDS OF PREY

Birds of prey are also protected in California under provisions of the State Fish and Game Code, Section 3503.5, 1992), which states that it is "unlawful to take, possess, or destroy any birds in the order *Falconiformes* or *Strigiformes* (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto." Construction disturbance during the breeding season could result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. Disturbance that causes nest abandonment and/or loss of reproductive effort is considered "taking" by the CDFW.

3.7 WETLANDS AND OTHER JURISDICTIONAL WATERS

Section 404 of the federal Clean Water Act (CWA) regulates the discharge of dredged or fill material into "navigable waters" (33 U.S.C. §1344), defined in the CWA as "the waters of the United States, including the territorial seas" (33 U.S.C. §1362(7)). The CWA does not supply a definition for waters of the U.S., and that has been the subject of considerable debate since the CWA's passage in 1972. A variety of regulatory definitions have been promulgated by the two federal agencies responsible for implementing the CWA, the Environmental Protection Agency (EPA) and USACE. These definitions have been interpreted, and in some cases, invalidated, by federal courts.

Most recently, waters of the U.S. were defined by the Navigable Waters Protection Rule (NWPR). The new rule was published in the Federal Register on April 21, 2020, and took effect on June 22, 2020. However, on August 30, 2021, in the case of *Pascua Yaqui Tribe v. U.S. Environmental Protection Agency*, the U.S. District Court for the District of Arizona vacated and remanded the NWPR. In light of this order, the EPA and USACE have halted implementation of the NWPR and, until further notice, are interpreting "waters of the United States" consistent with the pre-2015 regulatory regime.

The interpretation of waters of the U.S. prior to 2015 generally included:

- All waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide.
- All interstate waters including interstate wetlands.
- All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate or foreign commerce.
- All impoundments of waters otherwise defined as waters of the United States under the definition.
- Tributaries of waters identified in the bulleted items above.

As determined by the United States Supreme Court in its 2001 *Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers* (SWANCC) decision, channels and wetlands isolated from other jurisdictional waters cannot be considered jurisdictional on the basis of their use, hypothetical or observed, by migratory birds. Similarly, in its 2006 consolidated *Carabell/Rapanos* decision, the U.S. Supreme Court ruled that a significant nexus between a wetland and other navigable waters must exist for the wetland itself to be considered a jurisdictional water.

All activities that involve the discharge of dredge or fill material into waters of the U.S. are subject to the permit requirements of the USACE. Such permits are typically issued on the condition that the applicant agrees to provide mitigation that result in no net loss of wetland functions or values. No permit can be issued until the RWQCB issues a Section 401 Water Quality Certification (or waiver of such certification) verifying that the proposed activity will meet state water quality standards.

Under the Porter-Cologne Water Quality Control Act of 1969, the State Water Resources Control Board has regulatory authority to protect the water quality of all surface water and groundwater in the State of California ("waters of the State"). Nine RWQCBs oversee water quality at the local and regional level. The RWQCB for a given region regulates discharges of fill or pollutants into waters of the State through the issuance of various permits and orders. Discharges into waters of the State that are also waters of the U.S. require a Section 401 Water Quality Certification from the RWQCB as a prerequisite to obtaining certain federal permits, such as a Section 404 Clean Water Act permit. Discharges into all waters of the State, even those that are not also waters of the U.S., require Waste Discharge Requirements (WDRs), or waivers of WDRs, from the RWQCB. The RWQCB also administers the Construction Storm Water Program and the federal National Pollution Discharge Elimination System (NPDES) program. Projects that disturb one or more acres of soil must obtain a Construction General Permit under the Construction Storm Water Program. A prerequisite for this permit is the development of a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer. Projects that discharge wastewater, storm water, or other pollutants into a water of the U.S. may require a NPDES permit.

CDFW has jurisdiction over the bed and bank of natural drainages and lakes according to provisions of Section 1601 and 1602 of the California Fish and Game Code. Activities that may substantially modify such waters through the diversion or obstruction of their natural flow, change or use of any material from their bed or bank, or the deposition of debris require a Notification of Lake or Streambed Alteration. If CDFW determines that the activity may adversely affect fish and wildlife resources, a Lake or Streambed Alteration Agreement (SAA) will be prepared. Such an agreement typically stipulates that certain measures will be implemented to protect the habitat values of the lake or drainage in question.

Permitting required of projects resulting in the grading and/or filling of wetlands involves the following:

CWA Section 404. A project that will result in the dredging or filling of areas that the USACE has determined are waters of the U.S. requires a Department of the Army (DA) permit prior to the initiation of ground disturbing activities. Therefore, an application package must be submitted to the USACE. Since project impacts to waters of the U.S. would be very minimal if they occur at all, the project will likely qualify for one or more Section 404 Nationwide Permits, for which the permitting procedure is relatively streamlined. The required application package would likely consist of the following documents:

- Completed pre-construction notification (PCN) form;
- Project description with emphasis on project elements within waters of the U.S. to be graded or filled;
- Aquatic Resources Delineation (ARD) report;
- Preliminary Jurisdictional Determination (PJD) letter issued by the USACE;
- Cultural resources report;
- 401 Water Quality Certification;
- Biological Assessment (BA) report for compliance with FESA Section 7;
- Photos of the project site

The Nationwide Permit cannot be issued until the USFWS has issued a Biological Opinion (BO) or letter of concurrence for the project's potential impacts to federally listed species and the RWQCB has issued a Water Quality Certification.

Streambed Alteration Agreement per Provisions of Section 1602 of California Fish and Game Code. Any alteration to the bed and bank of a lake or stream requires that the project

proponent and the CDFW enter into an agreement that stipulates how those alterations are to occur and the mitigation measures to be employed. The anticipated permit application package would include:

- Standard Stream Alteration Notification form;
- Project description and plans;
- Map of permanent and temporary impacts;
- Aquatic resources delineation report;
- Final CEQA document and Notice of Determination showing the completion of CEQA;
- Proof of payment of the environmental filing fee;
- Application fee;
- Biological Study (CEQA document may be sufficient);
- 401 Water Quality Certification;

California Water Quality Certification. The USACE cannot issue a permit in compliance with Section 404 of the Clean Water Act until the RWQCB has issued a State Water Quality Certification (WQC) in compliance with Section 401 of the Clean Water Act. Therefore, an application for a State WQC must be submitted to the Central Valley Regional Water Quality Control Board. The application package for this certification would include:

- Standard application form for WQC;
- Final CEQA document and Notice of Determination showing the completion of CEQA;
- Application fee;
- Copies of all applicable permits obtained for the project;
- Maps depicting the project location and site plans;
- Photos of the project site.

Depending on the area of impact to waters of the State, a Compensatory Mitigation Plan and an Alternatives Analysis could be required as part of the submission package.

4.0 CONSTRAINTS AND OPPORTUNITIES ANALYSIS

As noted in Section 1.0 of this report, special status species, sensitive habitats, jurisdictional waters, migratory birds, and various other biotic resources may be regulated according to provisions of federal and state laws and/or county general plans. These resources can affect how a property is used or developed. This section addresses possible constraints to the development of the Mariposa Creek Parkway Phase IV Special Plan from the potential presence of these resources.

Following the constraints analysis, potential opportunities for the project to enhance and/or augment native biotic environments on the site are presented.

4.1 SIGNIFICANCE CRITERIA

In California, any project carried out or approved by a public agency that will result in a direct or reasonably foreseeable indirect physical change in the environment must comply with CEQA. The purpose of CEQA is to ensure that a project's potential impacts on the environment are evaluated, and methods for avoiding or reducing these impacts are considered, before the project is allowed to move forward. A secondary aim of CEQA is to provide justification to the public for the approval of any projects involving significant impacts on the environment.

According to Section 15382 of the CEQA Guidelines, a significant effect on the environment means a "substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic interest." Although the lead agency may set its own CEQA significance thresholds, project impacts to biological resources are generally considered to be significant if they would meet any of the following criteria established in Appendix G of the CEQA Guidelines:

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by CDFW or USFWS.

- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by CDFW or USFWS.

- Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.

- Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

- Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Furthermore, CEQA Guidelines Section 15065(a) requires the lead agency to make "mandatory findings of significance" if there is substantial evidence that a project may:

- Substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of an endangered, rare or threatened species.

- Achieve short-term environmental goals to the detriment of long-term environmental goals.

- Produce environmental effects that are individually limited but cumulatively considerable, meaning that the incremental effects of the project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects.

The level of analysis that is required under CEQA varies depending on the size of the project and the types and magnitude of impacts that are anticipated. While large projects may require the preparation of an Environmental Impact Report (EIR), projects that are relatively small and will result in impacts that can readily be mitigated to a less than significant level may utilize a more streamlined approach such as the Initial Study/Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND).

The existing Mariposa Town Planning Area Specific Plan EIR is a program EIR, which is meant to be used to evaluate the immediate effects associated with the adoption of the Town Plan, in compliance with CEQA, and to set the stage for evaluation of subsequent projects necessary to implement the plan and the application of the program EIR. The Mariposa Creek Parkway Phase IV Special Plan, while a component of the Town Plan, appears to require some level of environmental review, to be decided by the County, most likely an IS/MND.

4.2 POTENTIAL CONSTRAINTS TO FUTURE SITE DEVELOPMENT

Potential constraints associated with the proposed project are analyzed and described below.

4.2.1 CEQA Compliance

A CEQA review document, most likely an IS/MND, will have to be prepared for the project. An engineering or planning firm specializing in the preparation and packaging of the IS/MND would be needed to complete this task. The time for preparing the IS/MND is outside the scope of this analysis. However, LOA could prepare a biological resources technical report analyzing biological resource impacts associated with the project. Such a report would be required, regardless of who prepares an IS/MND.

4.2.2 Section 404 Permit

As noted in Section 2.3 of this report, the areas within ordinary high water of Mariposa Creek would be considered waters of the U.S., and a few small ephemeral tributary drainages within the project area may be considered a water of the U.S. Activities that would result in dredging or the placement of fill material in waters of the U.S. would require a Section 404 Clean Water permit prior to project impacts to waters of the U.S. Should the project actually impact waters of the U.S., it is anticipated that the project would qualify for some type of Nationwide permit,

due to the small area of anticipated impacts. The following actions and deliverables are required to support issuance of a Section 404 permit by the USACE.

Aquatic Resources Delineation. A 404 permit cannot be issued without a USACE verified aquatic resources delineation within the project site.

In order to definitively determine what areas of the site could be considered a water of the U.S., a delineation of aquatic resources must be prepared by a qualified wetlands biologist. An aquatic resources delineation would include an investigation of vegetation, soils, and hydrology. Delineated waters must be illustrated on a map that is submitted to and verified by the staff of the USACE.

Section 7 Consultation Endangered Species Requirements. Typically, a Biological Assessment report conforming to the currently accepted USFWS format must be provided to the USACE for their submission to the USFWS during FESA Section 7 consultation. If a project will have limited impacts on federally listed species, the biological resources technical report prepared for CEQA could be acceptable if it adequately addresses federally listed species considered relevant to the area by the USFWS.

Section 404 Permit. Filling, dredging, or grading within waters of the U.S. must be permitted by the USACE. Therefore, a permit application package must be prepared that includes the items listed in Section 3.2.5 of this report.

Mitigation. If deemed necessary, mitigation would consist of the payment of an in-lieu fee based on the area of impact.

4.2.3 State Water Quality Certification Issued by the Central Valley Regional Water Quality Control Board

The 404 permit issued by the USACE cannot take effect until the Central Valley RWQCB has issued a state WQC. The issuance of this certification is based on the compliance of the project with the regional basin plan in effect for the project vicinity. The RWQCB will review the project, the assessment of project impacts to waters of the U.S. (which are also considered to be waters of the state), and the mitigation measures that avoid, minimize, or compensate for wetland impacts. The state, like the federal government, has adopted a no-net wetland loss

policy. Therefore, the RWQCB must be satisfied that the proposed mitigation will achieve that objective.

The RWQCB assesses a fee of $21,544 per acre of waters of the state that are dredged, filled, or graded; or a flat fee of $645 if impacts of the state result from a qualifying ecological restoration and enhancement project.

4.2.4 Streambed Alteration Agreement

Section 1602 of the California Fish and Game Code prohibits a project from altering the bed and bank of a lake or stream without first notifying CDFW and entering into a consultation leading to an agreement to protect wildlife resource values associated with the lake or stream. The CDFW would consider Mariposa Creek, its tributaries, and areas within the dripline of associated riparian canopy to be within their jurisdiction. Projects within these areas would require CDFW notification and almost certainly require a Streambed Alteration Agreement (SAA). The agreement contains a number of provisions such as preconstruction surveys for special status species and migratory birds; revegetation requirements, including replacement plantings for removal of trees and shrubs; as well as various other avoidance and minimization measures. Revegetation requirements of an SAA are typically found sufficient to mitigate significant impacts to riparian habitats determined during CEQA review.

CDFW requires an application fee, which ranges from $645 up to $5,800 per project, and is dependent on the cost of each project.

4.2.5 Rare Plants

A number of rare plant species have the potential to occur within the project site. Prior to project initiation, a survey for rare plant species would need to be conducted by a qualified botanist(s) during the blooming periods of these species, when they can most readily be detected and identified. This may require several surveys to capture the blooming periods of the various rare plant species potentially occurring on the site.

If one or more populations of rare plants are found during the surveys, a suitable disturbance-free buffer could be established to avoid project impacts to these populations. The avoidance

buffer(s) will be determined by a qualified botanist and delineated on the ground with temporary construction fencing and ultimately with permanent fencing. If some, but not all, of any onsite rare plants can be avoided, then a qualified botanist should establish appropriate buffer zones around all plants for which avoidance is feasible, to be delineated with temporary construction fencing and ultimately with permanent fencing. Plants that cannot be avoided by the project could be salvaged and relocated by a qualified biologist following the provisions of a salvage/ relocation/monitoring plan approved by CDFW. Should substantial areas of rare plants be impacted by the project compensatory mitigation in addition to a salvage effort may be necessary.

Implementation of the above measures would be expected to reduce impacts to rare plant species to a less than significant level per the provisions of CEQA.

The cost of rare plant surveys would be dependent on the location and area of specific project impact areas, and the suitability of those areas for regionally occurring rare plants. Due to the large area of the site and rugged terrain, a comprehensive rare plant survey of the entire site would require many survey days utilizing two or more botanists.

4.2.6 Western Pond Turtle

The project site offers potential aquatic and upland habitat for the western pond turtle. While project buildout would not result in a significant loss of habitat, ground disturbance and construction activities could result in harm to individual turtles. This would likely be considered a significant adverse impact under CEQA.

Typical mitigation measures that would minimize direct impacts to western pond turtles are as follows:

- A pre-construction take-avoidance survey will be conducted at the site no more than 14 days prior to the onset of construction to locate any western pond turtles that may occur within proposed construction areas.
- All western pond turtle individuals observed during the survey will be noted on a field datasheet and their location mapped with a GPS unit. An appropriately permitted biologist will then make an effort to capture and relocate turtle(s) encountered to an offsite area containing similar habitat.

Implementation of the above measures is expected to reduce impacts to this species to a less than significant level under CEQA.

4.2.7 Special Status Roosting Bats

Two special status bat species, the pallid bat and western red bat, could potentially be affected by project implementation. The pallid bat roosts communally in cavities of buildings or trees. The western red bat roosts solitarily in tree foliage. Project-related tree removal could result in mortality of roosting bats. Due to the solitary nature of the western red bat, project activities would, at most, result in the incidental death or injury of only a few individuals of this species, should they occur in trees that are to be removed. This level of mortality and/or injury would not be expected to substantially affect this species, and impacts to the western red bat would likely be considered less than significant under CEQA.

Since the pallid bat roosts communally in hollows of trees, tree removal during the maternal roosting season (April 16 through September 30), when young are unable to fly and dependent on their mothers, may result in the mortality of hundreds of juvenile pallid bats and have a significant effect on the regional population of this species. Typical mitigation measures that protect the pallid bat from possible direct mortality include the following.

- Removal of trees shall occur between October 1st and April 15th, when pallid bats would not be maternally roosting.
- If trees cannot be removed outside of the pallid bat's maternal roosting season, then pre-construction surveys for maternal bat roosts shall be conducted in areas containing possible habitat within 30 days prior to tree removal.
- Any trees being used as maternal roosts must be avoided until a qualified biologist has determined the bats have abandoned the trees.

Full implementation of the measures identified above would be expected to reduce impacts to roosting pallid bats to a less than significant level under CEQA, and would also serve to protect native wildlife nursery sites associated with other communally-roosting bat species.

4.2.8 Ringtail

Project effects on riparian habitat in which this species would primarily reside on the site, if present, have the potential to enhance this habitat. Dens utilized for birthing and rearing young

can occur in rock outcrops outside the riparian zone or hollow logs or trees within the riparian zone. Specific project related work activities on the site could potentially result in injury or mortality of a ringtail during the ringtail reproduction period (April 1 through August 31). To avoid such an impact, ground or vegetation disturbing project activities could be conducted outside the reproduction period. If such construction activities must occur during the ringtail reproduction period, a preconstruction survey for ringtail dens is recommended. Should a ringtail den be identified during the survey suitable construction free buffers should be established to ensure no harm to ringtails will occur.

4.2.9 Nesting Migratory Birds

To avoid project-related mortality to nesting birds the following avoidance measures are typically utilized.

- If feasible, construction activities and vegetation removal will occur outside the avian nesting season, between September 1st and January 31st.
- If construction activities or vegetation removal must occur between February 1st and August 31st, a survey for active bird nests will be conducted prior to the start of these activities.
- Any active nests identified within or near construction zones will be protected by a suitable disturbance-free buffer. The buffer will remain in place until a biologist has determined the young have fledged and are no longer reliant on the nest or parental care for survival.

Preconstruction nest surveys would likely be required by the CEQA document and SAA (if obtained) and would be warranted to comply with California Fish and Game Code.

4.2.10 Constraints Summary

The following table summarizes the potential project constraints in the form of time requirements. Italicized items may not be required depending on final project design.

Table 1: Constraints Timing

Approval/Permit/Mitigation Activity	Time
*CEQA Biological Resources Report	6-12 months (Entire CEQA Process)
Wetland Delineation and USACE Verification	*3 months*
Preparation of BA for Section 7 Consultation	*3 months*
Preparation of 404 Permit Application Package and Permit Acquisition	*1 year*
Waters of the U.S. Mitigation	*Not Applicable*
401 Permit Application Package and Permit Acquisition	*6-12 months*
CDFW 1602 (SAA) Permit Application Package and Permit Acquisition	*6-12 months*
Preconstruction Wildlife and Plant Surveys.	Multiple days

*Full CEQA review document preparation, if required, not included in this line item.

4.3 OPPORTUNITIES FOR BIOLOGICAL RESOURCES ENHANCEMENT

While the presence of sensitive biological resources may pose constraints to project development, the project has the potential to enhance or create natural biotic habitats on the site that would be of value to locally occurring native wildlife species and provide a more enriching human experience. The discussion below describes several opportunities for the project to accomplish these goals.

4.3.1 Invasive Species Eradication.

One notable non-native invasive species occupies the site, Himalayan blackberry. This species dominates portions of the Mariposa Creek embankment within the project site.

The Himalayan blackberry is an invasive vining shrub species native to western Europe, contrary to its name. While it produces large edible berries eaten by a number of wildlife species and humans, the dense thickets of thorny vines formed by this species on the site limits the movement of larger animals (including humans) and reduces the foraging value of the small openings and meadows it occupies. Overall, it is a poor functional replacement for a diverse native forest understory and meadow and riparian floodplain habitat.

While complete eradication of the Himalayan blackberry is likely not feasible across the site, dense stands within the site could be good areas to focus eradication efforts due to the size and homogeneity of these thickets and ease of access from existing roads. A number of eradication methods could potentially be utilized, including those currently being applied by Mariposa County and its partners in the Phase II and III segments of the Mariposa Creek Parkway, where a similar riparian restoration effort is underway. As follows are key guidelines and findings from *Controlling Himalayan Blackberry (Rubus armeniacus [R. discolor, R. procerus])in the Pacific Northwest* (The Nature Conservancy 2004). A copy of the complete paper is presented in Appendix C.

- Grubbing out the root crowns and major roots has proven to be effective but expensive.
- Repeated cutting of aboveground vegetation can also be effective but is expensive and requires multiple years of treatment.
- Foliar treatment of resprouted canes in the fall following summer clearing has proven effective in some cases.
- Freshly cut canes can be treated with appropriate concentrated herbicide.
- Uncut Himalayan blackberry can be effectively treated in late summer or fall with broadcast application of a variety of herbicides including triclopyr (i.e. Garlon 3a and 4) and/or glyphosate (i.e. Roundup and similar products) or 2-4D combined with triclopyr (i.e. Crossbow). Although effective control can be achieved by this method, the extensive, standing, dry and hard canes then need to be removed to allow access for effective restoration.
- Dense planting of shade producing vegetation is a long-term solution for some instances. Planted vegetation may need to be protected from being overtopped by Himalayan blackberry.

One other invasive species, the tree of heaven (*Ailanthus altissima*), was observed on site, however, there was only one tree present at the southeastern end of the site. To keep this tree from spreading, as it has on lower reaches of Mariposa Creek, this tree should be removed as well. Removal methods for this species are included in Appendix D.

4.3.2 Planting Native Riparian Vegetation.

Planting native trees and shrubs within the riparian area will provide habitat for native wildlife species and will discourage infestation of invasive plant species such as the Himalayan blackberry. Recommended target areas for native tree and shrub planting are areas where Himalayan blackberry have been removed, as well as areas along Mariposa Creek that currently have little to no riparian trees or shrubs. Establishment of native trees and shrubs in these areas will be an important component of the invasive species control strategy, as the established native trees and shrubs will reduce available sunlight and nutrients to invasive plants. Native plants recommended for planting include the following:

- Valley Oak (*Quercus lobata*)
- Red Willow (*Salix laevigata*)
- Sandbar Willow (*Salix exigua*)
- Fremont's Cottonwood (*Populus fremontii*)
- Blue Elderberry (*Sambucus nigra ssp. caerulea*)
- Foothill Pine (*Pinus sabiniana*)
- White Alder (*Alnus rhombifolia*)

These species are current components of the existing biotic plant community along the Mariposa Creek corridor and, once established, would expand the current native tree and shrub canopy. It is recommended that Mariposa County continue to work closely with local stakeholders, including the Mariposa Master Gardeners and the Southern Sierra Miwuk Nation, to add detail and richness to this native plant restoration list.

4.3.3 Establishing Hiking Trails and Natural History Interpretive Signs.

Establishing hiking trails would provide opportunities to residents and tourists for recreation and nature exploration. To foster the conservation and appreciation of the natural ecosystems of the Mariposa area periodic interpretive signs could be established that would provide informative text about the native plants and wildlife, geology, geography, and/or local history pertaining to environs along and within view of the trail(s). By increasing the awareness and appreciation of the local native ecosystems and history, an increase in conservation and stewardship of local native biotic resources, as well as a sense of place, could hopefully be achieved or reinforced.

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APPENDIX A: VASCULAR PLANT LIST

VASCULAR PLANTS OF THE PROJECT SITE

The plants species listed below have been observed on the project site during the reconnaissance site survey conducted by Jeff Gurule on May 17, 2022. The U.S. Fish and Wildlife Service wetland indicator status of each plant has been shown following its common name.

OBL - Obligate
FACW - Facultative Wetland
FAC - Facultative
FACU - Facultative Upland
UPL - Upland
NR - No review
NA - No agreement
NI - No investigation

ADOXACEAE – Moschatel Family		
Sambucus nigra ssp. *caerulea*	Blue elderberry	FACU
AGAVACEAE – Agave Family		
Chlorogalum pomeridianum	Common soaproot	UPL
ALISMATACEAE – Muskroot Family		
Alisma triviale	Northern water plantain	OBL
ALLIACEAE – Onion Family		
Allium amplectens	Narrowleaf onion	UPL
ANACARDIACEAE – Sumac Family		
Toxicodendron diversilobum	Poison oak	FACU
APIACEAE – Umbellifer Family		
Daucus pusillus	American wild carrot	UPL
Sanicula bipinnatifida	Purple sanicle	UPL
Torilis arvensis	Field hedge parsley	UPL
APOCYNACEAE – Milkweed Family		
Apocynum cannabinum	Indian hemp	FAC
Asclepias eriocarpa	Indian milkweed	UPL
ASTERACEAE – Sunflower Family		
Anaphalis margaritacea	Pearly everlasting	FACU
Artemisia douglasiana	California mugwort	UPL
Carduus pycnocephalus	Italian thistle	UPL
Centaurea cyanus	Bachelor's button	UPL
Centaurea melitensis	Tocalote	UPL
Cirsium occidentale	Western thistle	UPL
Ericameria arborescens	Golden fleece	UPL
Eriophyllum lanatum	Wooly sunflower	UPL
Grindelia camporum	Gumweed	FACW
Holocarpha heermannii	Heermann’s tarweed	UPL
Hypochaeris glabra	Smooth cat’s ear	UPL
Hypochaeris radicata	Hairy cats ear	UPL
Lactuca serriola	Prickly lettuce	FACU

Lagophylla glandulosa	Glandular hareleaf	UPL
Logfia gallica	Narrowleaf cottonrose	UPL
Madia elegans	Common madia	UPL
Micropus californicus	Cotton top	FACU
Pseudobahia heermannii	Heermann's golden sunburst	UPL
Psilocarphus tenellus	Slender woollyheads	OBL
Uropappus lindleyi	Silver puffs	UPL
BETULACEAE- Birch Family		
Alnus rhombifolia	White Alder	FACW
BORAGINACEAE – Borage Family		
Amsinckia menziesii	Fiddleneck	UPL
Cryptantha flaccida	Beaked cryptantha	UPL
Eriodictyon californicum	California yerba santa	UPL
Phacelia egena	Rock phacelia	UPL
BRASSICACEAE – Mustard Family		
Brassica nigra	Black mustard	UPL
Nasturtium officinale	Watercress	OBL
Sisymbrium officinale	Hedge mustard	UPL
Thysanocarpus curvipes	Fringe pod	UPL
CARYOPHYLLACEAE – Carnation Family		
Velezia rigida	Velezia	FAC
CHENOPODIACEAE – Goosefoot Family		
Chenopodium album	Lamb's quarters	FACU
CONVOLVULACEAE – Morning-Glory Family		
Cuscuta californica	California dodder	UPL
CYPERACEAE – Sedge Family		
Carex nudata	Torrent sedge	FACW
ERICACEAE –		
Arctostaphylos viscida ssp. mariposa	Mariposa manzanita	UPL
FABACEAE – Legumes Family		
Acmispon americanus	American bird's foot trefoil	UPL
Acmispon strigosus	Strigose lotus	UPL
Lathyrus sulphureus	Sulphur pea	UPL
Lupinus albifrons	Silver bush lupine	UPL
Lupinus bicolor	Miniature lupine	UPL
Lupinus microcarpus var. densiflorus	Whitewhorl lupine	UPL
Trifolium hirtum	Rose clover	UPL
Trifolium microcephalum	Hairy clover	FAC
Trifolium willdenovii	Tomcat clover	FACW
Vicia villosa	Hairy vetch	UPL
FAGACEAE – Beech Family		
Quercus chrysolepis	Canyon live oak	UPL
Quercus douglasii	Blue oak	UPL
Quercus lobata	Valley Oak	FACU
Quercus wislizeni	Interior live oak	UPL

GERANIACEAE – Geranium Family		
Erodium cicutarium	Red stemmed filaree	UPL
Erodium brachycarpum	White stemmed filaree	UPL
HYPERICACEAE – St. John's Wort Family		
Hypericum formosum	St. John's wort	UPL
JUNCACEAE- Rush Family		
Juncus effusus	Bog rush	FACW
LAMIACEAE – Mint Family		
Marrubium vulgare	Horehound	FACU
Scutellaria siphocampyloides	Grayleaf skullcap	FACU
LAURACEAE – Laurel Family		
Umbellularia californica	California bay	FAC
LILLIACEAE – Lilly Family		
Calochortus albus	White globe lily	UPL
Calochortus superbus	Yellow mariposa	UPL
MYRCINACEAE – Marlberry Family		
Lysimachia arvensis	Scarlet pimpernel	FAC
OLEACEAE – Olive Family		
Fraxinus dipetala	Two-petaled ash	UPL
ONAGRACEAE – Evening Primrose Family		
Clarkia dudleyana	Dudley's clarkia	UPL
Clarkia purpurea	Purple clarkia	UPL
Epilobium brachycarpum	Willowherb	FAC
OROBANCHACEAE – Broomrape Family		
Castilleja foliolosa	Texas paintbrush	UPL
PAPAVERACEAE- Poppy Family		
Eschscholzia californica	California poppy	UPL
PINACEAE – Pine Family		
Pinus ponderosa	Ponderosa pine	UPL
Pinus sabiniana	Gray pine	UPL
PHYRMACEAE –		
Erythrathe guttata	Seep monkeyflower	OBL
PLANTAGINACEAE – Plantain Family		
Collinsia heterophylla	Purple Chinese houses	UPL
Collinsia tinctoria	Tincture plant	FACU
Plantago erecta	California plantain	UPL
Plantago lanceolata	English plantain	FAC
Veronica anagallis-aquatica	Water speedwell	OBL
POACEAE – Grass Family		
Avena fatua	Wild oats	UPL
Bromus diandrus	Ripgut brome	UPL
Bromus hordeaceus	Soft chess	FACU
Bromus madritensis	Red brome	UPL
Elymus caput-medusae	Medusa head	UPL
Festuca microstachys	Small fescue	UPL
Festuca myuros	Rattail sixweeks grass	UPL

Festuca perennis	Italian rye grass	FAC
Hordeum marinum	Mediterranean barley	FAC
Melica imperfecta	Small flowered melica	UPL
Poa bulbosa	Bulbous blue grass	FACU
POLEMONIACEAE – Phlox Family		
Allophyllum divaricatum	Purple false gilia	UPL
Leptosiphon bicolor	True babystars	UPL
POLYGONACEAE – Buckwheat Family		
Eriogonum sp.	Buckwheat	UPL
Rumex crispus	Curly dock	FAC
PTERIDACEAE – Brake family		
Pentagramma triangularis ssp. *triangularis*	Gold back fern	UPL
RANUNCULACEAE – Buttercups Family		
Delphinium hansenii	Hansen's larkspur	UPL
RHAMNACEAE – Buckthorn Family		
Ceanothus cuneatus	Buck brush	UPL
Rhamnus crocea	Spiny redberry	UPL
ROSACEAE – Rose Family		
Adenostoma fasciculatum	Chamise	UPL
Cercocarpus betuloides	Birch leaf mountain mahogany	UPL
Heteromeles arbutifolia	Toyon	UPL
Rubus armeniacus	Himalayan blackberry	FAC
RUBIACEAE – Madder family		
Galium sp.	Bedstraw	-
SALICACEAE		
Populus fremontii	Fremont's cottonwood	UPL
Salix exigua	Sandbar willow	FACW
Salix laevigata	Red willow	FACW
SAPINDACEAE – Soapberry Family		
Aesculus californica	California buckeye	UPL
SCROPHULARIACEAE - Figwort Family		
Verbascum thapsus	Common mullein	FACU
SIMAROUBACEAE- Quassia Family		
Ailanthus altissima	Tree of heaven	FACU
SOLANACEAE – Nightshade Family		
Datura wrightii	Jimsonweed	UPL
THEMIDACEAE – Brodiaea Family		
Brodiaea elegans	Harvest brodiaea	FACU
Dichelostemma capitatum	Bluedicks	UPL
Dichelostemma volubile	Twining brodiaea	UPL
Triteleia bridgesii	Bridges' brodiaea	UPL
Triteleia ixioides	Pretty face	UPL
TYPHACEAE – Cattail Family		
Typha latifolia	Broadleaf cattail	OBL
VISCACEAE – Mistletoe Family		
Phoradendron sp.	Mistletoe	UPL

VITACEAE- Grape Family

Vitis californica	California grape	FACU

APPENDIX B: PHOTOS

Photo 1: Chapparal/Burn Scar habitat. This habitat occupied a majority of the site.

Photo 2: Oak/Pine Woodland at the southern end of the site.

Photo 3: Oak/Pine Woodland at the northern end of the site.

Photo 4: Section of Mariposa Creek on the site. Water backed up against a small dam visible in background. Riparian vegetation is lacking here. Dense thicket of invasive Himalayan blackberry at right of photo.

Photo 5: Stretch of creek lacking riparian vegetation.

Photo 6: Stretch of creek with overhanging upland trees and shrubs comprising the riparian corridor.

Photo 7: Area of well-developed riparian vegetation along the creek. Thicket of Himalayan blackberry in foreground.

Photo 8: Area of ponded water in creek backed up against a road crossing to the Idle Wheels Mobile Home Park.

APPENDIX C:
HIMALAYAN BLACKBERRY CONTROL

Controlling Himalayan Blackberry

(*Rubus armeniacus* [*R. discolor*, *R. procerus*])

in the Pacific Northwest

Although produced by and the responsibility of The Nature Conservancy, this document evolved from a workshop co-sponsored by Metro, The City of Portland Parks, Natural Resources Division, The Society for Ecological Restoration, Northwest Chapter and The Nature Conservancy in February 2002. As well as extensive literature review and information taken from a previous Element Stewardship Abstract produced by The Nature Conservancy, the data and field experience of more than 20 individuals went into this document. Special thanks go to Mart Hughes for his extensive contributions. Funding for the production of this guide and the research that supported it was provided by: the Bureau of Land Management, For the Sake of the Salmon, the Northwest Service Academy, the Oregon Department of Agriculture, the Oregon Watershed Enhancement Board and the United States Fish and Wildlife Service. The Oregon Department of Agriculture provided friendly review. Thank you all.

Himalayan Blackberry Description

Himalayan blackberry (generally known scientifically as *Rubus discolor*, *R. procerus* or *R. fruticosa*, but technically *R. armeniacus*) is a robust, perennial, sprawling, more or less evergreen, shrub of the Rose family (Rosaceae). Leaves are large, round to oblong and toothed, and typically come in sets of three (side shoots) or five (main stems) (**photograph 1**). The most characteristic feature is probably the robust stems supporting large, stiff prickles (**photograph 2**).

Photo 1. Typical mature leaf

Photo 2. Robust stem with heavy prickles. Note small lateral bud.

The shrubs first appear as individual canes then groups of canes, gradually increasing to become great mounds or banks, with individual canes reaching up to 3 meters (**photographs 3 and 4**). Trailing canes spread up to 20-40 feet, frequently taking root at the tips. The white flowers and then the roundish, black and shiny 2 cm (less than 1 inch) fruit forms on second year (secondary) canes that grow off of first year canes (**photographs 5 and 6**). The fruit ripens from midsummer to autumn, late when compared with native blackberries.

Photo 3. Tangled mass of trailing canes

Origin and Habitat

Contrary to its common name, Himalayan blackberry (HBB) is a native of Western Europe. HBB was probably first introduced to North America in 1885 as a cultivated crop. By 1945 it had naturalized along the West Coast. HBB occurs on both acidic and alkaline soils, mainly in areas with an average annual rainfall greater than 76 cm (29 inches) at altitudes up to 1800 meters (6000 feet). It thrives and may form impenetrable thickets in wastelands, pastures, forest plantations, roadsides, creek gullies, river flats, riparian areas, fence lines, and right-of-way corridors. HBB thrives in moist but not true wetland soils, and tolerates a wide range of soil moisture.

Photo 4. Large dense thicket of Himalayan blackberry

Reproduction and Basic Ecology

Canes grow to a height of ~40 cm or more before they arch over and trail on the ground. Daughter plants may develop where first year canes touch the ground. Individual canes live only 2-3 years, yet reach a density of 525 canes per square meter. In less than two years a cane cutting can produce a thicket 5 meters in diameter. A large quantity of hard and dry litter and standing dead canes accumulate in old thickets (**photograph 7**).

Photo 5. Flowers

Photo 6. Ripened berries (black) and unripe (red)

The root crown on HBB can be up to 20 cm (8 inches) in diameter (**photographs 8 and 9**), from which many lateral roots grow. Roots have been recorded to a maximum depth of 90 cm (35 inches), and 10 m in length. Adventitious shoots (suckers) are occasionally formed on the roots and may emerge from a depth of 45 cm (18 inches). HBB also readily propagate from root fragments and cane cuttings.

HBB thickets can produce 7,000-13,000 seeds per square meter, and good seed crops occur nearly every year. When grown in dense shade, however, most species of blackberry do not form seeds.

Several authors have reported dispersal of HBB seeds by birds. Omnivorous mammals such as fox, bear or coyote also disperse seed. The prompt invasion of cutover lands by HBB indicates that the dispersed seeds remain viable in the soil for several years.

Photo 7. Persistent stiff dead canes

Although HBB seeds germinate mainly in the spring, few germinate the first spring after the seed is formed. In one study in Australia, HBB seedlings receiving less than 44 percent of full sunlight did not survive.

Photo 8. Close-up of root crown with pink secondary shoots

Photo 9. Root crown with thick lateral roots

The slow growth of seedlings and their susceptibility to shading suggest that few seedlings would be expected to survive in dense pastures or forest plantations. Blackberry thickets are also poor sites for seedling development. Although seedlings show the potential for rapid growth under laboratory conditions, they grow much slower in the field and are easily outgrown by daughter plants (see above).

Ecological Threat

HBB readily invades riparian areas, forest edges, oak woodlands, meadows, roadsides, clear-cuts and any other relatively open area, including all open forest types. Once it becomes well established, HBB out competes low stature native vegetation and can prevent establishment of shade intolerant trees (such as Douglas fir, ponderosa pine and Oregon white oak), leading to the formation of apparently permanent HBB thickets with little other vegetation present. The resulting dense thickets can limit movement of large animals from meadow to forest and vice versa, reducing the utility of small openings and meadows as foraging areas. Although the fruit is widely consumed by native animals, and some butterflies use HBB, it is a poor functional replacement for a diverse native forest understory, meadow or riparian floodplain.

Control Summary

Large stands of HBB are difficult to control due their impenetrability and the plant's variety of reproductive tactics, but with proper management, infested areas can be restored to desirable vegetation. Control is usually a two phase process, removal of above ground vegetation, and killing or removing the root crowns and major side roots (not necessarily in that order). Mechanical removal, whether by hand or machine, or burning, are effective options for removing the above ground portion

of mature plants. There are six primary options for long-term (i.e. root) control:

* Grubbing out the root crowns and major roots has proven to be effective but expensive.
* Repeated cutting of aboveground vegetation can also be effective but is expensive and requires multiple years of treatment.
* Foliar treatment of resprouted canes in the fall following summer clearing has proven effective in some cases.
* Treating freshly cut stumps with appropriate concentrated herbicide.
* Uncut HBB can be effectively treated in late summer or fall with broadcast application of a variety of herbicides including triclopyr (i.e. Garlon 3a and 4) and/or glyphosate (i.e. Round-up and similar products) or 2-4D combined with triclopyr (i.e. Crossbow). Although effective control can be achieved by this method, the extensive, standing, dry and hard canes then need to be removed to allow access for effective restoration.
* Dense planting of shade producing vegetation is a long-term solution for some instances. Planted vegetation may need to be protected from being overtopped by HBB.

Mention of specific herbicides in this document are for illustration purposes only and do not constitute support for the use of one product over another. As always, follow all use and safety instructions on the label when applying herbicides. When in doubt, please contact your state Department of Agriculture or your local Soil and Water Conservation District for advice. The label is the law.

Manual / Mechanical Control Methods

General discussion

Manual control methods are highly selective and permit weeds to be removed with limited damage to surrounding native vegetation (although trampling can be an issue in some locations or situations). The Bradley Method is one sensible approach to manual control of weeds (Fuller and Barbe 1985). This method consists of hand removal starting in areas with lesser weed infestation and working towards the worst stands. This approach is effective at maximizing self-recovery of native vegetation.

Both manual and mechanical removal of above ground vegetation produces slash (i.e. dead cane fragments). If cutting occurs before seeds are produced it may be piled and left for cover for wildlife. Debris may be fed through a mechanical chipper and used as mulch. Mowing in particular, but also using a weed eater may actually mulch in place. Once dry, HBB canes can be easily burned. If left on site, take care to prevent vegetative reproduction from cuttings. Please note that mechanical treatment typically does not break down the dry, hard prickles of mature canes. If left in place, these prickles can represent a threat to bicycle and softer tractor tires as well as bare feet.

An advantage of mechanical / manual cane removal over foliar herbicides is that cane removal apparently does not stimulate sucker formation on lateral roots. For example, Amor (1972, 1974) provides evidence that herbicides such as picloram and 2,4,5-T are not considerably more effective than cane removal. Other literature and local research by the City of Portland Bureau of Environmental Services, City of Portland Department of Parks and Recreation Natural Resources Division and The Nature Conservancy (as well as anecdotal reports), however, have shown Garlon 3a (triclopyr amine formulation) and Roundup (glyphosate with a trademarked surfactant) to deliver effective control when applied to mature canes or resprouted stems in fall. Please see section on

chemical control below.

Hand Pulling
Firmly grabbing the stem near the ground surface and uprooting the root crown is the simplest control strategy. This method is most appropriate for seedlings or young plants. It is especially effective with single canes, and works best after a rain or where the soil is soft. The root crown of larger plants with multiple stems will resist hand pulling in most cases. Plants should be pulled as soon as they are large enough to grasp, and before they produce seeds. This technique appears to work best with shade suppressed canes in forest understory or first year plants.

Hand Hoeing
Plants can be controlled while small by hand hoeing, either by cutting off their tops or by stirring the surface soil so as to expose the seedlings to the drying action of the sun. The object of hoeing is to cut off weeds without going too deeply into the ground and doing damage to the roots of desirable vegetation. Obviously, this technique will only be useful during the maintenance phase.

Digging/Grubbing
The removal of root crowns and major side roots by hand digging is a slow but sure way of destroying HBB, and is the basis for most manual removal projects. The work must be thorough to be effective, and generally requires some follow up work because every larger root fragment left in the soil may produce a new plant. For most plants a claw mattock or pulaski/mattock is effective. The claw loosens the dirt around the root, and the plant is pulled out in the same way that a claw hammer is used to pull out nails. Unless large amounts of volunteer help are available, this technique is best suited for small infestations within areas dominated by native plants or where other methods are not practical or legal. In dense patches, and areas with few remaining native plants, immediate seeding with native grasses will help reduce subsequent invasion by other weeds and still allow follow-up treatment of surviving HBB with broadleaf killing herbicides (if desired). Expect an acre of heavily infested ground to require 300-1000 volunteer hours to clear.

Cutting
Manually operated tools such as brush cutters, weed-eaters, power saws, axes, machetes, loppers and clippers can be used. This is an important step before many other methods are tried, as it removes the aboveground portion of the plant. In areas with dense clumps of vines access to the root crown may not only be difficult, but dangerous where footing is uncertain. Of course, the larger the implement the faster you can cut, but with a lower degree of control for avoiding desirable vegetation. Removal of canes alone is insufficient to adequately control HBB unless it is repeated multiple times and over multiple years, as the root crown will simply resprout and produce more canes. If weed-eaters are used it is better to use one with a blade rather than string, although string-type weed cutters will work if no alternative is possible. For example, a typical crew of 10 is capable of clearing about 0.5 acres of dense HBB per day using a string type weed-eater. Production would likely be higher with a blade, though no workshop participants reported data.

Mechanical methods
Using mechanized equipment to remove aboveground vegetation is typically non-selective in that all vegetation on a treated site is affected. Mechanical control is however, highly effective and relatively inexpensive at controlling woody vegetation on gentle topography with few site obstacles such as root stumps, logs or rocks. Expect to pay roughly $250-$500 per acre depending on the situation.

Most mechanical equipment is not safe to operate on slopes over 30 percent. It is also of limited use where soils are highly susceptible to compaction or erosion, or where soils are very wet.

As with other methods of removing above ground vegetation, several cuttings are required before the underground parts exhaust their reserve food supply. If only a single cutting can be made, the best time is when the plants begin to flower. At this stage the reserve food supply in the roots has been nearly exhausted, and new seeds have not yet been produced. Without follow-up treatment after cutting or chopping with mechanical equipment, HBB may resprout from root crowns in greater density and overtop any planted vegetation.

Prescribed Burning

Although fire alone will not provide permanent control of HBB, large infested areas may be burned in order to remove the standing mature plants. In order to avoid burning during the riskiest time of the year, a pre-spray of herbicide(s) may be used to kill and desiccate the aboveground portion of the plants. Especially in areas with little or no ground cover except HBB, the canes may need to be partially mowed or chopped to help the fire carry. Used alone, this method will not prevent resprouting from root crowns.

To obtain long-term control, burning should be followed by:
(1) herbicide treatment of resprouted canes, in the fall following burning
(2) subsequent burning or cutting to exhaust the soil seed bank and underground food reserves, and/or
(3) revegetation with fast growing or shade tolerant native species.

Other considerations for the use of prescribed burning include the time and cost of coordinating a burn, the soil disturbance resulting from firebreak construction and mortality of fire sensitive native species. This method might be most effective on slopes, especially rocky slopes with a grass component to help carry the fire.

Control in Wetlands

Although HBB may grow in true wetlands (versus seasonally moist areas) this is a marginal habitat for the species. It appears that HBB invades wetlands by tip rooting of canes. In locations where crowns have been established in seasonally saturated soils cutting to ground level has been effective in controlling established crowns. It appears that the roots are not able to survive in anaerobic soils without the supporting canes. Cutting should be undertaken in late summer through early winter just before soil flooding occurs.

Managerial control/Shading

Planting fast-growing shrubs or trees or shade tolerant species may reduce or prevent HBB re-establishment, since the species is usually intolerant of shade. Grazing sheep and goats in areas where the mature plants have been removed has also controlled regrowth, but both are notoriously non-selective, meaning that it may also be difficult to simultaneously control HBB and establish native vegetation.

Sowing native plant species which have the potential to out-compete weedy exotics for important resources is sometimes possible. It may be necessary to continue controlling the HBB until the desired vegetation begins to form a closed canopy. In some cases shade tolerant plants (for example cedar or hemlock in this area) may be encouraged to take root among the unwanted vegetation, eventually out growing them.

However in most cases, HBB prevents the establishment of other native plants and must be initially removed. Following physical removal or burning of mature plants, root crowns must be treated to prevent resprouting. Alternatively, HBB may be manually removed from around individual desirable plants until they reach sufficient height (~15 feet or 5 meters). Seedlings of native plant species usually cannot establish fast enough to compete with sprout growth from untreated stumps.

Prescribed Grazing

Amor (1974) described the effects of grazing by various animals on HBB as follows: In an ungrazed area, 96% of the plants produced daughter plants; in areas grazed lightly by horses the number dropped to 11%; in areas grazed by cattle only 1% of all plants had daughter plants; and no plants had daughter plants in areas grazed by sheep.

In New Zealand, the recognized method of HBB control in the past has been the farming of large numbers of goats. Claims in the literature include that blackberry is readily eaten by goats throughout the year, even when there is an abundant supply of pasture and other plants. In many areas of California, the use of Angora and Spanish goats is showing promise as an effective control for HBB. They can negotiate slopes too steep to manage with machines and do not pose the environmental dangers of some herbicides.

Goats prefer woody vegetation over most grasses or forbs, although Angoras have a higher tolerance for non-woody species. Since goats will trample or browse virtually any vegetation within a fenced area, any desirable trees or shrubs must be protected. Experience has shown that goats are most cost-effective when used to clear or suppress brush regrowth of one to four years old rather than to do initial clearing of dense tall, mature stands of vegetation. When faced with mature brush, goats will defoliate twigs and strip off bark but will leave the plant's main superstructure intact.

Chickens, surprisingly enough, are known to effectively digest (and destroy) all weed seeds passing through their crops and can thoroughly graze back vegetation in areas of up to one acre in size. Releasing chickens into an area after the mature plants are removed allows them to scratch and peck out weed seeds and potentially to reduce the weed seed bank in the soil.

Biological control

The USDA has not supported the introduction of herbivorous insects to control HBB due to the risk these insects may pose to commercially important Rubus species. Research on this subject continues.

Chemical Control Methods

Carefully selected and applied herbicides offer a viable and relatively inexpensive choice for controlling HBB in some instances. Treatment with herbicides should be conducted cautiously for three reasons:

1. HBB often grows in riparian areas,
2. Some herbicides promote vegetative growth from lateral roots,
3. Used incorrectly, herbicides will do little more than top-kill HBB.

Herbicides may be applied non-selectively (broadcast applications) or selectively (spot treatments). Both types of treatments have advantages and disadvantages and will be discussed separately.

More detailed information on management of common weeds is available in such publications as the PNW Weed Handbook or the USDA Herbicide Handbook (updated annually) and will not be comprehensively covered here. Publications such as these give detailed information on nomenclature, chemical and physical properties of many herbicides, use recommendations and precautions, physiological and biochemical behavior, behavior in or on soils, and toxicological properties for several hundred chemicals.

Always read and follow usage and safety directions found on the manufacturer's label. The label represents the legal limits of herbicide use. Please contact your state Department of Agriculture or local Soil and Water Conservation District if you are unsure if what you want to do conforms to current law.

Important note to herbicide users: NOAA-Fisheries has approved only glyphosate in the Rodeo (Dow) or Aquamaster (Monsanto) type formulation (no surfactant added) with LI-700 as the surfactant for use within the 100 year floodplain of rivers and creeks with salmonids. You probably need to consult with NOAA if you receive federal funding or have endangered species act fish issues at your work site. Check with your grant coordinator or NOAA to be certain.

Broadcast Application
Broadcast herbicide applications, or the spreading of an herbicide over an entire area, can be effective where the weed infestation is very dense and needs to be killed and desiccated prior to burning. It can also be applied effectively to plants that are resprouting following the initial removal of the aboveground vegetation.

Comment to herbicide users *— Broadcast application of herbicides has become the mainstay of many weed control efforts. This may be due to the idea that it is a "quick fix" method of eradicating undesirable vegetation. Some herbicides, such as glyphosate however, are non-selective and kill both desirable and undesirable vegetation. Those species or individuals which survive treatment may, after repeated sprayings, form an herbicide-resistant vegetation cover, thus creating a more difficult long-term problem. Such broadcast spraying may also kill off remnant native plants, increasing the need for planting in restoration areas.*

General herbicide treatment advice
Treatment timing is vitally important to herbicide success. In almost all cases, herbicides should be applied only when the plants are in full leaf (annual plants can often be effectively treated earlier). Results are generally poor if the plants are sprayed prior to this stage. Although some literature suggests the best results on deep-rooted perennials occur when plants are sprayed at flower bud stage, after flowering or even seed-set, local experiments suggest that the ideal treatment timing depends on the specific treatment being undertaken and the chemical chosen. For HBB it is best to spray in late summer or fall, especially if glyphosate is being used. The effectiveness of all foliar applied herbicides will be reduced significantly if the plants are badly moisture-stressed.

With all herbicides, complete coverage of all canes and leaves, including those growing from suckers away from the main bush, is essential for maximum effectiveness. Use of appropriate adjuvants (additives including surfactants, penetrants, sticker-spreaders, etc.) can greatly enhance herbicide effectiveness. Regrowth of HBB after slashing, burning, or grazing should be at least 18 inches (500 mm) high before herbicide application. Finally, more is not better. For effective control of deep-rooted perennials it is often better to keep the herbicide rate low, so above ground plant tissue does not die before the herbicide can be translocated deep into the root system.

In applying herbicides it is recommended that a dye be used in the chemical mixture to mark the treated plants and thus minimize waste.

Review of published literature and local knowledge on herbicide treatment choices for broadcast application (*A more detailed and well-referenced review is available on TNC's wildland weed website: tncweeds.ucdavis.edu*)

Many herbicides have been used in an attempt to control HBB with varying degrees of effectiveness. Picloram (Tordon) is effective, but one application may not always be sufficient. Although Picloram suppresses cane regrowth, it stimulates the development of adventitious shoots. Foliage spraying is more effective in the summer than winter.

Fosamine is not as effective as Picloram at killing mature HBB, but is more effective in controlling regrowth. Neither Fosamine nor glyphosate provide long-term control of HBB (**Editors note:** results with glyphosate appear to be greatly influenced by treatment timing). HBB control has also been accomplished with Dicamba, Imazapyr, triclopyr ester and amine and 2,4-D. Crossbow (a 2,4-D - triclopyr ester combination) has widespread renown as a blackberry killer. Triclopyr amine alone is found in many products labeled for control of blackberry and other perennial plant species and has proven effective in local trials conducted by the City of Portland.

The Multnomah Soil and Water Conservation District reports success using Roundup (glyphosate with a trademarked surfactant by Monsanto) at standard label rates in a fall application. They did not find earlier treatment timings to be effective. Representatives from Monsanto recommend a 2:1 tank mix of glyphosate (Round-up) with triclopyr (Garlon 3a), with Round-up rates at 2% or less and Garlon 3a rates at 1% or less. Be sure to add most of the water to your tank mix of glyphosate before adding the Garlon 3a to avoid incompatibility problems.

Spot Treatment Application Methods

Spot application methods consist of various techniques for careful spraying or manually applying herbicides to individual plants, such as stump resprouts, or to small clumps of plants. These methods are highly selective and are most efficient when the total area to be treated is relatively low.

Jones and Stokes Associates (1984) reviewed a variety of spot chemical techniques. The following is an excerpt from this report, listing techniques in order of increasing possibility of herbicide exposure to the environment or to humans in the vicinity of treated plants. They did not include spot-spraying. If they had, it would likely have been last (i.e. highest risk).

1) ***Stem injection:*** Herbicides are injected into wounds or cuts in the stems or trunks of plants to be killed. The herbicide must penetrate to the cambial tissue (directly beneath stem surface) and be water-soluble to be effective. The chemical is then translocated throughout the plant and can provide good root kill.

2) ***Cut stump treatment:*** Herbicides are directly applied to the cambial area around the edges of freshly cut stumps. Application must occur within 5-20 minutes of cutting (sources from New Zealand, Tasmania and Australia recommend treatment as soon as 30 seconds after cutting) to ensure effectiveness. Late spring may be the best season to do this. In early spring sap may flow to the surface of the cut and rinse the chemical off. At other times of the year translocation is too poor to adequately move the chemical throughout the plant. Applications may be made with backpack sprayers, sprinkling cans, brush and pail, or squeeze bottles. Picloram should not be used for this technique as it is known to "flashback" through root grafts between treated and untreated plants and may damage the untreated individuals.

3) ***Basal/Stem sprays:*** High concentrations of herbicides in oil or other penetrating carriers are applied, using backpack sprayers, to the basal portion of stems to be killed. The oil carrier is necessary for the mixture to penetrate bark and enter the vascular system. This method gives good root kill, especially in the fall when vascular fluids are moving toward the roots. This method may be easier to use with small diameter stems than the two previous techniques.

Spot treatments proven to work in the PNW fall into three categories:

1. Spraying isolated clumps of mature blackberry as described above
2. Spraying resprouted stems (18 inches) following initial clearing
3. Treating root crowns immediately following cutting

Cost of HBB Removal

Broadcast herbicide application: Expect to spend at least $250-$300 / acre to spray blackberry. This will include herbicide and the labor cost for a licensed applicator. If some pre-spray manual clearing is necessary, that will increase the cost.

Tractor clearing: $250 -$500 acre.

Spot herbicide application: Expect to spend up to $250-500/acre depending on the difficulty of the terrain and the amount of herbicide needed.

Cut stump treatment: Cost of clearing plus time to do stump treatment, see above and below.

Hand digging root crowns: Allow 300 -1000 hours per acre depending on terrain and density. Adjust up or down based on the vigor and dedication of the diggers.

Weed-eater clearing of dense thickets: Up to $1000 / acre

Hand clearing (machete, loppers, etc...) dense thickets: More than $1000 / acre. Youth crews and inmate crews can generally clear about 1/4 - 1/2 acre per day. Typical costs range from free to $500 / day for a group of 8-10 individuals.

Best Management Practice Recommendation

There is no single "best" practice. The management approach that is best for you will depend on your situation, objectives, finances and willingness or ability to use herbicides. The following recommendations are an attempt to balance cost and human and environmental safety. Note that crossbow herbicide is not recommended due to concerns that the environmental effects of 2-4D are greater than either glyphosate or triclopyr.

Scattered individual plants in healthy native vegetation
Hand cutting aboveground vegetation with loppers or pruning shears and either digging out root crowns or treating freshly cut root crowns with 50% Garlon 3a. For smaller plants it may be possible to uproot the root crown by pulling the stem. Replanting with natives is probably not necessary in most locations.

Small to moderate patches of HBB within a matrix of native vegetation
Hand cut aboveground vegetation using "weed-eaters," machetes, loppers or pruning shears. Follow up treatment of either treating freshly cut stumps with 50% Garlon 3a or spot spraying resprouted canes between late September and early November with 2-3% Garlon 3a and 1% non-ionic surfactant or a 2% glyphosate - 1% (or less) triclopyr mixture with surfactants as described above. If using only glyphosate, use at the rate recommended on the label (2%) and apply as above. Replanting is probably necessary for patches dense enough to have excluded native vegetation. Hand removal of roots may be viable for small sites if volunteer hours are freely available.

Large patches of HBB with scattered native vegetation
Clear mature vegetation using weed-eaters or similar power tools prior to seed set. Spot-spray

resprouting canes at about 2 feet in height with herbicides as above in late summer or fall. If native vegetation is especially sparse and the site is tractor accessible, it may be cheaper to mow indiscriminately and do additional replanting rather than work carefully to protect a few individuals of native species. In any case, replanting with appropriate native species is probably essential for successful restoration.

Monocultures of HBB
Use appropriate size of mower or weed-eater to remove aboveground vegetation. Follow-up spray resprouted stems with Garlon 3a (or combine with glyphosate-based herbicides) as described above. Replant with appropriate native vegetation (**Note:** For large patches, especially on hills it is important to quickly establish ground cover to prevent erosion and increases in other weed species. The best way to do this is to seed with a native grass or if none are available, a truly sterile annual non-native grass.) In areas where drift is less of a consideration, it may be more effective to spray herbicides on the (large) mature blackberry plants then mow the dead canes.

Treatment in riparian areas
Riparian areas, especially those adjacent to fish bearing streams, call for extra caution in the use of herbicides. Spraying with Garlon 3a should only be done where drift will not contact the water **AND** during an extended dry period where the herbicide will not be moved through the soil into the water. Use glyphosate based herbicides or stump treatment over foliar application of Garlon 3a whenever possible. Please also see section above on treatment in wetlands.

Note: Although Garlon 3a has a limited aquatic label (not valid in NY or CA) and breaks down fairly quickly, unlike glyphosate, it does have some potential for moving through soil. Due to a lack of data on sub-lethal effects to salmonids, it has not been approved for use within the 100 year floodplain by NOAA-Fisheries.

Additional Resources

There is a huge literature on HBB control from the U.S., but even more so from Australia and New Zealand. The following articles and websites should get you started:

tncweeds.ucdavis.edu
The Nature Conservancy's weed website. This site contains a full Element Stewardship Abstract on HBB with details on herbicide choices and a full bibliography. The site also has useful information on tools for weed control.

www.pesticide.org/blackberry.pdf
Northwest Coalition for Alternatives to Pesticides. This document outlines manual control strategies. The NCAP in general has lots of information about alternatives to pesticide use. A word of warning however, because of their "political" agenda, their literature review sometimes presents research data out of context.

www.dpiwe.tas.gov.au/inter.nsf/WebPages/RPIO-4ZW2MF?open
Government of Tasmania (Australia). This document reviews their state of knowledge for blackberry control including mechanical, grazing and herbicides.

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Written by Jonathan Soll
Edited by Brian Lipinski
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APPENDIX D:
TREE OF HEAVEN CONTROL

USDA

United States Department of Agriculture

Field Guide for Managing Tree-of-heaven in the Southwest

Forest Service

Southwestern Region

TP-R3-16-09

September 2014

Cover Photos

Left: L.J. Mehrhoff, University of Connecticut, Bugwood.org
Upper right: Chuck Bargeron, University of Georgia, Bugwood.org
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Tree-of-heaven (*Ailanthus altissima* (Mill.) Swingle;
synonyms: *A. glandulosa, Toxicodendron altissinu*)

Quassia family (Simaroubaceae)

Tree-of-heaven is an invasive tree in southwestern states that has been listed as a noxious weed in New Mexico. This field guide serves as the U.S. Forest Service's recommendations for management of tree-of-heaven in forests, woodlands, and riparian areas associated with its Southwestern Region. The Southwestern Region covers Arizona and New Mexico, which together have 11 national forests. The Region also includes four national grasslands located in northeastern New Mexico, western Oklahoma, and the Texas panhandle.

Description

Tree-of-heaven (synonyms: ailanthus, Chinese sumac, stinking sumac, paradise tree, copal tree, Brooklyn palm) is a fast growing tree that was introduced as an ornamental into the United States from China. Its common name and scientific name both refer to its rather tall height (60 to 80 feet). It produces clusters of small, yellow-green flowers mostly in June and July in New Mexico, and April to May in Texas. Tree-of-heaven is dioecious with female trees producing clusters of persistent, one-seeded, winged fruit that resemble those found on maples. Male trees produce groups of staminate flowers that smell like burnt peanuts or cashews. Tree-of-heaven is a prolific seed producer (up to 300,000 seeds per tree in a year). The tree also regrows rapidly from the stump or lateral roots if cut or disturbed. In general, seeds are not long lived and usually do not persist in the seed bank for more than a year or 2.

Growth Characteristics

- Deciduous tree; 60 to 80 feet tall; 80 foot crown width; up to 3 foot trunk diameter.
- Perennial but generally a short-lived tree (30 to 50 years).
- Bark is light brown to pale grey when mature; smooth bark becomes more rough and fissured on trunk.
- Branches are grey, glossy and smooth with raised dots that become fissures with age. Twigs are reddish-brown and velvety.
- Wood is beige to light brown; soft, weak and coarse-grained; breaks easily.
- Pinnately compound leaf (1 to 4 feet long) with 10 to 41 leaflets (2 to 7 inches long).
- Dark green, broadly lanceolate leaflets; margins entire with teeth or lobes at the base; light green veins and whitish green underneath with glandular red dots near lobes.
- Dioecious; numerous, small, yellow-green flowers (8 to 16 inch panicles). Staminate flowers malodorous.
- Persistent propeller-like fruits (1.5-inch-long samaras); fruit turns pale green to tan to reddish as it matures. Fruits occur in dense clusters.

Ecology

Impacts/threats

Tree-of-heaven is an extremely competitive, fast-growing tree with young sprouts growing as much as 10 to 15 feet in a year. Once established, it can overrun native vegetation by developing dense thickets of cloned trees. It can dominate colonized sites indefinitely through resprouting and root suckering. Coupled with its size and structural weakness, the rapid rate of spread and growth of tree-of-heaven makes it an acute hazard along roadsides. In urban areas, tree-of-heaven roots can damage sewer lines and structures.

Location

The species is widespread across the United States (especially in eastern forests and woodlands), but populations tend to be more localized in the Southwest. It establishes readily along roadsides, railways, fencerows, woodland edges, forest openings, or in riparian zones. It is often found in waste areas or disturbed sites such as old fields and abandoned areas (e.g., mining communities). Tree-of-heaven is intolerant of flooding and deep shade; but it can occur in areas where trees normally do not grow such as cliff crevices or paved areas (parking lots, sidewalks, etc.).

Spread

Tree-of-heaven is a prolific seed producer; and its seed may be dispersed via wind, water, birds, and farm or road equipment. However, the majority of new plants within an area are usually from root sprouts. If the top is removed or the stump is cut, new sprouts from lateral roots may occur 50 to 90 feet from the parent tree.

Invasive Features

Tree-of-heaven is highly adaptable and can grow under limiting or harsh conditions such as soils that are saline, nutrient poor, or highly compacted. It will also grow in areas affected by heat, drought, or pollution. Allelopathic chemicals in leaves, bark, roots, and seed inhibit growth and germination of surrounding plants.

Management

Control efforts for tree-of-heaven should focus first on preventing establishment in new areas. Next, small infestations should be treated; mature female trees located on otherwise healthy sites should especially be targeted to help reduce the seed available for germination. Finally, large infestations should be removed or at least controlled. Management efforts should focus on treatments that stress the root system and lead to a reduction in seed production. For example, a treatment regime can be started early in the summer when root reserves are at their lowest and repeated as necessary to keep root reserves low. Since tree-of-heaven is relatively shade intolerant, establishment of desirable competing trees and shrubs should be encouraged following control efforts.

Complete control for tree-of-heaven will likely require 1 to 5 years of continuous planning and integrated management. Consider the following actions when planning a management approach:

- Maintain healthy plant communities to limit tree-of-heaven establishment. Minimize disturbance and/or promptly revegetate disturbed or bare ground areas with desirable native species.
- Conduct surveys, map known infestations, and monitor for tree-of-heaven, especially on roadsides, fence lines, trails, waterways, parking lots, etc. Keep annual records of reported infestations.
- Combine mechanical, cultural, and chemical methods for most effective control of tree-of-heaven.
- Implement a monitoring and followup treatment plan in areas where control practices have been made to further suppress root sprouts and seedlings.

Table 1 summarizes management options for controlling tree-of-heaven under various situations. Choice of individual control method(s) for tree-of-heaven depends on the density and degree of the infestation, current land use, and site conditions (accessibility, terrain, microclimate, other flora and fauna present, etc.). Other important considerations include treatment effectiveness, overall cost, and number of years needed to achieve control. More than one control method may be needed for a particular site.

Physical Control

Tree-of-heaven is very difficult to control by simple cutting or by other mechanical means. Not only do trees resprout with tremendous vigor, but massive root suckering also occurs, which in some cases results in many more new stems spreading over a wider area. There are several practical techniques that can help make physical control of tree-of-heaven more effective. These include: (1) cutting trees before they become too large; (2) cutting trees in early summer when root reserves are lowest; (3) cutting regrowth repeatedly and frequently, and applying herbicide to cut surfaces; and (4) providing shade from competitive native plants after control efforts.

Manual Methods

Hand pulling – Very young seedlings are fairly easy to pull or dig out, depending on soil conditions. Seedlings are easily distinguished from root sprouts by their more slender stems, trifoliate leaflets, and cotyledons (if still present). Pull when soils are moist and be sure to remove the entire root.

Table 1. Management options*

Site	Physical Methods	Cultural Methods	Biological Methods	Chemical Methods
Roadsides, fence lines, rights-of-way, and noncrop areas	Cut larger top growth to ground level in spring or early summer; use mowing as a followup treatment at regular intervals throughout the growing season. Tools for cutting include loppers, machetes, brush cutters, and power saws. A cutting method is more effective as a treatment if followed up with chemical treatment.	Educate road crews to identify and report infestations along roads. Coordinate control efforts with other land managers.	Consider using goats in combination with herbicide spraying. Useful classical biological control agents are currently being researched.	Methods include foliar application, basal bark spray, cut-stump; injection, application of herbicide to cut areas. Use targeted application with a systemic herbicide.
Pasture, rangeland, or riparian corridors	Hand pull or dig out very young seedlings. Older seedlings/ saplings need to be root grubbed or girdled at the base. Physical methods alone are generally not recommended as they often result in significant basal and root sprouting. If used, follow up with a chemical treatment.	After removal of tree-of-heaven, monitor for root sprouts and seedlings; then cut, pull, or spray them. Bag and dispose of seed in a landfill or by burning. Place signs near trailheads or road corridors; educate public to identify and report infestations.	Same as above.	Methods include foliar application, basal bark spray, cut stump, stem injection. In aquatic or riparian areas, use herbicides approved for use in these areas. For mature trees, apply herbicide in cuts made in the bark by a girdling or drilling method. Grooves in the bark should be made all around the trunk, and the cut should be deep enough to go through the cambial layer down into nonliving layers. Girdle or drill in June and early July.
Forest openings, fields, and/ or extensive, dense infestations	Physical methods alone are generally not recommended as they often result in significant basal and root sprouting. If used, followup with a chemical treatment.	Before timber harvest or construction, locate and eradicate all life stages of tree-of-heaven that are present.	Same as above.	Apply herbicide via aerial or broadcast foliar spray, basal bark spray, cut stump, or injection method. Avoid desirable tree species, if present.
Wilderness, other natural areas, and/ or small infestations	Remove very young seedlings by hand; most effective in loose, rain-moistened soils. Be sure to remove entire seedling root. Not practical for older seedlings or root sprouts unless accompanied with herbicide application.	Place signs near trailheads; educate public to identify and report infestations.	Same as above.	Individual plant treatment (IPT) methods including foliar application, basal bark spray, cut stump, or stem injuection. Leave treated plants in place so they can easily be monitored later for regrowth.

* Choice of a particular management option must be in compliance with existing regulations for land resource.

Grubbing – For saplings or young trees, hand grubbing or mechanical extraction of roots may be effective. However, grubbing is usually not practical for mature trees or dense stands. Removal of the entire root is necessary for control of individual trees.

Mechanical Methods

Mowing – After larger trees have been cut to ground level, resprouting wood is soft enough to be mowed at regular intervals which can stress root reserves and lead to fewer root suckers. However, an infrequent mowing cycle may allow the sprouts to spread and become too tall to mow. Mowing is more effective when followed up with a chemical treatment.

Prescribed Fire

Controlled burning is likely to favor further spread of tree-of-heaven since prolific root and stump sprouting occurs in response to fire stress. Scorching or heat girdling individual plants by using a blowtorch or flamethrower may be an option, but monitoring and treatment of root and stump sprouts as a followup will be required.

Cultural Control

Early detection and plant removal are critical for preventing establishment of tree-of-heaven. Coordination efforts should be made between land managers, the local public, and road crews, etc., on identification of tree-of-heaven so suspected infestations can be reported. Vehicles, humans, and livestock should be discouraged from traveling through infested areas; and a program to check and remove seeds from vehicles and livestock after going through infested areas should be considered to help stop seed dispersal.

Biological Control

Grazing

Tree-of-heaven usually has low palatability for grazers; however, livestock (cattle, sheep, and goats) and deer will consume it during certain times of the year under specific circumstances. Goats will eat leaves and bark. Deer will browse leaves during the summer—especially in shady, forested areas. Under heavy grazing pressure, livestock will remove new suckers and sprouts. Use of grazing in combination with herbicide spraying may be effective is certain situations.

Classical Biological Control

A variety of insects and diseases affect tree-of-heaven with varying success; however, there are no biological control agents currently approved for use in the United States. Table 2 summarizes biological agents currently being researched, which includes three fungal pathogens, two weevils, and a moth. Approval for one of the weevil species, *Euchryptorrhynchus brandti*, is anticipated in the near future.

Agents used for biological control in southwestern states should be adaptable to arid environments and local conditions. Public, tribal, and private land managers may obtain biological control agents for release directly from local offices of the USDA Animal and Plant Health Inspection Service (APHIS) when the agents are available. Other sources of biocontrol agents include private companies or locally developed insectaries. A permit must be obtained from APHIS before biological control agents can be transported across state boundaries. Regulations and permit applications (PPQ 526 permit forms) pertaining to interstate shipment of biological control agents can be found on APHIS website at http://www.aphis.usda.gov/ppq/permits/. Although biological control agents may be collected and released within a given state without a permit from APHIS, the state's Department of Agriculture or Agricultural Extension Service should be consulted for any regulations relating to movement of these agents inside the state.

Chemical Control

Herbicides are usually the most effective way to kill the root system of mature tree-of-heaven and to control regrowth from cut trees that occurs as sprouts or root suckers. There are several registered products that can be applied in a variety of ways including: (1) foliage application, (2) topical application to cut stems and stumps, (3) injection into the trunk, and (4) basal spraying. Although aboveground portions of tree-of-heaven are relatively easy to suppress or kill with herbicide treatment, it is also important to control the root system. Therefore, special attention should be paid to selection of the correct herbicide, optimal application rate, and appropriate time to get good results. Care should always be taken when spraying any herbicide near nontarget plants. It is important to read and carefully follow all instructions and warnings provided on the herbicide label.

Herbicide Control Methods

Foliar spraying may be used to control younger trees or low growing tree-of-heaven infestations that can easily be covered with a spray solution. Apply herbicide to fully-

Table 2. Classical biological control agents

Species	Type of Agent	Site of Attack	Impact on Host	Use/Considerations for Release
Verticillium dahliae	fungal pathogen	roots; xylem	Invades xylem and root system; plant responds by stopping flow of water and nutrients to infected areas. May result in death of all or part of tree.	Fungus persists in soil for 10+ years without host. Currently being researched but not yet approved for use.
Verticillium albo-atrum	fungal pathogen	roots; xylem	Similar to *Verticillium dahliae* above.	Currently being researched.
Fusarium oxysporum	fungal pathogen	leaves	Fungus causes leaves to turn yellow and drop earlier than normal, followed by the death of branches or whole tree.	Same as above.
Atteva punctella	Ailanthus webworm	leaves	Selectively feeds on male tree-of-heaven plants.	Same as above.
Euchryptorrhynchus brandti	beetle/ weevil	lower trunk; phloem	Eggs laid in phloem under bark.	Release studies nearly complete; approval anticipated for 2011. Studying whether weevil can be used as a vector for *V. albo-atrum*.
Euchryptorrhynchus chinensis	beetle/ weevil	lower trunk; phloem	Eggs are laid in phloem; life cycle completed under the bark which results in death of tree.	Currently being researched.

expanded leaves using individual plant treatment (IPT) with a backpack sprayer or treat clusters of trees using a tractor- or truck-mounted sprayer (broadcast application). Thoroughly wet all green leaves and shoots, especially near the top of the tree.

Table 3 provides herbicide recommendations for foliar spraying. The two most common herbicides used on tree-of-heaven with the foliar spray approach are glyphosate and triclopyr. These systemic herbicides are absorbed through leaves and stems and then transported to the root system. They have low soil activity so they pose little risk to groundwater if applied properly. However, these products can harm other desirable plants and care should be taken not to spray those nearby. When using a backpack sprayer, a 2 percent solution of either glyphosate (e.g., Roundup®) or imazapyr (e.g., Habitat®) is effective on healthy trees that are fully leafed out. Another new herbicide option that has not been widely tested for foliar application is Viewpoint®. This product is a combination of aminocyclopyrachlor, imazapyr, and metsulfuron. Consult the label closely when mixing or applying any herbicide solution. Use of a nonionic surfactant (0.5 percent or as per label) is often recommended to ensure even coverage and, thus, greater herbicide uptake into the leaves. However, some herbicides come premixed with a surfactant; and the label should always be checked for mixing directions.

Basal bark spraying is an effective control method that does not require cutting. This method is optimally used when tree-of-heaven is fully leafed but before it begins to show fall color. However, basal bark spraying can be labor intensive and is most appropriate for treating small infestations or isolated trees, especially those with trunk diameters between 4 and 8 inches. For trunks less than 6 inches in diameter, a continuous 12-inch wide band should be sprayed around the tree base. For trunks greater than 6 inches, apply a 24-inch band. Add a dye to the solution to aid in determining coverage. Consult the herbicide label for mixing and application directions.

The most commonly recommended herbicide for low-volume basal bark spraying is triclopyr mixed as a 20 percent herbicide:80 percent crop oil solution. Mixing

picloram with triclopyr and crop oil as a 20 percent:20 percent:60 percent mixture can improve the effectiveness of control; however, a certified applicator must be used since picloram is a restricted use product. Stalker® (imazapyr) has also been shown to be effective for basal bark control. It can be used alone or in combination with Garlon 4® (triclopyr) at a concentration of 15 percent Garlon 4® and 5 percent Stalker® in 80 percent oil diluent. Complete coverage by wetting around the entire truck is necessary for good control.

A backpack sprayer fitted with an adjustable cone nozzle can be used for basal bark spraying. Apply herbicide using approximately 30 psi and spray until the bark is wet, but not running off (approximately 3/4 teaspoon of mixture per inch of stem diameter). Leave treated trees standing in place so they can be revisited the next year and, if necessary, new foliage can be spot sprayed.

IPT cut stump treatment is often used in areas where mechanical treatments or foliar applied herbicide spraying are restricted due to logistical considerations or when there is a need to be highly selective for protection of nontarget vegetation. The treatment involves hand cutting or chain sawing a tree as close to the ground surface as reasonable. Herbicide is then applied with a paintbrush, hand-held spray bottle, or backpack sprayer. The cut surface should be horizontal to the ground to minimize runoff, and any residual sawdust over the cut surface should be removed prior to herbicide application. **Herbicide must be applied to the cut surface within 5 minutes after cutting to ensure uptake of the chemical before the plant can seal off the cut area.** For cut stumps larger than 4 inches in diameter, herbicide should be applied to the cambial layer lying just inside the bark ring. The top, sides, and exposed roots of smaller cut stumps (including those occurring in clumps) should be thoroughly wetted with herbicide. Cut trunks, limbs, and other top growth should then be disposed of in an acceptable manner (e.g., stack piles or chipped).

For cut stump treatments, a solution of triclopyr ester or imazapyr should be used in a mixture with bark oil or crop oil. The herbicide:oil mixture ratio can vary from 33:67 to 50:50 v/v depending on the number and size of plants to be treated and the application technique used. A lower ratio (33:67) is typically used when applications are made with a low volume backpack sprayer or hand-held spray bottle, whereas a higher ratio (50:50) can be used when the solution is brushed directly onto the cut stump. A blue indicator dye should be added to the spray mixture to show that a stump has been treated.

The mortality rate from cut-stump treatments is directly related to care taken when treating cut surfaces. Control can be 60 to 80 percent under optimal conditions, but overall plant kills may be much lower due to difficulties associated with this method. Therefore, followup treatment using ground-based foliar applications should be anticipated.

Girdling or frilling with herbicide is effective for larger diameter trunks (i.e., those over 8 inches) of tree-of-heaven with thicker, more mature bark. Using an ax or hatchet, make a horizontal cut or groove (0.5 to 1.5 inches deep and 2 to 8 inches wide) through bark and cambial tissue around the entire circumference of the trunk. The width and depth of the groove should be in proportion to the tree's diameter. Girdling can be done more quickly if a chain saw is used to make two horizontal cuts through the bark that are circumferential around the entire trunk; one cut should be 2 to 4 inches above the other. Frilling is a variation of girdling in which the groove made by an ax or hatchet around the tree still has the partially severed bark and wood attached at the bottom of the groove to allow retention of the applied herbicide.

Tree-of-heaven should not be girdled or frilled without chemical treatment as it will respond by producing fast growing root and stem sprouts. **Cut surfaces from girdling or frilling should be sprayed or painted until thoroughly wet with a herbicide solution within 5 minutes.** Commonly used herbicides for this method include a 2 to 5 percent solution with either glyphosate, imazapyr, triclopyr, or picloram with 2,4-D. The most effective time for using

Table 3. Herbicide recommendations for foliar spraying

Common Chemical Name (active ingredient)	Product Example[1]	Product Example Rate per Acre (broadcast)	Backpack Sprayer Treatment Using Product Example[2]	Time of Application	Remarks
Glyphosate	RoundUp Pro (41%) and others	2–5 quarts	2% (use with 0.5 percent surfactant and a blue indicator dye)	Summer/early fall; apply when tree is actively growing and fully leafed, but before fall color begins.	Nonselective herbicide; overspray can injure surrounding plants and open more area for weeds.
Imazapyr	Arsenal, Habitat, Chopper, Stalker, and others	Arsenal: 1–1.5 pints Chopper: 2–3 pints	Arsenal: 1–5% Chopper: 5%	Same as above.	Nonselective herbicide; overspray can injure surrounding plants and open additional area for weeds. Nontarget plants may also be killed or injured by root transfer of imazapyr between intertwined root systems.
Aminocyclopyrachlor + imazapyr + metsulfuron methyl	Viewpoint	13–20 ounces	Consult label for spot applications.	Apply as high volume or broadcast foliar spray.	Nonselective herbicide used on noncrop sites; may cause temporary injury to some grass species.
Triclopyr	Garlon 4, Remedy, and others	3–6 quarts	1–2%	Summer/early fall; apply when tree is actively growing and fully leafed, but before fall color begins.	Selective, systemic herbicide; will not impact grasses but can harm other trees, shrubs, and broadleaf plants.
Dicamba	Vanquish, Banvel, and others	2 quarts	5%	Same as above.	Same as above.

[1] Trade names for products are provided for example purposes only, and other products with the same active ingredient(s) may be available. Individual product labels should be examined for specific information and appropriate use with tree-of-heaven.

[2] Herbicide/water ratio - As an example, a gallon of spray water with a 3 percent mixture is made by adding a sufficient volume of water to 4 ounces of liquid herbicide until a volume of 1 gallon is reached (4 oz ÷ 128 oz/gal = 0.03 or 3 percent). For dry formulations, particulates should be added to sufficient water as specified by the label until the required concentration or volume of spray water is reached.

this method is during summer (June or early July) when tree-of-heaven has fully leafed out and is actively growing. Leave the tree in place following girdling or frilling to reduce stump sprouting.

Stem injection (hack-and-squirt) is similar to the frilling method described above except that the bark is not continuously cut around the tree trunk. Using a hand ax or hatchet, a line of downward angled or nearly vertical cuts are spaced about an inch apart around the trunk at a convenient height. Cuts should be made so as to leave a partially severed piece of bark and cambium attached at the bottom of the cut. **With a spray bottle or wand in the other hand, squirt the herbicide directly onto all cut areas within 5 minutes of cutting.** On average, there will be one hack/squirt per each inch of stem diameter. There are some commercially available cutting tools (hatchets) that are equipped to allow the herbicide to be directly injected with

each cut. If using a spray bottle, read the herbicide label to determine the exact quantity of chemical to be used in each cut. About 1 milliliter of a fairly concentrated herbicide solution should be applied to each cut. Generally, 1 to 2 squirts from a quart or pint trigger spray bottle is equivalent to 1 to 2 milliliters (1/4 to 1/2 teaspoon). Apply herbicide so that it is wet within the cut, but the solution is not running out. Triclopyr is most often recommended for the hack-and-squirt method; however, other herbicides (imazapyr, dicamba, and picloram) may also be used. Glyphosate has usually been found to be not as effective with this cut surface approach.

Control Strategies

Numerous strategies have been used for tree-of-heaven control, and the local situation usually dictates the best approach to follow. A popular approach is to use a basal spray or a cut surface treatment initially and then follow this up later by using a foliar active herbicide to spot spray new seedlings, sprouts, and root suckers. Once controlled, restoration activities may be used to help prevent the problem from re-occurring. This includes establishing a thick cover of competing vegetation (i.e., desirable trees, shrubs, and grasses).

Regardless of the strategy used, the key to successful long-term control of tree-of-heaven is to monitor treated areas for several years after initial treatment. Always be prepared to remove any new plants quickly. Failure to perform followup monitoring and treatment could result in a return to pretreatment density levels.

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Suggested Web Sites

For information about calibrating spray equipment:

NMSU Cooperative Extension Service Guide A-613 Sprayer Calibration at http://aces.nmsu.edu/pubs/_a/A-613.pdf

Herbicide labels online:

http://www.cdms.net/LabelsMsds/LMDefault.aspx

Invasive Plant Atlas of the United States:

http://www.invasive.org/weedus/index.html

USDA Plants Database:

http://plants.usda.gov/index.html

For more information or other field guides, contact:

USDA Forest Service
Southwestern Region
Forest Health
333 Broadway Blvd., SE
Albuquerque, NM 87102

Or visit:

http://www.fs.usda.gov/main/r3/forest-grasslandhealth/invasivespecies

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CAUTION: Pesticides can be injurious to humans, domestic animals, desirable plants, and fish or other wildlife—if they are not handled or applied properly. Use all pesticides selectively and carefully. Follow recommended practices for the disposal of surplus pesticides and pesticide containers.

APPENDIX B

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Memorandum

To:	Matt Arnold, SERA Design & Architecture, Inc.
From:	Michael Osborn, P.E., LEED-AP
Subject:	Mariposa Creek Parkway Phase IV Special Plan – Existing Conditions Summary
Date:	July 20, 2022

As part of our scope of services for Task 3: Inventory and Analysis for the Mariposa County Phase IV Site Concept we met with the project planning team and County representatives to walk the length of the Phase IV creek parkway on March 4, 2022. Following that site visit, we provided our initial input on known existing infrastructure as part of the Opportunities + Constraints Analysis led by SERA; some of that information is again included below. Since then, we have conducted additional research with utility providers in the area. The following is a summary of the existing infrastructure and site conditions noted during our site visit and collected to date.

Water & Wastewater (Sewer)

Mariposa Public Utilities District (MPUD) provides potable water and sanitary sewer services to the town of Mariposa and the Phase IV plan area is within the current District Boundary (see attached maps.) MPUD is in the process of expanding their District Boundary and Sphere of Influence (SOI) as part of the Mariposa Town Planning Area Reorganization Project (LAFCo Application No. 2022-080), currently in progress.

We are not aware of any issues with the water or sewer infrastructure in this area; however, MPUD has informed us that if the parcels are developed along Mariposa Creek, they foresee the following infrastructure improvements:

- Pressure zone 3 – increase water storage capacity by replacing the 72,000 gallon tank with a 1 MG water tank
- Upgrades to the Hospital and Bullion Street pump stations
- Sewer main upgrades along Mariposa Creek
- Water main upgrades along Mariposa Creek

The extent of these upgrades will be determined and refined based on the proposed development.

Water

The Phase IV plan area spans two pressure zones (zone 1 & 3), separated just upstream of the new Creekside Terrace multi-family housing development. Most of the Phase IV plan area is in Pressure Zone 3, pressurized by a 72,000 gallon water tank with a top elevation of approximately 2,248.6' located on the "mountainside" of the creek, west of the Idle Wheels Mobile Home development. From Joe Howard Street to Idle Wheels, the water main is on the "mountainside" of the creek. Branches from the main are limited to a connection to MPUD Well 5 and a fire hydrant up the hill near the end of Standen Park Road. At Idle Wheels, there is a

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concrete crossing, just upstream of which the buried water main crosses the creek, connecting to the three (3) Idle Wheels wells ("IW Wells" 1, 4 & 7) and the distribution system for Idle Wheels and Acuerdo Con Dios apartments. Upstream from Idle Wheels, the water main is on the "town side" of the creek to the Mariposa County Jail facility.

There is a well facility (MPUD well 5) just north of the new Creekside Terrace development in Pressure Zone 1.

The water main within the Phase IV plan area is 6-inch diameter with the exception of the water main in front of the Creekside Terrace which was increased to 8-inch diameter from Fournier Road to Joe Howard Street and the main in Fournier Road which was increased to a 10-inch diameter, both as part of the Creekside Terrace project. The distributions mains within Idle Wheels vary from 2-inches to 4-inches and are 6-inches within Acuerdo Con Dios. There are no other MPUD facilities "town side" of the creek between Joe Howard Street and Idle Wheels up to State Route 49, nor are there MPUD facilities "mountainside" of the creek from Idle Wheels and the water tank to the County Jail. The 6-inch water main between the County Jail and Acuerdo Con Dios lies within an easement and was constructed in 1986.

Sewer

Similar to the water system, the sewer main is on the "mountain side" of the creek upstream of the Joe Howard Street bridge to just downstream of the Idle Wheels development. The sewer main crosses the creek around the location of the Idle Wheels propane tank and from there it stays on the "town side" of the creek all the way to the County Jail. Both Idle Wheels and Acuerdo Con Dios have branch mains that serve these developments. The 8-inch sewer main between the County Jail and Acuerdo Con Dios lies within an easement and was constructed in 1986. There are no branch mains between Acuerdo Con Dios and the County Jail; however, there are several branch mains between Idle Wheels and Fournier Road, including a sweeping main line that serves the residences in this area.

The sewer main pipes along the creek parkway within the Phase IV area are believed to be 8-inch diameter. The pipes serving the residences off Fournier Road may be smaller diameter.

Storm Drainage & Flood Control Facilities

Along the Idle Wheels development, drainage pipes were observed daylighting along the creek embankment. No significant erosion was observed. The Creekside Terrance storm drainage system discharges into the creek with rock rip-rap energy dissipation structures. There were no other observed storm drain pipes discharging directly into Mariposa Creek within the remainder of the Phase IV plan area. Along the creek, there were a couple of old concrete check structures/weirs with exposed rebar that span the creek as well as a concrete crossing near Idle Wheels. These structures inhibit the flow of the creek and create ponded areas upstream of each.

The entirety of Mariposa Creek through the Phase IV plan area is a regulatory floodway with established base flood elevations per FEMA flood insurance rate map 06043C0751C effective 09/25/2009 and is subject to inundation by the 1% annual chance (100-year) flood.

Dry Utilities

PG&E provides electrical power to the Phase IV plan area. Most of their facilities are on the "town side" of the creek, providing power to existing development, with a few locations were their facilities cross Mariposa Creek to existing development on the "mountain side" of the creek. Approximately 1,150 feet upstream of the Joe Howard Bridge, 21kV overhead transmission lines cross the creek to Standen Park Road where overhead power is provided to development off this street. The second crossing is at the upstream end of Phase IV area where a 4" diameter 21kV buried transmission line is presumed to be within the access road to the Mariposa County Jail on the "mountain side" of the creek.

Sierra Tel has buried communication facilities in the Phase IV plan area. The majority of their infrastructure is along the SR 49 corridor, with buried lines that extend into the existing developments (County jail, Acuerdo Con Dios, Idle Wheels, and homes off Fournier Road). On the eastern side of the plan area, Sierra Tel's buried facilities extend from Fournier Road to the new Creekside Terrace and also continue on the mountainside of the creek to serve the three residences off Standen Park Road; there are also buried facilities that extend two locations were no structures are located today.

To date, AT&T has not responded with information on their facilities, but they may have buried communications line throughout the Phase IV area, in addition to the SierraTel facilities.

The following utility providers do not have facilities in the area: Comcast, CVIN, Frontier, Lumen, Sprint, and Verizon. PG&E does not have gas facilities in the area; gas service in the town of Mariposa is provided by on-site propane tanks.

Terrain

The Phase IV plan area has varied terrain. The terrain generally falls from State Route 49 down to the creek and then climbs significantly up to the ridgeline "mountain side" of the creek. The creek falls at an average slope of 2% over the mile length of the creek in the Phase IV plan area.

There are a couple of locations where the dirt road is narrow due to existing rock outcroppings and steep adjacent slopes which will take additional study if widening is desired.

Damp soil, possibly leaching groundwater, was observed in the mountain side drainage west of the Acuerdo Con Dios development.

No evidence of significant slope failures was observed during our site visit on March 2, 2022.

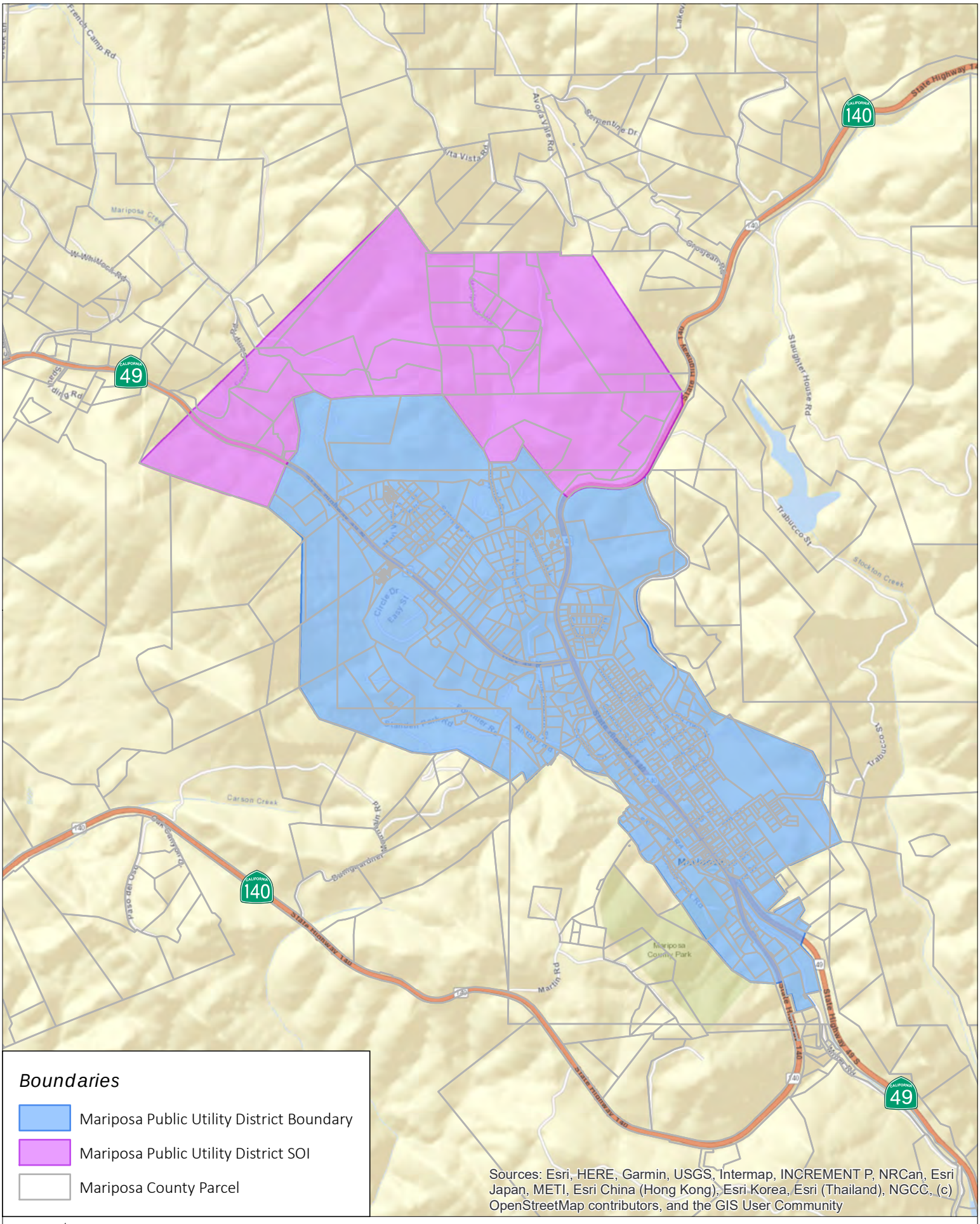
Pavement & Circulation

The Creekside Terrace multi-family housing development is constructing a paved public road north of the Joe Howard Street bridge across the frontage of the development (approximately to Fournier Road) which will also include concrete sidewalk providing accessible pedestrian and vehicular access to the downstream end of the Phase IV plan area. The upstream area has vehicular access from the bridge at the Mariposa County Jail facility. No public parking or trailheads exist at either end of the Phase IV plan area. The Phase IV plan area has no existing

pavement; access along the MPUD sewer easement and the “mountainside” of the creek is provided by a dirt road.

Attachments:

- MPUD Service Area Map
- Figure A: Map of MPUD Water System
- Figure B: Map of MPUD Sewer System
- Figure C: Map of PG&E (Electrical) Facilities
- Figure D: Map of Sierra Tel Facilities


Boundaries
Mariposa Public Utility District Boundary
Mariposa Public Utility District SOI
Mariposa County Parcel
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
Prepared By
PROVOST& PRITCHARD
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Feet

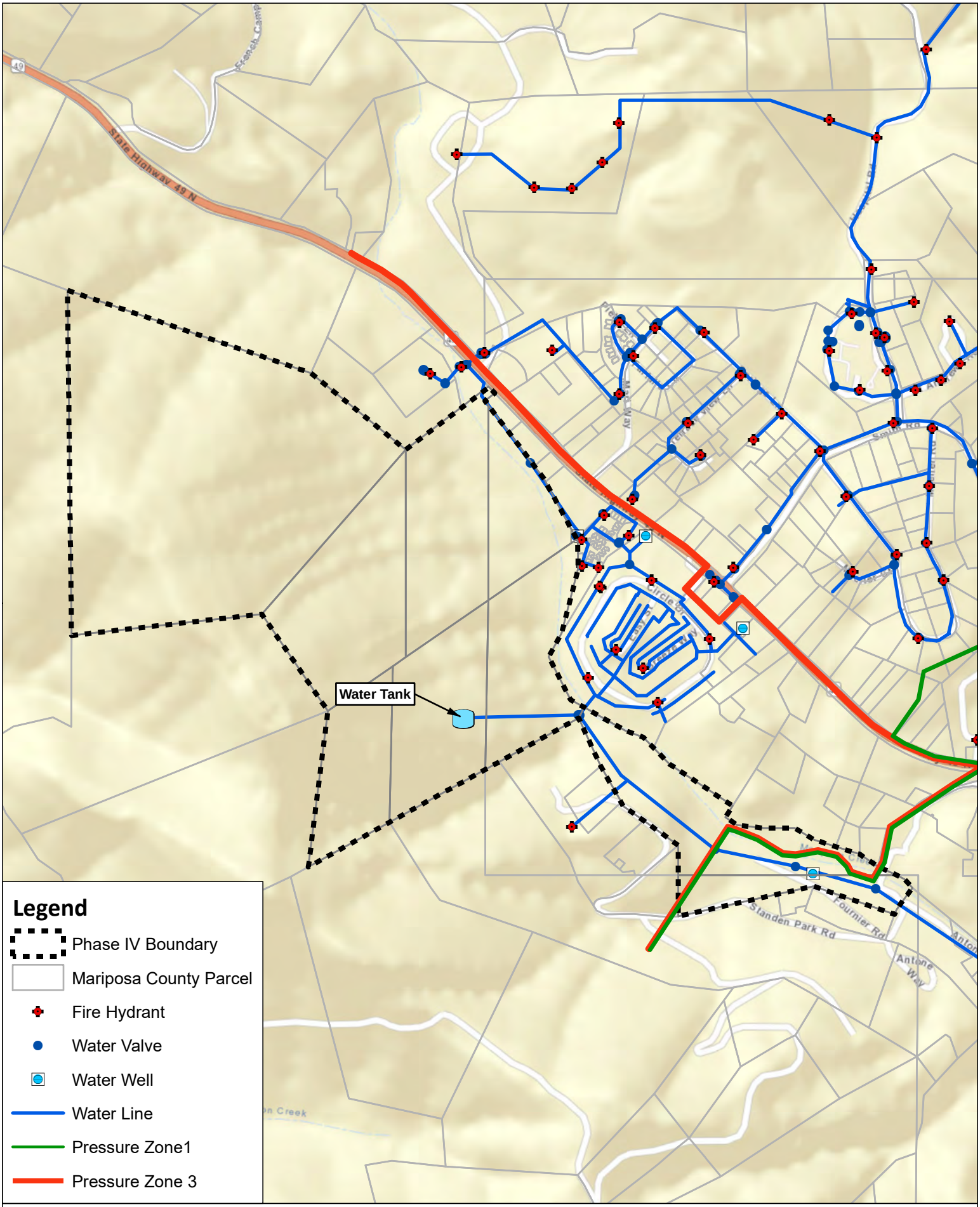

Figure A - Map of Mariposa PUD Water Sytem

Mariposa Creek Parkway - Phase 4 Special Plan

PROVOST& PRITCHARD

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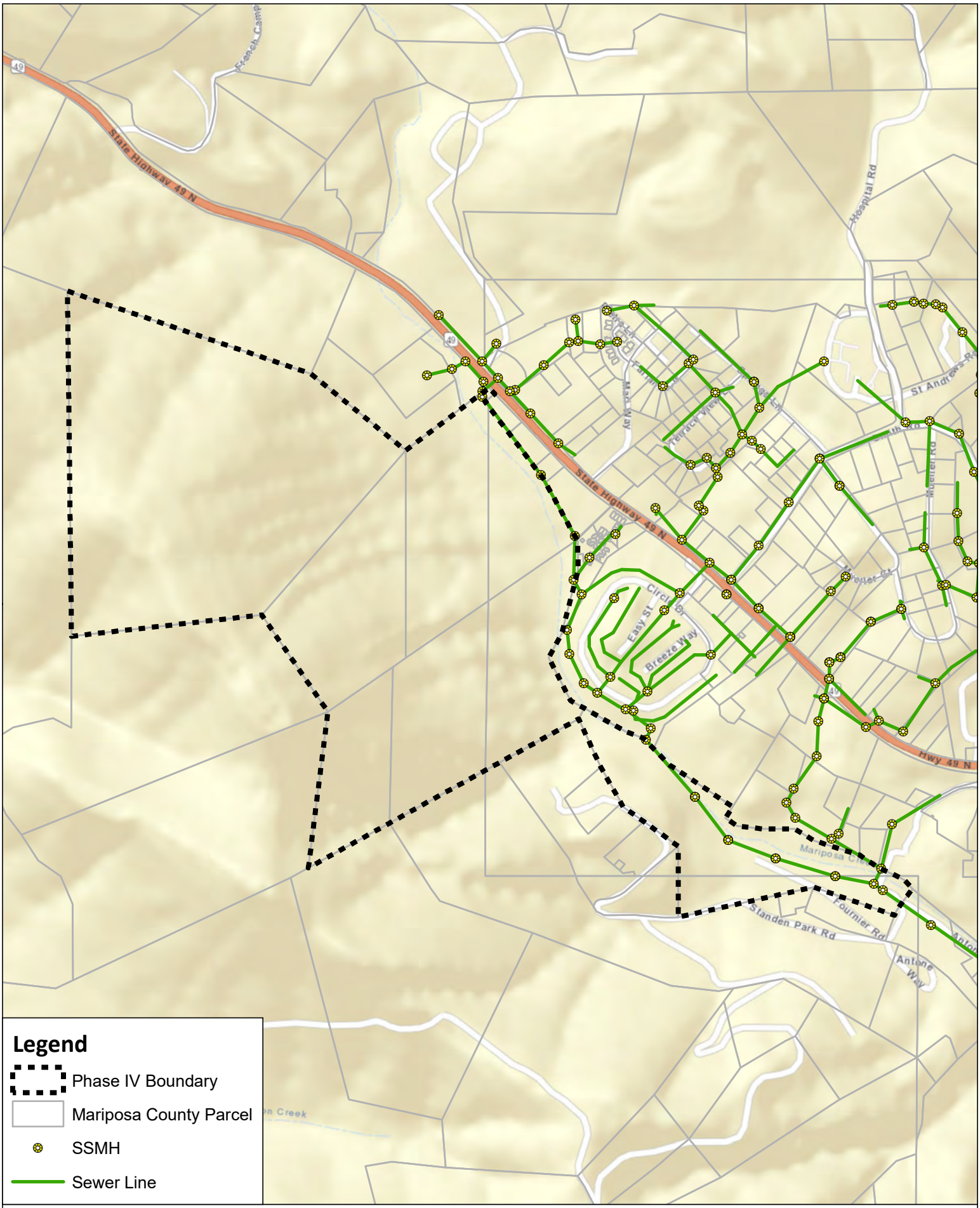

Figure B - Map of Mariposa PUD Sewer Sytem

Mariposa Creek Parkway - Phase 4 Special Plan

PROVOST& PRITCHARD

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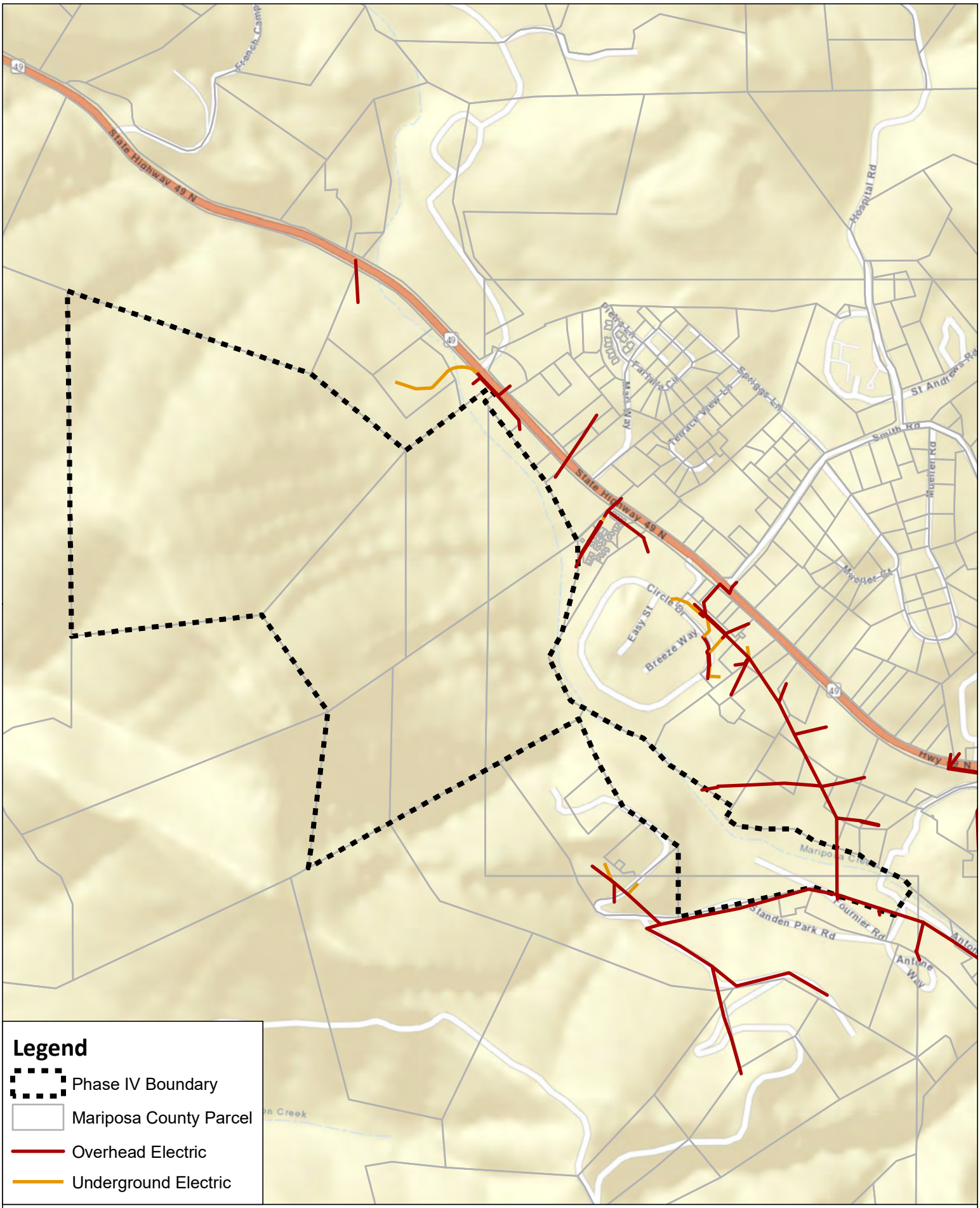

Figure C - Map of PG&E Facilities

Mariposa Creek Parkway - Phase 4 Special Plan

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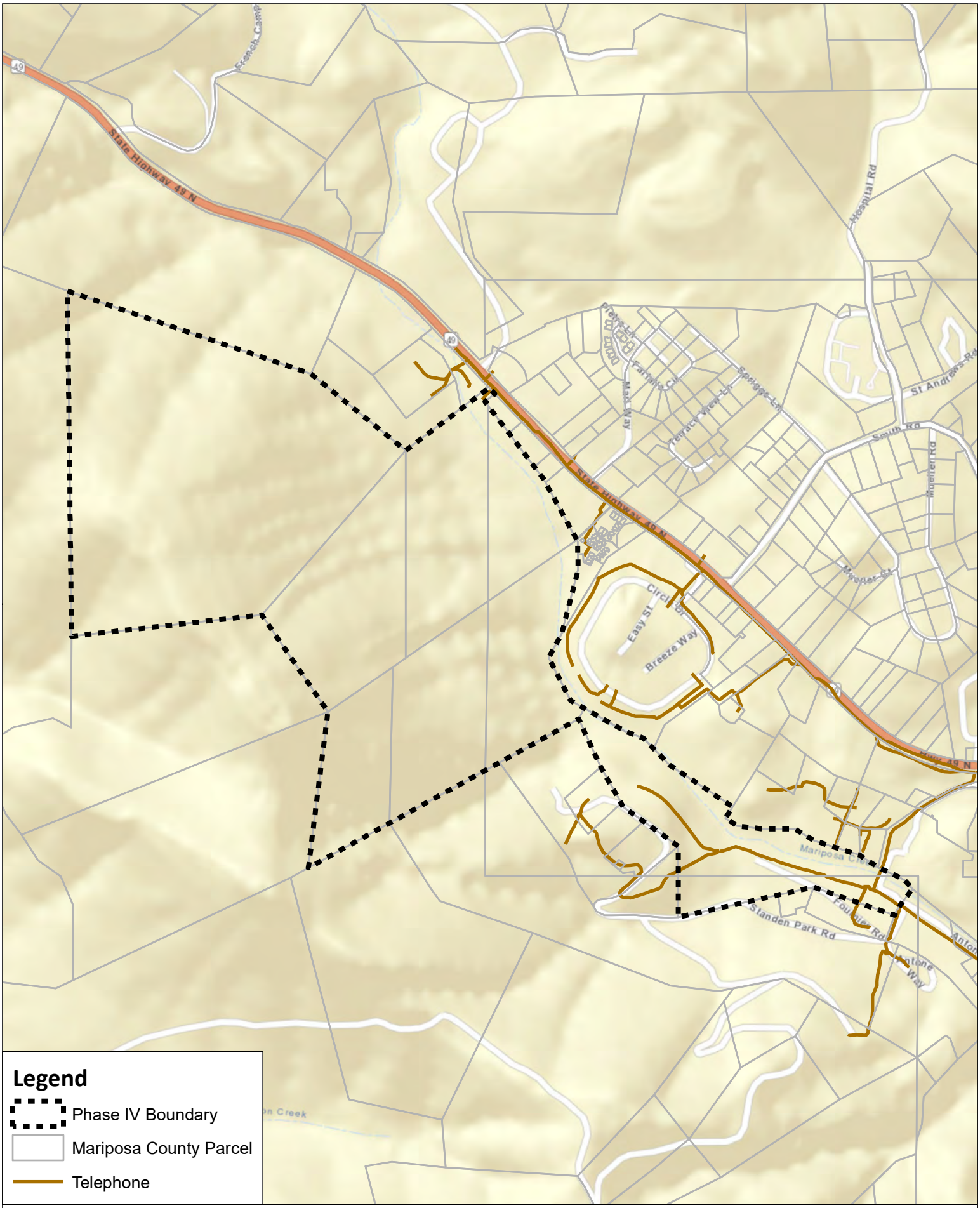

Figure D - Map of Sierra Tel Facilities

Mariposa Creek Parkway - Phase 4 Special Plan

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APPENDIX C

MEMORANDUM

To: Mariposa County

From: Amy Lapin and Kate O'Beirne

Subject: Mariposa Creek Parkway Existing Conditions Analysis; EPS #212135

Date: October 7, 2022

Economic & Planning Systems, Inc. (EPS) was retained to conduct an existing conditions analysis for Mariposa County as part of the Mariposa Creek Parkway Phase IV Special Plan project (Project). The Project is in the unincorporated community of Mariposa, along California State Route 49 (Hwy 49) just north of Mariposa's central business district (CBD).

This analysis examines the trends and existing composition of demographic and socioeconomic characteristics of the study area of Mariposa County. The purpose of this demographic and socioeconomic profile is to develop an understanding of the dynamics and drivers of existing residential development. This chapter comprises the following key analytic elements:

- **Demographic and Socioeconomic Characteristics.** Identifies trends in population and households, age, race and ethnicity, educational attainment, income and poverty, and jobs-housing balance and commuting patterns.
- **Labor Force.** Reflects trends in the labor force and unemployment rates, including industry and employment characteristics and commuting patterns.
- **Employment.** Presents information on the quantity and type of jobs in the County.
- **Real Estate Market.** Examines the County's housing inventory and current residential and commercial market trends.

Supporting data tables underlying the figures presented herein are included at the end of this memorandum.

The Economics of Land Use

Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

Demographic Conditions

This section examines key demographic trends in Mariposa County over the past decade and provides a snapshot of the current socioeconomic composition of the County population.

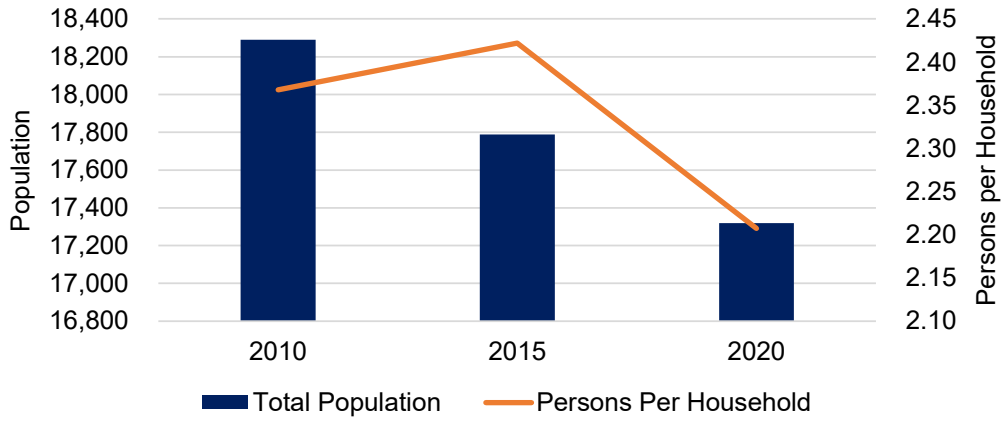
Existing Socioeconomic Conditions

Mariposa County is a small community that experienced declines in its population and limited household growth over the last decade. With its rural and mountainous location, Mariposa County (County) is the 6th smallest county in California with about 17,300 residents as of 2020. The County comprises 15 Census Designated Places (CDP) and does not contain any incorporated cities. As the most populous unincorporated community, the Mariposa CDP is the County seat and contains approximately 1,160 residents, comprising about 7 percent of the County's total population (as of 2020, the latest data available). From 2010 to 2020, the County lost about over 970 residents and added over 100 households during the same time.[1] See **Figure 1-1** and **Table A-1**.

The majority of County households are small and average household size has declined over time, representative of an aging population. The County's average household size of 2.21 is notably smaller than the State (3.0) and averages and appears to be steadily declining. Between 2010 and 2020, the average persons per household declined from 2.37 to 2.21 corresponding with almost 70 percent of households that are 1- and 2-person households. See **Figure 1-1**, **Table A-1**, **Table A-10**, and **Table A-11**.

[1] The State of California Department of Finance (DOF) provides more recent demographic data, however the data after 2020 reflects some inconsistencies that are anticipated to be resolved in the future by the DOF once the Census Bureau releases their Detailed Demographic and Housing Characteristics file.

Figure 1-1. Population and Persons per Household: Mariposa County (2010-2022)



Source: American Community Survey 5-Year Estimates Table DP04 and DP05; EPS.

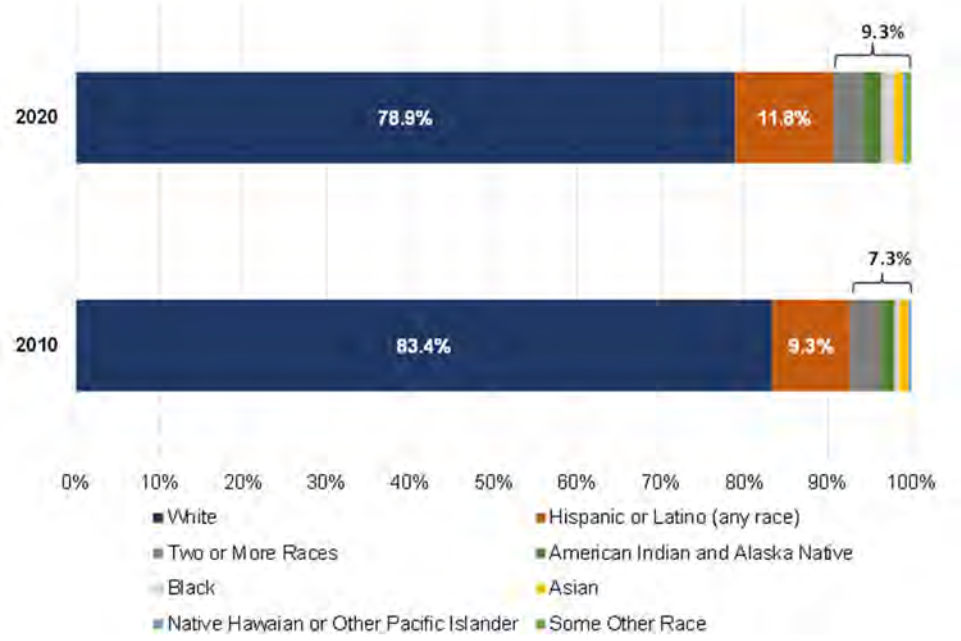
Mariposa's residents are becoming older and slightly more diverse. Though already an older community in 2010, the County's population is aging, aligning with statewide and national trends, with the median age increasing from 47.9 years old to 51.8 years old by 2020. The largest proportion of residents in the County are aged 6p035 years and older (nearly 30 percent of the total population) and represented the fastest-growing age category over the last decade, with an increase of 35 percent. Notably, the County is estimated to have lost over 2,200 residents aged 64 years and younger, with the largest declines in adults between the ages of 35 years and 54 years.

Although the County is predominantly composed of residents that identify as White, the proportion of total population decreased from 83 percent to 79 percent with corresponding increases in populations that identify as Hispanic or Latino, Black, and American Indian and Alaska Native. See **Figure 1-2**, **Figure 1-3**, **Table A-2**, and **Table A-3**.

Figure 1-2. Population by Age: Mariposa County (2020)

Source: American Community Survey 5-Year Estimates Table DO05; EPS.

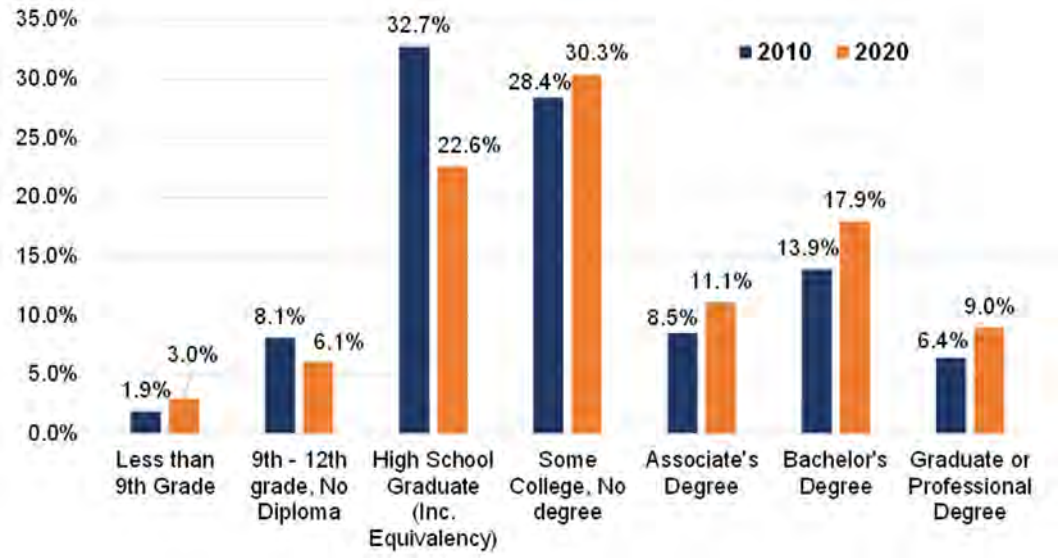
Figure 1-3. Population by Race and Ethnicity: Mariposa County (2020)



Source: American Community Survey 5-Year Estimates Table B03002; EPS.

The proportion of County residents achieving higher levels of education has increased. Following statewide patterns, the proportion of residents 25 years and older holding an Associate's, Bachelor's, Graduate or Professional degree increased 31 percent (from about 3,950 to almost 5,200 total residents) between 2010 and 2020. See **Figure 1-4** and **Table A-4**.

Figure 1-4. Educational Attainment: Mariposa County (2010 and 2020)



Source: American Community Survey 5-Year Estimates Table S1501; EPS.

Household incomes experienced a minimal increase over the past decade and poverty rates have increased. Median household income in the County increased by about 4 percent between 2010 and 2020, from $49,100 to $51,000 (in nominal 2010 and 2020 dollars). The marginal increase in household income suggests that wages for County residents did not keep up with the rate of inflation for the western United States over this period. While the proportion of County households earning between $15,000 to $34,999 grew from 19 percent in 2010 to 26 percent (almost 600 households) in 2020 and the poorest households earning less than $15,000 declined by almost 350 households, there was a notable decline in the proportion of households earning between $35,000 and $99,999. Households earning $100,000 or more grew by only 1.4 percent, or 20 households, over this period. See **Table A-5** and **Table A-6**.

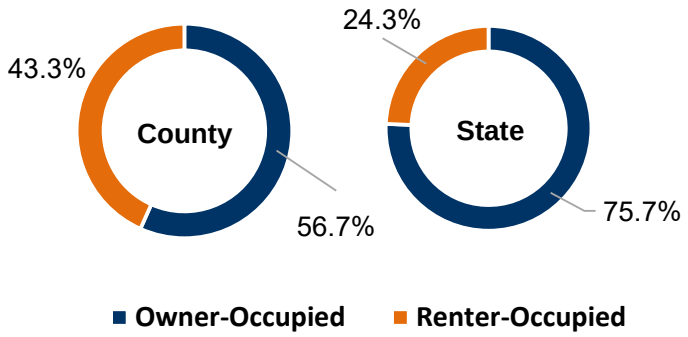
The overall poverty rate in the County increased slightly from about 14.7 percent to 15.6 percent. The County experienced increases in poverty rates for the population between the ages of 18 and 64 years old, with slight decreases in the poverty rate for populations under the age of 18 and over the age of 65 years old.

Poverty rates among the elderly are generally lower because this group receives Social Security benefits, while most of the population aged 18 to 64 years old in poverty are reliant up4on earnings from employment to avoid poverty.[2] [3] See **Table A-7**.

Most households in Mariposa own their homes and reside in single-family dwellings, although homeownership rates trail the State average. Nearly 60 percent of households in the County own their homes, which is notably lower than the State homeownership rate of 76 percent, with over 80 percent of owner-occupied households living in detached single-family units. The remaining 40 percent of the population comprises renter-occupied households. However, because single-family units comprise the largest portion of the County's overall housing stock, almost half of renter households in the County live in single-family detached houses. A significant proportion of both owner-occupied (15 percent) and renter-occupied (22 percent) households live in mobile homes compared to only 5 percent and 2 percent, respectively, within California.

The proportion of housing tenure has remained relatively constant since 2010 with the percentage of renters increasing slightly from 42 percent to the current figure of 43 percent. Detached single-family units are predominantly owner-occupied and have increased over the last decade from 75 percent to 82 percent. See **Figure 1-5**, **Figure 1-6**, **Table A-8**, and **Table A-9**.

Figure 1-5. Housing Tenure: Mariposa County and State of California (2020)

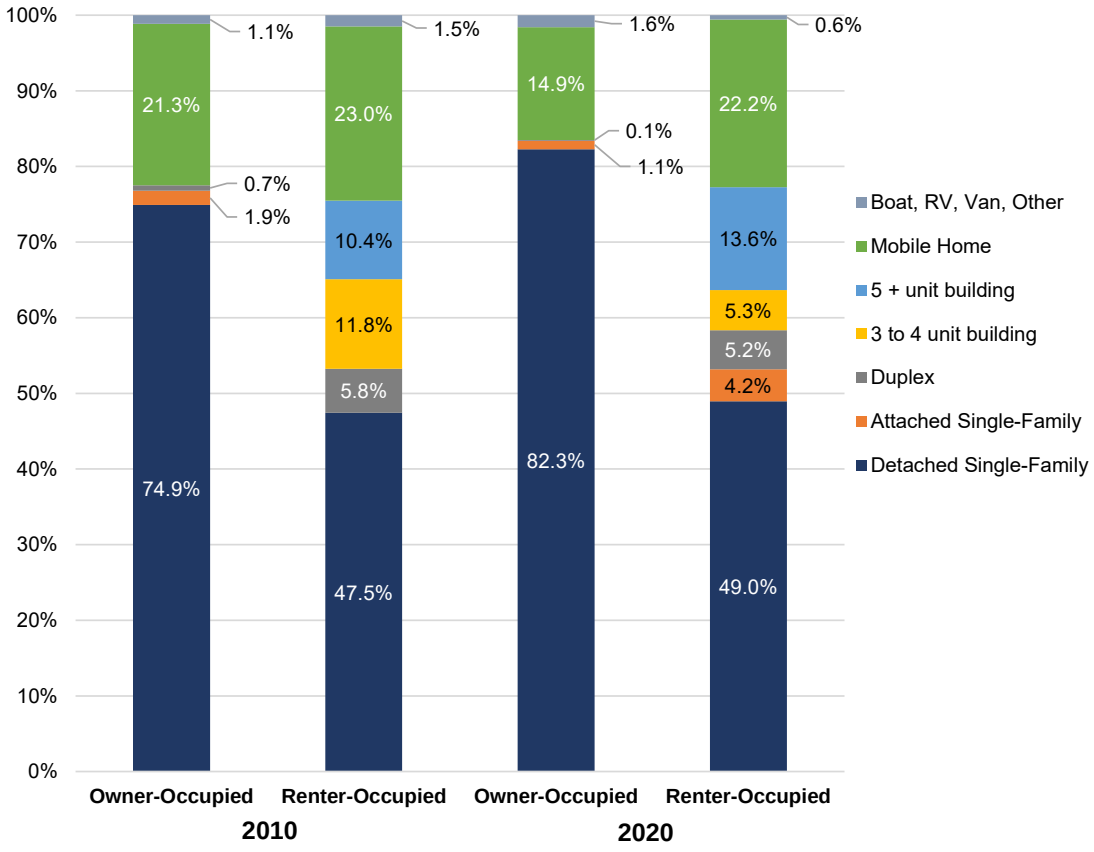


Source: American Community Survey Table 5-Year estimates Table DP04; EPS.

[2] Silicon Valley Institute for Regional Studies. 2015. Poverty in the San Francisco Bay Area. https://jointventure.org/images/stories/pdf/poverty-brief-2015-03.pdf. [Accessed November 2021].

[3] The US Census Bureau's definition of poverty is based on a comparison of total family income to a national poverty threshold, which varies by family size. It does not account for regional differences in cost of living nor differences in family composition, such as the presence of non working-age adults or young children.

Figure 1-6. Tenure by Units in Structure: Mariposa County (2010 and 2020)



Source: American Community Survey Table 5-Year estimates Table DP04; EPS.

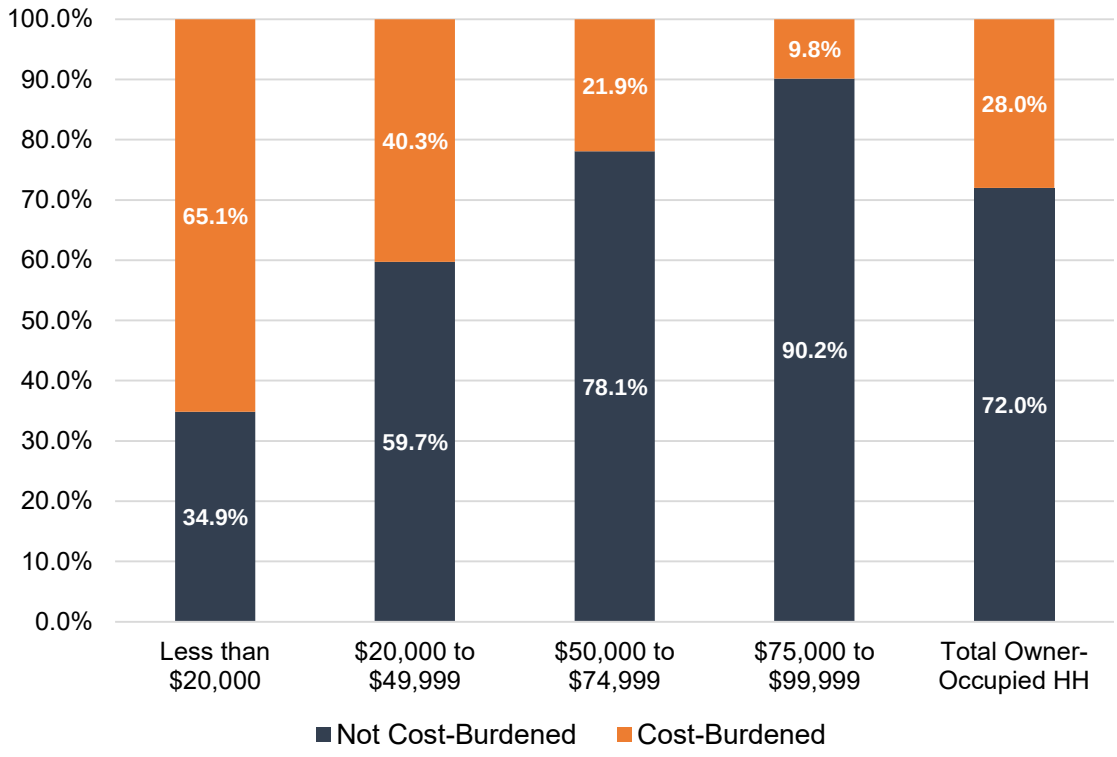
Most renter-occupied households in the County are considered rent-burdened. Housing cost burden is the proportion of housing costs relative to income. The principal component of housing costs is either rent or the price of purchasing a home, both of which have increased significantly in the County over the past decade, as discussed later in this analysis. High housing cost burdens signify that residents are spending a large proportion of their income on housing, restricting the amount of money that they can spend on other essentials, such as food, medical care, and transportation, and increasing the risk of eviction or foreclosure.[4] The U.S. Department of Housing and Urban Development (HUD) considers households spending more than 30 percent of their income on rent to

[4] Shamsuddin, Shomon & Campbell, Colin. 2021. Housing Cost Burden, Material Hardship, and Well-Being. Housing Policy Debate. https://nlihc.org/sites/default/files/Housing-Cost-Burden-Material-Hardship-and-Well-Being.pdf [Accessed November 2021].

be "rent burdened" and households spending more than 50 percent of their income on rent to be "severely rent burdened."[5]

Approximately 61 percent of renter-occupied households in the County are considered rent-burdened, and within the 61 percent of the rent-burdened households about 30 percent are considered severely cost-burdened. Among owner-occupied units, the rates of cost-burdened households generally decline with rising income. The overall cost burden for owner-occupied households in the County is 28 percent. For owner-occupied households, mortgage payments are typically the largest component of housing costs, and households without a mortgage payment (owned outright) are likely to have much lower housing costs than those households with a mortgage, regardless of income, households with incomes below $75,000 are much less likely to have a mortgage than households with incomes above this level. See **Figure 1-7**, **Table A-12**, and **Table A-13**.

Figure 1-7. Cost Burdened Owner-Occupied Households by Income Range: Mariposa County (2020)



Source: American Community Survey Year Estimates, Table B25101; EPS.

[5] Larrimore, Jeff & Schuetz, Jenny. 2017. Assessing the Severity of Rent Burden on Low-Income Families. FEDS Notes. https://www.federalreserve.gov/econres/notes/feds-notes/assessing-the-severity-of-rent-burden-on-low-income-families-20171222.htm. [Accessed October 2021].

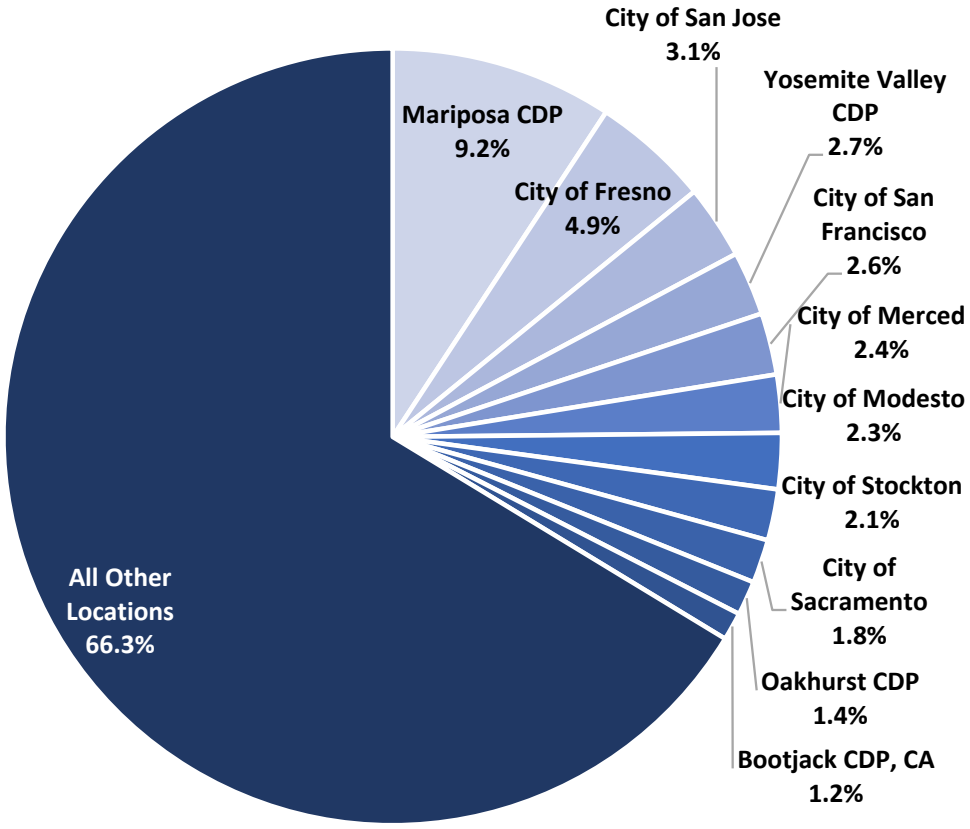
Mariposa has more than twice the number of employed residents (labor force) than jobs. Mariposa County has a labor force comprising almost 9,000 resident-workers and about 4,500 jobs. Between 2010 and 2019, the labor force increased by more than 800 people, while total jobs decreased by over 500 jobs, with a large decline in Accommodation and Food Services jobs of more than 700 jobs.

The County's labor force participation rate is 52 percent as of 2020, much lower than the State's rate of 64 percent. Nearly three-quarters of employed residents commute outside of the County for work and about 45 percent of local jobs are filled by workers that do not live in the County. Amongst the 8,880 employed residents in the County, about 28 percent (2,500) are residents who both live and work in the County, and 72 percent (6,390) commute to jurisdictions outside of the County including the cities of Fresno, San Jose, San Francisco, Merced, Modesto, Stockton, and Sacramento. See **Table A-14**, **Table A-15**, **Table A-16**, **Table A-17**, and **Figure 1-8**.

The **labor force** includes all residents of an area age 16 and older who are classified as both employed and unemployed. Conceptually, the labor force level is the number of people who are either working or actively looking for work.

Jobs refers to the number of job positions in a specified geography where a worker is employed with positive earnings. This includes part-time and full-time positions and reflects positions, not people.

Figure 1-8. Where Mariposa County Residents Work



Source: OnTheMap 2019; EPS.

Similar to statewide patterns, Healthcare and Social Assistance represents the top industry in Mariposa for resident workers and has experienced the largest labor force gains over the last decade. The County's labor force added over 820 employed residents to the population in 2010, an increase of 10.2 percent. Similar to statewide patterns, Healthcare and Social Assistance stands as the top industry in Mariposa for resident workers (14 percent) and has also experienced the largest labor force growth between 2010 and 2019, adding almost 450 resident workers within the County. Other key industries for resident workers that live in the County include Accommodation and Food Services (13 percent), Educational Services (11 percent), and Retail Trade (11 percent). See **Table A-14**.

The County's top employment industries (jobs) align with its reliance on tourism to the County's key asset, Yosemite National Park. The top job industry in the County is Accommodation and Food Services (20 percent). In addition to Yosemite National Park, the County is a popular destination for outdoor activities including river rafting/kayaking, mountain biking, hiking, fishing wildflower viewing, as well as many historical attractions. Even with a large loss of over 700 jobs mentioned above, the Accommodation and Food Services industry remained the top job industry in the County. The Healthcare and Social Assistance industry experienced the highest amount of job growth in Mariposa adding over 250 jobs, followed by Construction, which added 131 jobs. Other key job industries within the County include Public Administration (15 percent), Health Care and Social Assistance (14 percent), and Arts, Entertainment, and Recreation (10 percent). See **Table A-15**.

MARIPOSA COUNTY **EMPLOYED RESIDENTS** BY INDUSTRY

Top Industries (2019)

Health Care and Social Assistance
Accommodation and Food Service
Educational Services
Retail Trade

Top Industry Gains (2010-2019)

Health Care and Social Assistance (+449)
Construction (+300)

Top Industry Declines (2010-2019)

Arts, Entertainment, and Rec. (-251)
Accommodation and Food Services (-236)

MARIPOSA COUNTY **JOBS** BY INDUSTRY

Top Industries (2019)

Accommodation and Food Services
Public Administration
Health Care and Social Services

Top Industry Gains (2010-2019)

Health Care and Social Services (+258)
Construction (+131)
Retail Trade (+104)

Top Industry Declines (2010-2019)

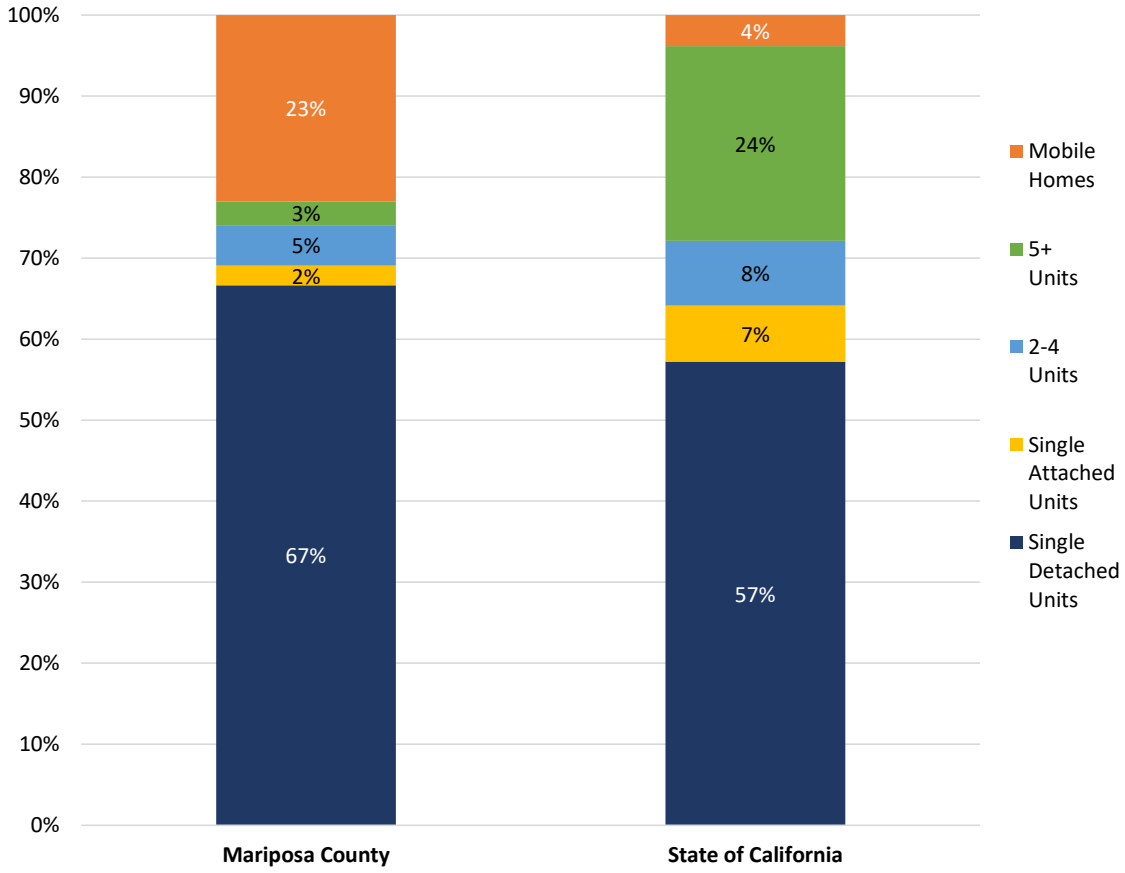
Accommodation and Food Services (-716)
Arts, Entertainment, and Rec. (-305)
Manufacturing (-227)

Almost 30 percent of the County's employees earn annual wages that equate to below the median earning wage for the County. Accommodation and Food Services is the largest job industry (even with the large decrease in employees) in the County and pays an average annual wage of less than $25,000 per employee, less than the about $30,000 median earning wage for the County as a whole. The industries with higher annual wages are overall growing larger with an increase of about 370 employees, while the lower-wage industries decreased by an overall 722 employees. See **Table A-18**.

Housing Inventory

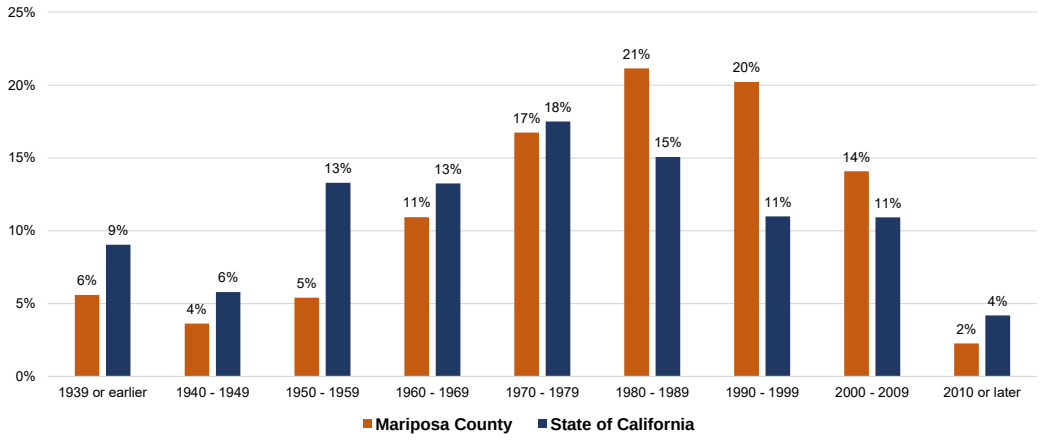
The County's housing inventory is comprised mainly of single-family detached units built from the 1970s to 1990s. The County's housing inventory is estimated to include 67 percent single-family detached units and 23 percent mobile homes, with very few multifamily units. The supply allocation by type has remained relatively similar over the last decade; the only housing type that has experienced an increase was single-family attached units with the addition of about 140 units, increasing that housing type by about 135 percent. See **Table B-1**, **Table B-2**, **Figure 1-9**, and **Figure 1-10**.

Figure 1 9. Units in Structure: Mariposa County and State of California (2020)



Source: California Department of Finance Table E-5; EPS.

Figure 1-10. Units by Age of Structure: Mariposa County and State of California (2020)



Source: 2019 American Community Survey 5-Year Estimates Table DP04; EPS.

Mariposa's housing supply increased slightly over the past decade with minimal additions of affordable housing. The U.S. Department of Housing and Urban Development estimates the County added 364 net new housing units between 2010 and 2020. This aligns with the modest household growth over the same period of about 122 households. Overall housing production has declined every decade since 1990 with only 2 percent of the County's housing stock built after 2010. See **Table B-2** and **Table B-3**.

There are 168 units in 5 subsidized housing projects in the County, accounting for 2 percent of total housing unit supply. Only one affordable project has been added to the supply since 1994. This 42-unit project was built recently and comprises 25 percent of total affordable housing units in the County. See **Table B-4**.

Mariposa has a high residential vacancy rate largely due to a significant inventory of seasonal, recreational, or occasional use housing units. The County's total residential vacancy rate has steadily remained around 23 percent to 24 percent between 2010 and 2022. As of 2020 approximately half of the vacant supply comprises seasonal, recreational, or occasional use housing units. Seasonal, recreational, or occasional use units as a percentage of total vacant units have decreased from 65 percent in 2000 and 2010 to 49 percent in 2020. The County's tracking of short-term rentals reflects a rapid increase of 230 percent between 2010 and 2022, with short-term rentals accounting for approximately 8.4 percent of total housing units as of 2022, increasing from 2.3 percent in 2010.[7] While there was a decrease in seasonal, recreational, or occasional use vacant units, there was an increase in units categorized by the County as "vacant – current residence elsewhere" and "unoccupied sold units," which reflect an increasing trend of purchasing homes to use as second-home investment properties, whether rented out or for occasional personal use.[8] See **Table B-5** and **Table B-6**.

The National Parks Services controls about 15 percent of the County's rental market and estimates a need for additional housing for their labor force. According to the 2019-2024 Mariposa County Housing Element, approximately 15 percent of the County's rental unit supply is owned by the National Park Service for workforce housing needs related to Yosemite and is assumed to control the rent amounts. In addition, the National Park Service is projecting a deficit of seasonal employee housing for concessionary employees, equivalent to 70 units based on data from the 2014 Merced River Plan, indicating an additional need for housing. See **Table B-7**.

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[7] Mariposa County, "Short-Term (Vacation) Rental Discussion and Possible Direction," October 4, 2022.

[8] The ACS categorizes units that are occupied as a short-term rental at the time of the survey as Vacant – Current Residence Elsewhere.

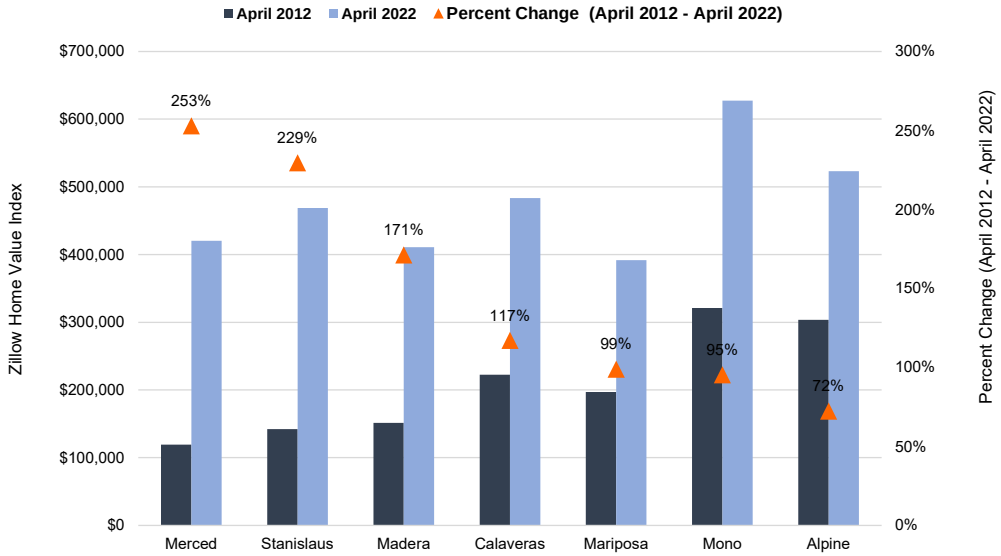
Housing Market Trends

The housing market in Mariposa County has become more competitive since the onset of the COVID-19 Pandemic. While Mariposa falls in the middle of affordability within the surrounding region's housing supply, home prices have increased 112 percent since 2013 (2021 average median sales price is $410,400) and the proportion of residents paying $1,000 or more increased 439 percent from 2010 to 2020 (2022 average asking rent is $2,400). More people are seeking more affordable housing markets in rural locales popular for outdoor activities and tourism, such as Mariposa County, to purchase short-term rental investment properties or second homes.

While vacancy rates appear high (24 percent) the number of vacant units available to purchase or rent comprises only 6 percent of total housing units, based on the seasonal rental and second-home market trends discussed previously. Since 2013, average monthly inventory has increased from 56 available units to 73 units, while the average days on the market have decreased from a high of 128 in 2016 down to 62 as of 2022. See **Table B-8**, **Table B-9**, **Table B-10**, **Table B-11**, **Table B-12**, **Figure 1-11**, **Figure 1-12**, and **Figure 1-13**.

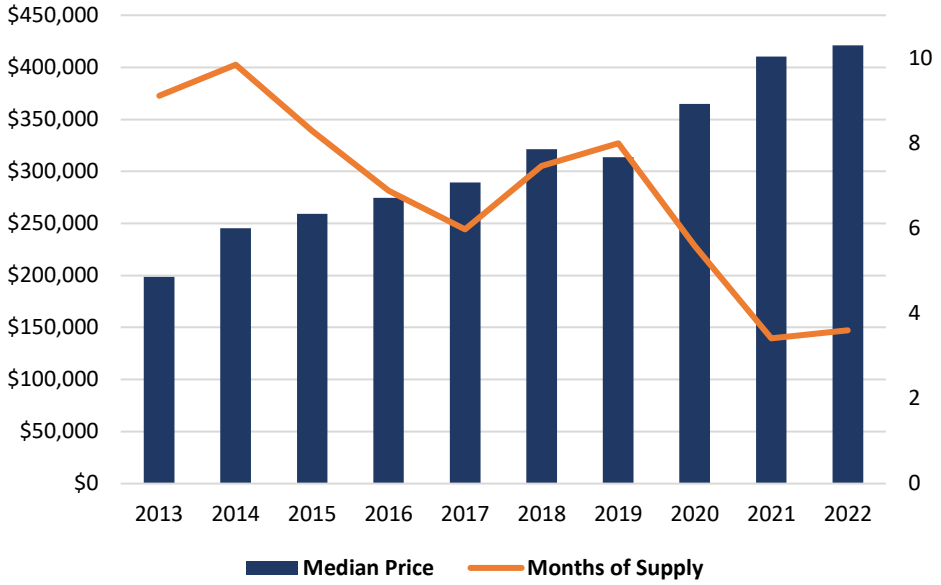
The current competitive housing market in California appears to have slowed down moderately as interest rates continue to rise, but still remains a difficult market because of a lack of inventory. Rural areas, such as Mariposa County will also remain competitive because of a supply shortage exacerbated by investors purchasing homes for short-term rentals or second homes, as well as nominal projected population growth, and the ongoing threat of wildfires.

Figure 1-11. Home Value Change by County (2012-2022)



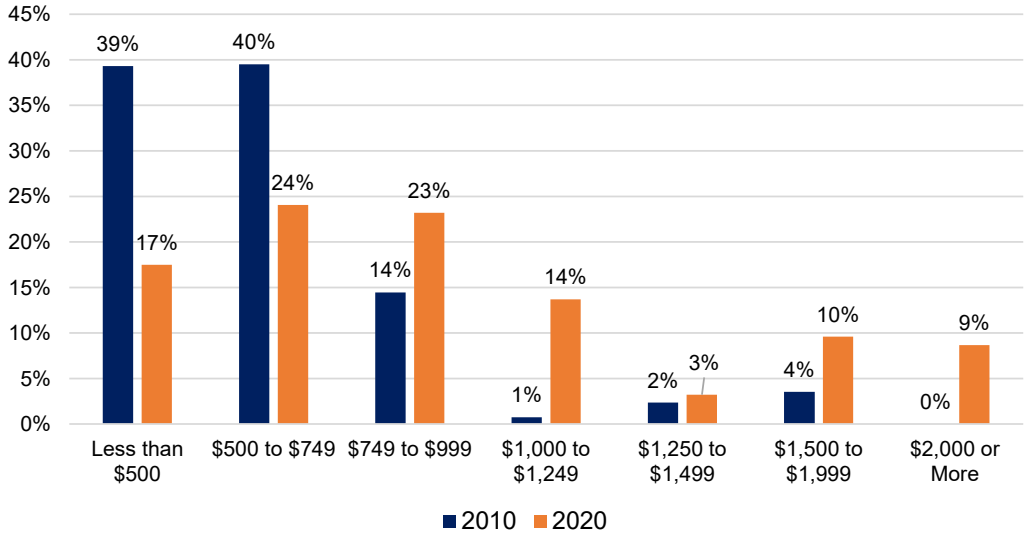
Source: Zillow, EPS.

Figure 1-12. For-Sale Housing Market Summary: Mariposa County (2013-2021)



Source: Redfin; EPS.

Figure 1-13. Contract Rent: Mariposa County (2010 and 2020)



Source: American Community Survey 5-Year Estimates Table B25056; EPS.

Although home ownership is more affordable in the County compared to statewide housing costs, rental units generally present a more affordable option for residents. About 18 percent of County households have the financial capability to purchase a median-or-higher priced home in the County based on the current prices, whereas approximately 30 percent of households can afford to rent an average-or-higher priced unit. The current average median sales price is about $421,300, which would require a household income of almost $130,000. The average rent is about $2,400, which would require a household income of about $96,000. See **Figure 1-14**. Wages in the County's employment industries with the highest number of workers, including Accommodation and Food Services and Educational and Health Services fall well below the income required to either purchase or rent in the current housing environment, reflecting a gap in earnings to support current housing costs as discussed earlier. See **Table A-18** and **Table B-13**.

Figure 1-15 demonstrates the estimated level of housing affordability for households in Mariposa. For example, a household of 2 people with a household income equal to the County's median household income can afford to pay $1,600 in monthly rent or purchase a home with a sales price of approximately $214,500 using a typical relationship between income and rental housing costs and conservative residential mortgage assumptions. See **Table B-13**, **Table D-1**, and **Table D-2**.

Figure 1-14. Income Needed for Current Housing Costs: Mariposa County

MARIPOSA COUNTY			
Sales and Rentals	**Cost [1]**	**Household Income Needed**	**Income Category**
Median Sale Price	$421,300	$129,700	Above Moderate >200% County Median Income
Average Asking Rent	$2,400	$96,000	Above Moderate >140% County Median Income

[1] See Table B-13 and Table D-3.

Figure 1-15. Housing Affordability based on 2022 Income Limits: Mariposa County

MARIPOSA COUNTY [1]			
Income Category	**Household Income [1]**	**Maximum Affordable Rent**	**Maximum Affordable Purchase Price**
Very Low: 50%	$31,200	$780	$104,217
Low: 80%	$49,850	$1,246	$166,408
Median: 100%	$64,250	$1,606	$214,470
Moderate: 120%	$77,100	$1,928	$257,470
Above-Moderate: 150%	$96,375	$2,409	$413,901
Above-Moderate: 180%	$115,650	$2,891	$421,315

[1] See Table B-13 and Table D-3.

Commercial Market Trends

Over the last decade, no new commercial retail or office space appears to have been added to the limited commercial market in the County. The commercial inventory is small with a total of 145,600 square feet of retail located in 30 buildings and about 26,700 square feet of office space in 7 buildings, tracked by CoStar.

The largest concentration of retail is located in the Mariposa CDP comprising about 70 percent of the total retail within the County. The average retail space is about under 5,000 square feet and includes a variety of neighborhood- and tourist-oriented establishments, including gas stations, small markets, a drug store, and small retail and restaurants in the Town of Mariposa.

With a limited amount of retail supply, the market has experienced a sustained low vacancy rate of 1.1 percent, equivalent to available space of about 1,600 square feet and very little movement over the past 10 years. In contrast, office market dynamics demonstrate weak demand, with small Class B and C space, exclusively located in the Mariposa CDP, averaging just under 4,000 square feet, on average. There is a high vacancy rate of 34 percent because of a recently vacated 9,000 square feet of office space that is listed as "vacant- under contract" but had little-to-no prior vacancy. See **Table C-1**, **Table C-2**, and **Table C-3**.

Technical Analysis Organization

The technical analysis is presented in the following sections:

1. **Table A-1** through **Table A-18** present an analysis of existing conditions in the City and the County for population, households, race/ethnicity, educational attainment, income and poverty, housing tenure, employment and jobs, and jobs-housing balance and commuting patterns.
2. **Table B-1** though **Table B-13** examine existing housing supply and current market conditions for both for-sale and rental properties.
3. **Table C-1** through **Table C-3** present a real estate market overview to provide context to current residential market conditions in the County.
4. **Table D-1** and **Table D-2** provide an overview of projected growth in the County.

List of Tables

Study Area Profile

Table A-1 Population and Household Trends 22
Table A-2 Population by Age 23
Table A-3 Population by Race and Ethnicity 24
Table A-4 Educational Attainment 25
Table A-5 Household Income: Mariposa County 26
Table A-6 Employment Status: Mariposa County 27
Table A-7 Poverty Rate by Age 28
Table A-8 Housing Tenure 29
Table A-9 Tenure by Units In Structure 30
Table A-10 Household Size and Tenure 31
Table A-11 Household Size and Tenure by Age of Householder 32
Table A-12 Overall Rent Burden 33
Table A-13 Owner's Costs as a Percentage of Household Income by Household Income 34
Table A-14 Labor Force (Employed Residents) by Industry: Mariposa County 35
Table A-15 Employment (Jobs) by Industry: Mariposa County 36
Table A-16 Jobs Housing Balance 37
Table A-17 Commuting Patterns 38
Table A-18 Business Patterns by Industry: Mariposa County 39

Real Estate Market Conditions

Table B-1 Units in Structure 40
Table B-2 Units by Age of Structure 41
Table B-3 Units Permitted by Year 42
Table B-4 Survey of Subsidized Affordable Housing: Mariposa County 43
Table B-5 Total Vacancy Rate 44
Table B-6 Vacant Homes 45
Table B-7 National Park Services Housing 46

Table B-8 Home Values by City/CDP in Mariposa County 47
Table B-9 Home Value Changes by County 48
Table B-10 For-Sale Housing Market Summary 49
Table B-11 Contract Rent 50
Table B-12 Multifamily Comparable Properties 51
Table B-13 Estimated Housing Unit Value Based on Income and Housing Costs in Mariposa County 52

Future Housing Demand

Table C-1 Commercial Real Estate Trends: Retail—Mariposa County 53
Table C-2 Commercial Real Estate Trends: Office—Mariposa County 54
Table C-3 Land Sale Trends: Mariposa County 55

Study Area Profile Supplemental Tables

Table D-1 Estimated Monthly Housing Costs by Category in Mariposa County 56
Table D-2 Mariposa County Income Limits 57

Table A-1
Mariposa County
Mariposa Creek Parkway
Population and Household Trends (2010 - 2020)

Item	Mariposa County			State of California		
	Total Population	Households	Persons Per Household	Total Population	Households	Persons Per Household
Year						
2010	18,290	7,724	2.37	36,637,290	12,392,852	2.96
2015	17,789	7,345	2.42	38,421,464	12,717,801	3.02
2020	17,319	7,846	2.21	39,346,023	13,103,114	3.00
2010 - 2020 Change						
Number	(971)	122	(0.16)	2,708,733	710,262	0.05
% Change	(5.3%)	1.6%	(6.8%)	7.4%	5.7%	1.6%
Avg. Annual Change	(0.5%)	0.2%	(0.7%)	0.7%	0.6%	0.2%

Source: U.S. Census ACS 5 Years Tables DP05 and DP04; EPS.

Table A-2
Mariposa County
Mariposa Creek Parkway
Population by Age (2010 - 2020)

Item	Mariposa County 2010 Total	2010 %	2020 Total	2020 %	% Change 2010 - 2020
Age Range					
Under 5 years	808	4.4%	751	4.3%	(7.1%)
5 - 19 years	2,947	16.1%	2,252	13.0%	(23.6%)
20 - 34 years	2,361	12.9%	2,545	14.7%	7.8%
35 - 54 years	5,432	29.7%	3,841	22.2%	(29.3%)
55- 64 years	3,118	17.0%	3,049	17.6%	(2.2%)
65 and years	3,624	19.8%	4,881	28.2%	34.7%
Total	**18,290**	**100.0%**	**17,319**	**100.0%**	**(5.3%)**
Median Age	**47.9**		**51.8**		**8.1%**

Source: American Community Survey 5-Year Estimates Table DP05; EPS.

Table A-3
Mariposa County
Mariposa Creek Parkway
Population by Race and Ethnicity (2010 - 2020)

Item	Mariposa County					
	2010		2020		Change (2010-2020)	
	Total [2]	%	Total	%	Total	%
Race or Ethnicity [1]						
White	15,252	83.4%	13,666	78.9%	(1,586)	(10.4%)
Black	99	0.5%	266	1.5%	167	168.7%
American Indian and Alaska Native	297	1.6%	373	2.2%	76	25.6%
Asian	208	1.1%	186	1.1%	(22)	(10.6%)
Native Hawaian or Other Pacific Islander	59	0.3%	62	0.4%	-	N/A
Some Other Race	-	0.0%	106	0.6%	-	N/A
Two or More Races	676	3.7%	619	3.6%	(57)	(8.4%)
Hispanic or Latino (any race)	1,699	9.3%	2,041	11.8%	342	20.1%
Total [2]	**18,290**	**100.0%**	**17,319**	**100.0%**	**(971)**	**-**

Source: American Community Survey 5-Year Estimates Table DO05; EPS.

[1] All races include only non-Hispanic/ Latino respondents. Hispanic or Latino respondents of any race are inlcuded in the "Hispanic or Latino (any race)" category.

[2] Please note that the ACS population totals differ from the reported DOF totals in Table A-1. ACS population estimates for 2019 are developed by the U.S. Census Bureau and E-5 Population and Housing Estimates are reported by the California Department of Finance.

Table A-4
Mariposa County
Mariposa Creek Parkway
Educational Attainment (2010 and 2020)

Item	Mariposa County 2010 Total	2010 %	2020 Total	2020 %	% Change 2010 - 2020
Educational Attainment [1]					
Less than 9th Grade	262	1.9%	404	3.0%	1.1%
9th - 12th grade, No Diploma	1,110	8.1%	828	6.1%	(25.4%)
High School Graduate (Inc. Equivalency)	4,474	32.7%	3,073	22.6%	(31.3%)
Some College, No degree	3,886	28.4%	4,123	30.3%	6.1%
Associate's Degree	1,164	8.5%	1,510	11.1%	29.7%
Bachelor's Degree	1,903	13.9%	2,440	17.9%	28.2%
Graduate or Professional Degree	877	6.4%	1,219	9.0%	39.0%
Total	**13,675**	**100.0%**	**13,597**	**100.0%**	**(0.6%)**

Source: American Community Survey 5-Year Estimates Table S1501; EPS.

[1] Totals and percentages for population 25 years and over only.

Table A-5
Mariposa County
Mariposa Creek Parkway
Household Income: Mariposa County (2010$ and 2020$)

Item	Mariposa County					
	2010		2020		Change 2010-2020	
	Total	%	Total	%	Total	%
Income Range						
<$15,000	1,259	16.3%	916	11.7%	(343)	(27.2%)
$15,000 - $24,999	842	10.9%	902	11.5%	60	7.1%
$25,000 - $34,999	602	7.8%	1,137	14.5%	534	88.7%
$35,000 - $49,999	1,251	16.2%	870	11.1%	(381)	(30.5%)
$50,000 - $74,999	1,336	17.3%	1,553	19.8%	216	16.2%
$75,000 - $99,999	1,027	13.3%	1,043	13.3%	15	1.5%
$100,000 - $149,999	996	12.9%	792	10.1%	(205)	(20.5%)
$150,000 - $199,999	232	3.0%	407	5.2%	175	75.7%
$200,000+	178	2.3%	227	2.9%	49	27.6%
Total	**7,724**	**100.0%**	**7,846**	**100.0%**	**122**	**1.6%**
Median Household Income in 2010$ and 2020$	**$49,098**		**$50,960**		**$1,862**	**3.8%**

Source: U.S. Census Bureau, ACS Table S1901; United States Department of Housing and Urban Development FY 2022 Income Limits; State of California Department of Housing and Community Development, "State Income Limits for 2022"; EPS.

Table A-6
Mariposa County
Mariposa Creek Parkway
Employment Status: Mariposa County

Item	Mariposa County 2010 Total	2010 %	2020 Total	2020 %	% Change 2010 - 2020
Employment Status for Population 16+					
In Labor Force	8,644	56.5%	7,575	51.4%	(12.4%)
Employed	7,530		6,914		(8.2%)
Unemployed	1,114		661		(40.7%)
Not in Labor Force	6,664	43.5%	7,174	48.6%	7.7%
Total Population 16+	**15,308**		**14,749**		**(3.7%)**

Source: American Community Survey 5-Year Estimates Table DP03; EPS.

Table A-7
Mariposa County
Mariposa Creek Parkway
Poverty Rate by Age (2012 and 2020)

Item	Mariposa County % of Total Population 2012 Total	2020 Total
Population Below Poverty Level		
Under 18 years	4.5%	4.4%
18 to 64 years	8.2%	9.8%
65 years and over	2.0%	1.5%
Overall Poverty Rate	**14.7%**	**15.6%**

Source: American Community Survey 5-year Estimates Table S1701; EPS.

Table A-8
Mariposa County
Mariposa Creek Parkway
Housing Tenure (2010 - 2020)

Item	Mariposa County				State of California			
	2010		2020		2010		2020	
	Total	%	Total	%	Total	%	Total	%
Tenure								
Renter-occupied Households	2,314	41.6%	2,326	43.3%	7,112,050	23.5%	5,861,796	24.3%
Homeowner-occupied Households	5,410	58.4%	5,520	56.7%	5,280,802	76.5%	7,241,318	75.7%
Total	**7,724**	**100.0%**	**7,846**	**100.0%**	**12,392,852**	**100%**	**13,103,114**	**100.0%**

Source: American Community Survey Table 5-Year estimates Table DP04; EPS.

Table A-9
Mariposa County
Mariposa Creek Parkway
Tenure by Units In Structure (2010 and 2020)

Item	Mariposa County					
	2010			2020		
	Owner-Occupied	Renter Occupied	Share Renter Occupied	Owner-Occupied	Renter Occupied	Share Renter Occupied
Unit Type						
Detached Single-Family	4,054	1,098	21.3%	4,543	1,139	20.0%
Attached Single-Family	101	-	0.0%	61	98	61.6%
Duplex	38	134	77.9%	6	120	95.2%
3 to 4 unit building	-	274	100.0%	-	124	100.0%
5- 19-unit building	-	188	100.0%	-	130	100.0%
20- 49-unit building	-	14	100.0%	-	87	100.0%
50+ unit building	-	39	100.0%	-	99	100.0%
Mobile Home	1,155	533	31.6%	823	516	38.5%
Boat, RV, Van, Other	62	34	35.4%	87	13	13.0%
Total	**5,410**	**2,314**	**30.0%**	**5,520**	**2,326**	**29.6%**

Source: American Community 5-Year Estimates, Table B25032; EPS.

Table A-10
Mariposa County
Mariposa Creek Parkway
Household Size and Tenure (2010 and 2020)

Item	Mariposa County 2010 Total	2010 %	2020 Total	2020 %	Change (2010 - 2020)
Renter Occupied Households					
1-person	719	31.1%	786	33.8%	9.3%
2-person	861	37.2%	558	24.0%	(35.2%)
3-person	281	12.1%	392	16.9%	39.5%
4+ -person	453	19.6%	590	25.4%	30.2%
Total	**2,314**	**100.0%**	**2,326**	**100.0%**	**0.5%**
Owner Occupied Households					
1-person	1,459	27.0%	1,746	31.6%	19.7%
2-person	2,459	45.5%	2,377	43.1%	(3.3%)
3-person	698	12.9%	621	11.3%	(11.0%)
4+ -person	794	14.7%	776	14.1%	(2.3%)
Total	**5,410**	**100.0%**	**5,520**	**100.0%**	**2.0%**
Total Households					
1-person	2,178	28.2%	2,532	32.3%	16.3%
2-person	3,320	43.0%	2,935	37.4%	(11.6%)
3-person	979	12.7%	1,013	12.9%	3.5%
4+ -person	1,247	16.1%	1,366	17.4%	9.5%
Total	**7,724**	**100.0%**	**7,846**	**100.0%**	**1.6%**

Source: American Community Survey Table 5-Year estimates Table B25009; EPS.

Table A-11
Mariposa County
Mariposa Creek Parkway
Household Size and Tenure by Age of Householder (2020)

Item	Mariposa County					
	Owner Occupied		Renter Occupied		Total	
	Total	Share	Total	Share	Total	% of Total
1-person household						
15 to 54 years	310	48.9%	324	51.1%	634	8.1%
55 to 64 years	457	75.3%	150	24.7%	607	7.7%
65 to 74 years	452	67.4%	219	32.6%	671	8.6%
75 years and over	527	85.0%	93	15.0%	620	7.9%
Total	**1,746**	**31.6%**	**786**	**33.8%**	**2,532**	**32.3%**
2-or-more-person household						
15 to 54 years	1,215	53.0%	1,078	47.0%	2,293	29.2%
55 to 64 years	993	78.7%	268	21.3%	1,261	16.1%
65 to 74 years	840	86.6%	130	13.4%	970	12.4%
75 years and over	726	91.9%	64	8.1%	790	10.1%
Total	**3,774**	**68.4%**	**1,540**	**66.2%**	**5,314**	**67.7%**
Total						
15 to 54 years	1,525	52.1%	1,402	47.9%	2,927	37.3%
55 to 64 years	1,450	77.6%	418	22.4%	1,868	23.8%
65 to 74 years	1,292	78.7%	349	21.3%	1,641	20.9%
75 years and over	1,253	88.9%	157	11.1%	1,410	18.0%
Total	**5,520**	**100.0%**	**2,326**	**100.0%**	**7,846**	**100.0%**

Source: American Community Survey 5-year estimates Table B25116; EPS.

Table A-12
Mariposa County
Mariposa Creek Parkway
Overall Rent Burden (2020)

Item	Mariposa County	
	Total Renter Households	Share of Renter Households
Rent as a Percentage of Household Income [1]		
Less than 30% of Income	799	39.0%
30% to 50% of Income	605	29.5%
More than 50% of Income	644	31.4%
Total Renter Households	**2,048**	**100.0%**

Source: American Community Survey 5-Year Estimates, Table B25070; EPS.

[1] The US Department of Housing and Urban Development defines a household spending more than 30 percent of their income on housing as "rent burdened." Households spending more than 50 percent of income on housing are considered "severely rent burdened."

Table A-13
Mariposa County
Mariposa Creek Parkway
Owner's Costs as a Percentage of Household Income by Household Income (2020)

Housing Cost Burden by Income Bracket [1]	Mariposa County		
	Owner-Occupied Households	Share within Income Bracket	Share with Mortage
Less than $20,000			
Less than 30%	265	34.9%	0.0%
30% or more	495	65.1%	1.8%
Total	**760**	**100.0%**	**1.2%**
$20,000 to $49,999			
Less than 30%	868	59.7%	1.2%
30% or more	585	40.3%	48.7%
Total	**1,453**	**100.0%**	**20.3%**
$50,000 to $74,999			
Less than 30%	860	78.1%	14.2%
30% or more	241	21.9%	97.1%
Total	**1,101**	**100.0%**	**32.3%**
$75,000 or More			
Less than 30%	1,951	90.2%	42.2%
30% or more	213	9.8%	79.8%
Total	**2,164**	**100.0%**	**45.9%**
Totals			
Less than 30%	3,944	72.0%	24.2%
30% or more	1,534	28.0%	45.5%
Totals	**5,478**	**100.0%**	**30.7%**

Source: American Community Survey Year Estimates, Table B25101; EPS.

Table A-14
Mariposa County
Mariposa Creek Parkway
Labor Force (Employed Residents) by Industry: Mariposa County (2010 and 2019)

Item	2010 Total	2010 %	2019 Total	2019 %	2010 - 2019 Total Growth	2010 - 2019 % Growth
Industry [1]						
Agriculture, Forestry, Fishing and Hunting	272	3.4%	326	3.7%	54	19.9%
Mining, Quarrying, and Oil and Gas Extraction	16	0.2%	11	0.1%	(5)	(31.3%)
Utilities	110	1.4%	137	1.5%	27	24.5%
Construction	343	4.3%	643	7.2%	300	87.5%
Manufacturing	413	5.1%	438	4.9%	25	6.1%
Wholesale Trade	165	2.0%	192	2.2%	27	16.4%
Retail Trade	748	9.3%	919	10.4%	171	22.9%
Transportation and Warehousing	200	2.5%	293	3.3%	93	46.5%
Information	98	1.2%	84	0.9%	(14)	(14.3%)
Finance and Insurance	111	1.4%	141	1.6%	30	27.0%
Real Estate and Rental and Leasing	111	1.4%	130	1.5%	19	17.1%
Professional, Scientific, and Technical Services	274	3.4%	411	4.6%	137	50.0%
Management of Companies and Enterprises	94	1.2%	60	0.7%	(34)	(36.2%)
Administration & Support, Waste Management and Remediation	294	3.7%	379	4.3%	85	28.9%
Educational Services	807	10.0%	932	10.5%	125	15.5%
Health Care and Social Assistance	773	9.6%	1,222	13.8%	449	58.1%
Arts, Entertainment, and Recreation	659	8.2%	408	4.6%	(251)	(38.1%)
Accommodation and Food Services	1,385	17.2%	1,149	12.9%	(236)	(17.0%)
Other Services (excluding Public Administration)	356	4.4%	332	3.7%	(24)	(6.7%)
Public Administration	825	10.2%	671	7.6%	(154)	(18.7%)
Total Labor Force	**8,054**	**100.0%**	**8,878**	**100.0%**	**824**	**10.2%**

Source: United States Census Bureau OnTheMap; EPS.

[1] Employment totals based on residents of Mariposa County.

Table A-15
Mariposa County
Mariposa Creek Parkway
Employment (Jobs) by Industry: Mariposa County (2010 and 2019)

Item	2010 Total	2010 %	2019 Total	2019 %	2010 - 2019 Total Growth	2010 - 2019 % Growth
Industry [1]						
Agriculture, Forestry, Fishing and Hunting	25	0.5%	36	0.8%	11	44.0%
Mining, Quarrying, and Oil and Gas Extraction	0	0.0%	1	0.0%	1	0.0%
Utilities	71	1.4%	68	1.5%	(3)	(4.2%)
Construction	148	3.0%	279	6.3%	131	88.5%
Manufacturing	108	2.2%	81	1.8%	(27)	(25.0%)
Wholesale Trade	14	0.3%	33	0.7%	19	135.7%
Retail Trade	277	5.5%	381	8.5%	104	37.5%
Transportation and Warehousing	74	1.5%	75	1.7%	1	1.4%
Information	19	0.4%	5	0.1%	(14)	(73.7%)
Finance and Insurance	28	0.6%	20	0.4%	(8)	(28.6%)
Real Estate and Rental and Leasing	44	0.9%	44	1.0%	0	0.0%
Professional, Scientific, and Technical Services	87	1.7%	128	2.9%	41	47.1%
Management of Companies and Enterprises	78	1.6%	9	0.2%	(69)	(88.5%)
Administration & Support, Waste Management and Remediation	132	2.6%	53	1.2%	(79)	(59.8%)
Educational Services	392	7.8%	431	9.7%	39	9.9%
Health Care and Social Assistance	373	7.5%	631	14.2%	258	69.2%
Arts, Entertainment, and Recreation	753	15.1%	448	10.0%	(305)	(40.5%)
Accommodation and Food Services	1,618	32.4%	902	20.2%	(716)	(44.3%)
Other Services (excluding Public Administration)	164	3.3%	165	3.7%	1	0.6%
Public Administration	589	11.8%	668	15.0%	79	13.4%
Total Jobs	**4,994**	**100.0%**	**4,458**	**100.0%**	**(536)**	**(10.7%)**

Source: United States Census Bureau OnTheMap; EPS.

[1] Employment totals based on workers employed in Mariposa County.

Table A-16
Mariposa County
Mariposa Creek Parkway
Jobs Housing Balance (2010 - 2019)

Item	Mariposa County			State of California		
	Jobs	Housing Units	Jobs: Housing Ratio	Jobs	Housing Units	Jobs: Housing Ratio
Year						
2010	4,994	10,188	0.49	14,462,669	13,670,304	1.06
2019	4,458	10,489	0.43	17,368,898	14,235,201	1.22

Source: California Department of Finance Table E-5; OnTheMap 2019 ;EPS.

Table A-17
Mariposa County
Mariposa Creek Parkway
Commuting Patterns (2019)

Item	Mariposa County	
	Count	% of Total
Mean Commute Time (minutes)	31.0	
Resident Workers		
Residents both Living and Employed in the Study Area	2,489	28.0%
Residents Living in the Study Area but Employed Outside (Outflow)	6,389	72.0%
Subtotal Resident Workers	**8,878**	**100.0%**
Employment		
Residents both Living and Employed in the Study Area	2,489	55.8%
Workers Employed in the Study Area but Living Outside	1,969	44.2%
Total Employment in Area (Inflow)	**4,458**	**100.0%**
Inflow/Outflow Ratio [1]	69.8%	

Source: U.S. Census OnTheMap 2019; U.S. Census ACS 5-Year Estimates Table S0801 2019; EPS.

[1] The inflow/outflow ratio is the percentage of residents living in the specified area that travel outside of that area for work compared to the total employment for that specified area.

Table A-18
Mariposa County
Mariposa Creek Parkway
Business Patterns by Industry: Mariposa County (2010-2020)

Item	2010 Est.	2010 Employees	2010 Total Annual Payroll	2010 Average Annual Wage per Employee	2020 Est.	2020 Employees	2020 Total Annual Payroll	2020 Average Annual Wage per Employee	2010-2020 Change Est.	2010-2020 Change Employees	2010-2020 Change Total Annual Payroll	2010-2020 Change Average Annual Wage per Employee
INDUSTRY												
Lower Annual Wage per Employee												
Accommodation and Food Services	41	2,098	$48,458,883	$23,098	55	1,360	$32,896,403	$24,189	14	(738)	($15,562,480)	$1,091
Natural Resources and Mining	11	27	$452,340	$16,753	13	43	$1,115,620	$25,945	2	16	$663,280	$9,191
Subtotal/Average Lower Wage Industries	**52**	**2,125**	**$48,911,223**	**$23,017**	**68**	**1,403**	**$34,012,023**	**$24,242**	**16**	**(722)**	**($14,899,200)**	**$1,225**
Higher Annual Wage per Employee												
Retail Trade	42	269	$6,688,498	$24,864	35	348	$11,587,490	$33,297	(7)	79	$4,898,992	$8,433
Real Estate and Rental and Leasing	11	30	$644,570	$21,486	14	60	$2,295,032	$38,251	3	30	$1,650,462	$16,765
Other Services (excluding Public Administration)	166	145	$2,455,232	$16,933	28	134	$5,473,466	$40,847	(138)	(11)	$3,018,234	$23,914
Educational and Health Services	49	778	$26,517,355	$34,084	240	987	$42,111,810	$42,666	191	209	$15,594,455	$8,582
Transportation and Warehousing	18	94	$3,308,751	$35,199	13	44	$1,908,532	$43,376	(5)	(50)	($1,400,219)	$8,176
Finance and Insurance	7	31	$979,812	$31,607	3	15	$727,898	$48,527	(4)	(16)	($251,914)	$16,920
Professional, Scientific, and Technical Services	34	165	$5,374,288	$32,571	26	135	$6,732,487	$49,870	(8)	(30)	$1,358,199	$17,299
Information	5	12	$776,019	$64,668	3	9	$464,059	$51,562	(2)	(3)	($311,960)	($13,106)
Manufacturing	18	124	$4,040,164	$32,582	13	81	$4,268,860	$52,702	(5)	(43)	$228,696	$20,120
Construction	51	108	$3,719,871	$34,443	57	188	$11,052,799	$58,791	6	80	$7,332,928	$24,348
Public Administration	20	478	$19,077,178	$39,910	22	824	$52,212,028	$63,364	2	346	$33,134,850	$23,454
Arts, Entertainment, and Recreation	9	806	$37,486,181	$46,509	9	585	$37,280,959	$63,728	0	(221)	($205,222)	$17,219
Subtotal/Average Higher Wage Industries	**430**	**3,040**	**$111,067,919**	**$36,535**	**463**	**3,410**	**$176,115,420**	**$51,647**	**33**	**370**	**$65,047,501**	**$15,111**
TOTAL/AVERAGE ALL INDUSTRIES	**482**	**5,165**	**$159,979,142**	**$30,974**	**531**	**4,813**	**$210,127,443**	**$43,658**	**49**	**(352)**	**$50,148,301**	**$12,685**

Source: State of California Employment Development Department Labor Market Information; EPS.

Table B-1
Mariposa County
Mariposa Creek Parkway
Units in Structure (2010 and 2022)

	Mariposa County						State of California					
	2010		2022		Change		2010		2022		Change	
Item	Units	% of Total	Units	% of Total	Total	%	Units	% of Total	Units	% of Total	Total	%
Units in Structure [1]												
Single Detached Units	6,943	68.1%	6,558	66.6%	(385)	(5.5%)	7,959,078	58.2%	8,341,577	57.2%	382,499	4.8%
Single Attached Units	102	1.0%	240	2.4%	138	135.3%	966,440	7.1%	1,010,851	6.9%	44,411	4.6%
2-4 Units	515	5.1%	491	5.0%	(24)	(4.7%)	1,110,620	8.1%	1,168,669	8.0%	58,049	5.2%
5+ Units	309	3.0%	286	2.9%	(23)	(7.4%)	3,076,519	22.5%	3,500,674	24.0%	424,155	13.8%
Mobile Homes	2,319	22.8%	2,266	23.0%	(53)	(2.3%)	557,647	4.1%	562,223	3.9%	4,576	0.8%
Total Housing Units	**10,188**	**100.0%**	**9,841**	**100.0%**	**(347)**	**(3.4%)**	**13,670,304**	**100.0%**	**14,583,994**	**100.0%**	**913,690**	**6.7%**
Average Annual Units					**(29)**						**452**	
Short-Term Rentals	**243**	**2.4%**	**720**	**7.3%**	**477**	**196.3%**						

Source: California Department of Finance Table E-5; EPS.

[1] Per DOF, the 2010 and 2022 figures differ significantly because they are derived from different benchmarks. The 2010-2020 file is based on the 2010 Census benchmark and has not been resolved for errors. The 2020-2022 file is based on the 2020 Census benchmark. DOF cannot close the 2010-2020 decade series and resolve any errors until the Census Bureau releases their Detailed Demographic and Housing Characteristics file, estimated in mid-2023.

Table B-2
Mariposa County
Mariposa Creek Parkway
Units by Age of Structure (2020)

Item	Total Housing Units	1939 or earlier	1940 - 1949	1950 - 1959	1960 - 1969	1970 - 1979	1980 - 1989	1990 - 1999	2000 - 2009	2010 - 2013	2014 or later
Mariposa County											
2020	10,525	589	382	569	1,151	1,762	2,225	2,127	1,482	195	43
% of Total	100.0%	5.6%	3.6%	5.4%	10.9%	16.7%	21.1%	20.2%	14.1%	1.9%	0.4%
State of California											
2020	14,210,945	1,283,932	822,421	1,889,798	1,881,533	2,486,977	2,139,882	1,561,612	1,551,054	254,491	339,245
% of Total	100.0%	9.0%	5.8%	13.3%	13.2%	17.5%	15.1%	11.0%	10.9%	1.8%	2.4%

Source: 2019 American Community Survey 5-Year Estimates Table DP04; EPS.

Table B-3
Mariposa County
Mariposa Creek Parkway
Units Permitted by Year (2000 - 2020)

Item	Mariposa County				
	1-Unit	2-Unit	3- and 4-Unit	5-Unit +	Total
Year					
2000	87	-	-	-	87
2001	95	-	-	-	95
2002	191	-	-	-	191
2003	151	-	-	-	151
2004	178	-	-	-	178
2005	217	-	-	-	217
2006	139	-	-	-	139
2007	100	2	-	-	102
2008	54	-	-	-	54
2009	26	-	-	-	26
2010	41	4	-	-	45
2011	24	4	-	-	28
2012	28	-	-	-	28
2013	24	-	-	-	24
2014	24	-	-	-	24
2015	26	-	-	-	26
2016	32	2	-	-	34
2017	45	-	-	-	45
2018	34	2	-	-	36
2019	33	2	-	-	35
2020	37	2	-	-	39
Total 2000 - 2020	**1,586**	**18**	**-**	**-**	**1,604**
Average Per Year (2000-2020)	*79*	*1*	-	-	*80*
Total 2010-2020	**348**	**16**	**-**	**-**	**364**
Average Per Year (2010-2020)	*35*	*2*	-	-	*36*

Source: United States Department of Housing and Urban Development State of the Cities Database; EPS.

Table B-4
Mariposa Creek Parkway
212135 Mariposa Creek Parkway 10-03-22.xlsx
Survey of Subsidized Affordable Housing: Mariposa County

Item	Address	Year Built	Units	% Afford	Income Level: Extremely Low ≤15% AMI	Income Level: Very Low >30% to ≤50% AMI	Income Level: Low >50% to ≤80% AMI	Income Level: Median >80% to ≤100% AMI
Project Name								
The Creekside Terrace	5118 Fournier Rd	2022	42	100%	X	X	X	
Mariposa Apartments	5057 Saint Andrews Rd	1994	34	100%		X		
Mariposa Terrace Apartments	5020 Coakley Cir	1989	32	100%		X		
Mariposa Terrace II (Senior)	5072 Saint Andrews Rd	1989	36	100%		X		
Mariposa Oaks Apartments	5071 Circle Dr	1980	24	100%		X		
Total			**168**					

Source: Mariposa County Final Draft Housing Element 2019-2024, July 2019 version; EPS.

Table B-5
Mariposa County
Mariposa Creek Parkway
Total Vacancy Rate (2010 - 2021)

Item	Total Residential Vacancy Rate	
	Mariposa County	State of California
Year		
2010	24.5%	8.1%
2011	24.5%	8.0%
2012	24.3%	8.0%
2013	24.5%	7.9%
2014	24.4%	7.8%
2015	24.3%	7.8%
2016	24.0%	7.7%
2017	23.8%	7.7%
2018	23.5%	7.6%
2019	23.4%	7.6%
2020	23.3%	7.6%
2021	23.8%	5.8%
2022	23.8%	5.8%

Source: California Department of Finance E-5; EPS.

Table B-6
Mariposa County
Mariposa Creek Parkway
Vacant Homes (2020)

Vacant Homes

Item	Mariposa County Vacant Homes					
	2010		2020		2010-2020	
	Units	% of Total	Units	% of Total	Total	% Change
Vacant Units						
For Rent	110	4.7%	349	13.0%	239	217.3%
Unoccupied Rentals	0	0.0%	16	0.6%	16	100.0%
For Sale	227	9.7%	261	9.7%	34	15.0%
Unoccupied Sold Units	0	0.0%	180	6.7%	180	100.0%
Seasonal, Recreational, or Occasional Use	1,526	64.9%	1,320	49.3%	(206)	(13.5%)
For Migrant Workers	0	0.0%	0	0.0%	0	0.0%
Other	489	20.8%	553	20.6%	64	13.1%
Total Vacant	**2,352**	**100.0%**	**2,679**	**100.0%**	**327**	**13.9%**
2nd Units as % of Total Vacant	65%		49%			
Vacant Units						
Vacant - Current Residence Elsewhere	107	4.5%	169	6.3%	62	57.9%
Vacant - All Other	2,245	95.5%	2,510	93.7%	265	11.8%
Total Vacant	**2,352**	**100.0%**	**2,679**	**100.0%**	**327**	**13.9%**

Source: American Community Survey 5-Year Estimates Tables B25004 and B25005; EPS.
H005

Table B-7
Mariposa County
Mariposa Creek Parkway
National Park Services Housing (2012)

Item	2012 Housing Units for NPS Employees					
	El Portal	Mather	Tuolumne Meadows	Wawona	Yosemite Valley	Total
Yosemite National Park Housing						
Apartment	58	4	0	0	8	70
Cabin	22	29	2	4	4	61
Dormitory	4	2	0	0	4	10
House	43	8	0	53	55	159
Mobile Home	0	6	0	0	0	6
Multiplex	0	9	0	4	0	13
Trailer Pad	33	6	0	0	0	39
Total	**160**	**64**	**2**	**61**	**71**	**358**

Source: Employee Housing and the MRP provided by the County of Mariposa; EPS.

Table B-8
Mariposa County
Mariposa Creek Parkway
Home Values by City/CDP in Mariposa County (2022)

Rank	City/CDP	Zillow Home Value Index [1]
1	Catheys Valley	$494,404
2	Fish Camp	$471,933
3	La Grange	$406,487
4	**Mariposa**	**$396,190**
5	Midpines	$372,055
6	Coulterville	$335,060

Source: Zillow; EPS.

[1] As of April 2022. The Zillow Home Value Index represents the typical value of a home or condominium, defined as the home with a value between the 33rd to 67th percentile.

Table B-9
Housing Needs Assessment and Strategy
City of Vacaville
Home Value Changes by County (2012 - 2022)

Rank [2]	County	Zillow Home Value Index [1]		
		April 2012	April 2022	Percentage Change (April 2012-April 2022)
1	Merced	$119,130	$420,287	253%
2	Stanislaus	$142,247	$468,594	229%
3	Madera	$151,469	$410,765	171%
4	Calaveras	$222,682	$483,383	117%
5	**Mariposa**	**$196,925**	**$391,548**	**99%**
6	Mono	$321,240	$627,267	95%
7	Alpine	$303,694	$523,128	72%
Average		$208,198	$474,996	128%

Source: Zillow, EPS.

[1] The Zillow Home Value Index represents the typical value of a home or condominium, defined as a home with a value between the 33rd to 67th percentile.
[2] Rank based on percent change in home value from 2012 - 2022.

Table B-10
Mariposa County
Mariposa Creek Parkway
For-Sale Housing Market Summary (2013 - 2021)

	Mariposa County							
Item	**Homes Sold [1]**	**% Change from Previous Year**	**Average of the Monthly Median Sale Price**	**% Change from Previous Year**	**Average of the Monthly Median Price per Square Foot**	**Average Monthly Inventory**	**Average Days on Market**	**Average Months of Supply**
Year								
2013	108	-	$198,563	-	$117	56	69	9.1
2014	113	4.6%	$245,438	23.6%	$156	81	104	9.8
2015	142	25.7%	$259,146	5.6%	$143	85	113	8.3
2016	161	13.4%	$274,542	5.9%	$159	73	128	6.9
2017	126	(21.7%)	$289,296	5.4%	$168	59	103	6.0
2018	134	6.3%	$321,333	11.1%	$177	77	104	7.5
2019	146	9.0%	$313,667	(2.4%)	$191	88	99	8.0
2020	183	25.3%	$364,796	16.3%	$190	73	118	5.6
2021	261	42.6%	$410,393	12.5%	$228	71	57	3.4
2022 [2]	86	-	$421,313	2.7%	$249	73	62	3.6
Average/Total Change	**146**	**(20.4%)**	**$309,849**	**112.2%**	**$178**	**74**	**96**	**6.8**

Source: Redfin; EPS.

[1] Data reflects both new construction and resale homes.
[2] Year-to-date for 2022 is through April 2022.

Table B-11
Mariposa County
Mariposa Creek Parkway
Contract Rent (2010 and 2020)

Item	Mariposa County 2010 Amount	2010 %	2020 Amount	2020 %	2010-2020 % Change
Contract Rent					
Less than $500	794	39.3%	361	17.5%	(54.5%)
$500 to $749	798	39.5%	497	24.1%	(37.7%)
$750 to $999	292	14.5%	479	23.2%	64.0%
$1,000 to $1,249	15	0.7%	283	13.7%	1,786.7%
$1,250 to $1,499	48	2.4%	67	3.2%	39.6%
$1,500 to $1,999	72	3.6%	198	9.6%	175.0%
$2,000 to $2,499 [1]	0	0.0%	87	4.2%	0.0%
$2,500 to $2,999	0	0.0%	0	0.0%	0.0%
$3,000 or more	0	0.0%	92	4.5%	0.0%
Total	**2,019**	**100.0%**	**2,064**	**100.0%**	**2.2%**

Source: American Community Survey 5-Year Estimates Table B25056; EPS.

[1] The top rent category from the 2010 5-Year ACS was $2,000 or more. Data in this row for 2010 reflect that value, not the $2,000 to $2,499 value.

Table B-12
Mariposa County
Mariposa Creek Parkway
Multifamily Comparable Properties

Item	Type	Mariposa County Multifamily Rentals			
		Total No. of Units	Avg. Unit Sq. Ft.	Average Mo. Rent	Rent per Sq. Ft.
Market Rate					
4189 Ramsden Rd	Home	1	1,400	$2,450	$1.75
5068 Madison Ave	Home	1	1,274	$1,650	$1.30
Undisclosed address	Home	1	1,800	$2,000	$1.11
5621 Ponderosa Ct	Home	1	2,390	$3,500	$1.46
4998 7th St	Apartment	2	2,400	$2,400	$1.00
Total/Weighted Average		**6**	**1,853**	**$2,400**	**$1.27**

Source: CoStar; RedFin; Zillow; EPS.

Table B-13
Mariposa County
Mariposa Creek Parkway
Estimated Housing Unit Value Based on Income and Housing Costs in Mariposa County (2022 in 2022$)

Item	Annual Income [1]		Estimated Maximum Housing Costs: Annual	Estimated Maximum Housing Costs: Monthly (Rent) [2]	Monthly Mortgage Cost	Loan Amount	Estimated Unit Value
Assumptions							
Maximum Monthly Housing Cost as % of Income [3]	30.00%	*A*					
Mortgage Term (In Years) [4]	30	*B*					
Mortgage Interest Rate [5]	4.99%	*C*					
Down Payment as a % of Unit Value [6]	12.00%	*D*					
Formula	*E*		*F = A * E*	*G = F / 12*	*H*	*I (see above assumptions B & C)*	*J = I / (1 - D)*
Income Level							
Very Low Income	$31,200		$9,360	$780	$492	$91,711	$104,217
Low Income	$49,850		$14,955	$1,246	$786	$146,439	$166,408
Median Income	$64,250		$19,275	$1,606	$1,013	$188,734	$214,470
Moderate Income	$77,100		$23,130	$1,928	$1,216	$226,574	$257,470
Income needed to afford County's Median House Price	$129,683		$38,905	$3,242	$1,989	$370,757	$421,315
Income needed to afford County's Average Rent	$96,000		$28,800	$2,400	-	-	-

Source: Freddie Mac; State of California Department of Housing and Community Development; National Association of Realtors 2021 Home Buyers and Sellers Generational Trends Report; EPS.

[1] EPS assumes a household size of 2, rounding the average persons per household for Mariposa County. Refer to Table D-2 for income limits.
[2] Refer to Table D-1 for detailed monthly costs calculation.
[3] The HCD standard for affordable housing costs is a maximum of 30% of annual household income being applied to housing costs.
[4] Based on a 30-year fixed-rate conventional mortgage.
[5] Interest rate are based on the average for 30-year fixed-rates from 2000 to 2021 per Freddie Mac.
[6] The median down payment percentage in 2021 for buyers of all ages according to the National Association of Realtors.

Table C-1
Mariposa County
Mariposa Creek Parkway
Commercial Real Estate Trends: Retail - Mariposa County

Item [1]	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022 YTD	Difference (2012-2022)	Average Annual % Change (2012-2022)
Retail Trends													
Inventory (Sq. Ft.)	145,608	145,608	145,608	145,608	145,608	145,608	145,608	145,608	145,608	145,608	145,608	0	0.0%
Inventory (Buildings)	30	30	30	30	30	30	30	30	30	30	30	0	0.0%
Vacancy Rate (Percent)	1.6%	-	0.5%	0.5%	-	-	-	-	3.6%	-	1.1%	(0.5%)	(3.7%)
Vacant Space (Sq. Ft.)	2,300	-	706	706	-	-	-	-	5,278	-	1,587	(713)	(3.6%)
Net Absorption [2]	(2,300)	2,300	-	-	-	-	-	-	-	-	-	-	-
Lease Rate NNN/Sq. Ft./Year [3]	-	-	-	-	-	-	-	-	-	-	-	-	-

Source: CoStar data retrieved May 2022; EPS.

[1] Unless otherwise noted, data reflects Q4 of each year.
[2] Net absorption is for the entire calendar year.
[3] No lease rate data provided.

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Table C-2
Mariposa County
Mariposa Creek Parkway
Commercial Real Estate Trends: Office - Mariposa County

Office Trends

Item [1]	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022 YTD	Difference (2012-2022)	Average Annual % Change (2012-2022)
Office Trends													
Inventory (Sq. Ft.)	26,967	26,967	26,967	26,967	26,967	26,967	26,967	26,967	26,967	26,967	26,967	0	0.0%
Inventory (Buildings)	7	7	7	7	7	7	7	7	7	7	7	0	0.0%
Vacancy Rate (Percent)	-	-	-	4.8%	14.0%	-	-	-	-	-	34.1%	0.0%	0.0%
Vacant Space (Sq. Ft.)	-	-	-	1,300	3,775	-	-	-	-	-	9,200	0.0%	0.0%
Net Absorption [2]	-	-	-	(1,300)	(1,175)	2,475	-	-	-	-	-	-	-
Base Lease Rate/Sq. Ft./Year	-	-	-	$8.40	$8.40	-	-	-	-	-	-	-	-

Source: CoStar data retrieved May 2022; EPS.

[1] Unless otherwise noted, data reflects Q4 of each year.
[2] Net absorption is for the entire calendar year.

Table C-3
Mariposa County
Mariposa Creek Parkway
Land Sale Trends: Mariposa County

Item	City/CDP	Land Sales			
		Sale Date	Acreage	Sale Price	Sales per Acre
Address					
2889 Oak Grove Rd	Mariposa	3/7/2022	480	$1,800,000	$3,750
6074 CA-140	Mariposa	11/24/2021	1,081	$5,725,000	$5,298
3385 Oak Creek Ranch Rd	Catheys Valley	2/4/2021	19	$190,000	$9,774
140 Hwy	Mariposa	8/27/2020	165	$600,000	$3,636
Macready Way	Mariposa	2/19/2020	1,834	$1,550,000	$845
Agua Fria Rd	Mariposa	3/15/2019	103	$132,500	$1,291
Mariposa Airport Land	Mariposa	6/22/2018	33	$240,000	$7,330
Mosher Rd	Mariposa	2/2/2018	98	$155,000	$1,583
4164 Guadalupe Fire Rd	Catheys Valley	1/12/2018	728	$5,000,000	$6,870
Buckeye Rd	Mariposa	8/1/2016	27	$190,000	$7,037
Total/Weighted Average			**4,567**	**$2,994,722**	**$3,412**

Source: CoStar; EPS.

Table D-1
Mariposa County
Mariposa Creek Parkway
Estimated Monthly Housing Costs By Category in Mariposa County (2022 in 2022$)

Item	Assumptions	Estimated Monthly Cost			
		Mortgage Payment	Mortgage Insurance	Taxes and Insurance	Total
Annual Property Taxes and Homeowners Insurance	2.00%				
Mortgage Insurance as a % of Loan Amt. [1]	1.50%				
Income Level	*Annual Income [2]*				
Very Low Income	$31,200	$492	$115	$174	**$780**
Low Income	$49,850	$786	$183	$277	**$1,246**
Median Income	$64,250	$1,013	$236	$357	**$1,606**
Moderate Income	$77,100	$1,216	$283	$429	**$1,928**

Source: Realtor.com; Zillow; bankrate.com; wellsfargo.com; chase.com; nerwallet.com; EPS.

[1] Mortgage insurance rate is based on an average of the estimated range of 0.55% - 2.25%. Rates are based on credit and down payment amounts.
[2] Refer to Table 2 for income limits.

Table D-2
Mariposa County
Mariposa Creek Parkway
Mariposa County Income Limits (2022 in 2022$)

Item	% of AMI	Mariposa County Income Limits Based on HH Size [1]: 2	3	4
Income Level				
Acutely Low	≤15% AMI	$9,650	$10,850	$12,050
Extremely Low	>15% to ≤30% AMI	$18,700	$23,030	$27,750
Very Low Income	>30% to ≤50% AMI	$31,200	$35,100	$38,950
Low Income	>50% to ≤80% AMI	$49,850	$56,100	$62,300
Median Income	>80% to ≤100% AMI	$64,250	$72,250	**$80,300**
Moderate Income	>100% AMI to ≤120% AMI	$77,100	$86,700	$96,350

limits

Source: State of California Department of Housing and Community Development, "State Income Limits for 2022"; EPS.

[1] The average persons per household for the Mariposa County is 2.21 per ACS for 2020.

APPENDIX D

MARIPOSA CREEK PARKWAY PHASE IV SPECIAL PLAN

EXISTING CONDITIONS: REGULATORY AND ZONING CONTEXT

SERA

NOVEMBER 2022

INTRODUCTION

The Town of Mariposa is the county seat of Mariposa County, which is known as the “Mother of Counties” and the Gateway to Yosemite. While Mariposa County’s population has declined since 2010 from about 18,251 people to about 17,045 people in 2022, the area remains a thriving and vibrant Sierra foothill community, as well as an attractive destination for visitors seeking access to the County’s significant public land resources—including Yosemite National Park. Both Mariposa County and the Town of Mariposa have stated goals that future planning efforts should consider quality of life for residents as well as opportunities for enhanced visitor experiences. One way the County seeks to do this is through implementation of the 2019 Mariposa Creek Parkway Master Plan.

The Parkway will provide improved access to recreation within the Town of Mariposa, especially for residents, and will catalyze authentic, locally resonant development that makes Mariposa more livable and attractive. Phase IV of the Parkway is located at the northern access point along Mariposa Creek. The Phase IV segment (Figure 1) runs from the Creekside Terrace community (to the southeast) to the Mariposa County Jail (at the northwest terminus).

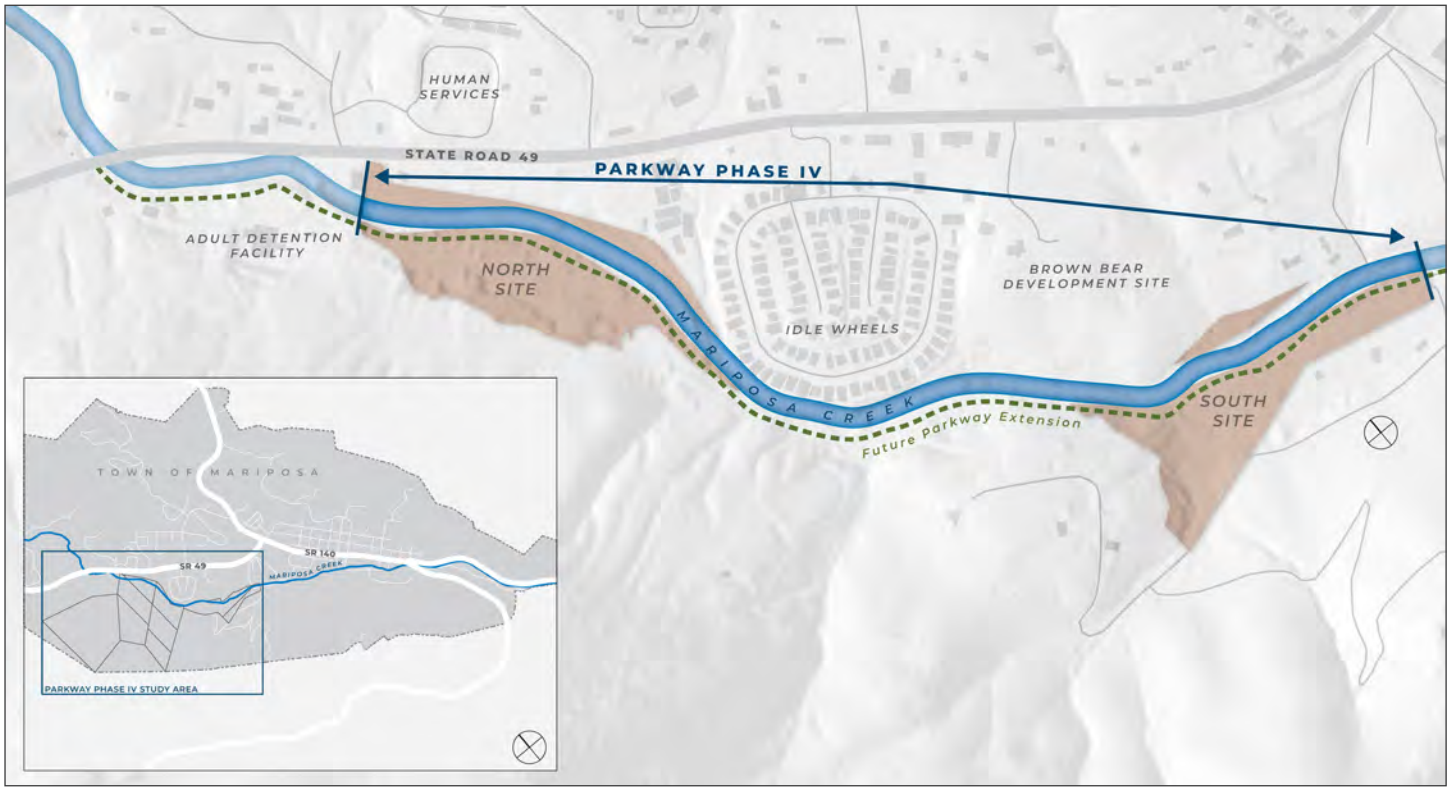


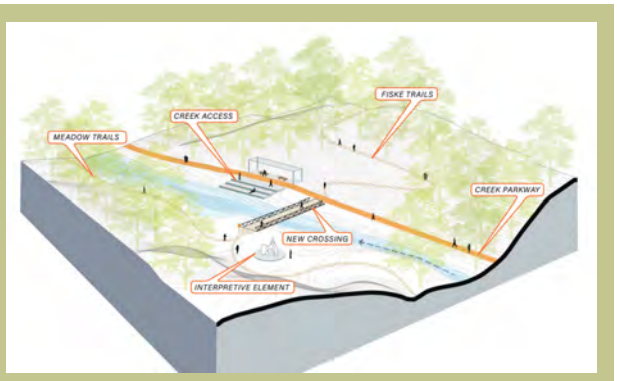
Figure 1. Mariposa Creek Parkway Phase IV Segment

Previous Planning for the Mariposa Creek Parkway

In 2019, Mariposa County completed the **Mariposa Creek Parkway Master Plan (MCPMP)**. While the plan goes into greatest detail on the Phase III segment, it defines key design and programming elements that will continue through the Phase IV study area, and serves as a guiding document for both retrofitting existing phases of the Parkway and implementing new ones. Relying on extensive engagement and collaboration with stakeholders from throughout the community, the MCPMP articulates a vision for the Mariposa Creek Parkway as "more than a trail, [but] a public space that must accommodate a range of programs and amenities" that align with three locally endorsed themes: health and wellness; community and creativity; and education and environment.

Health and Wellness

"Health and wellness have different meanings for different members of the community. For kids, this could mean having the ability to ride bikes or walk to school along the Creek ... The Parkway and its secondary trails are imagined as providing easily accessed areas for adventures, and a chance to get outdoors and feel safe." (MCPMP, p. 48)



Community + Creativity

"By providing a place for people to go, to gather, or to seek solace and escape, the Parkway will be a sought after destination for community members looking to form stronger bonds with their fellow citizens and their environment." (MCPMP, p. 51)

Education + Environment

"The plan includes spaces that can be used as outdoor classrooms, along with places to get down to the water to study the biological conditions of various creek species and their role in the ecosystem." (MCPMP, p. 52)

Source: Mariposa Creek Parkway Master Plan (2019)

Introduction

The **Mariposa Creek Parkway Master Plan** describes the community's vision for Mariposa and the role of the Parkway in implementing that vision:

> *"In numerous committee meetings and community conversations, the people of Mariposa expressed their desire to be unleashed from the existing historic image and branding as a town entirely reliant on the gold rush period as its time in the sun. Today's citizens want everyone to know that there's more to this town than mining and butterflies. With this in mind, the Parkway plan explores new design decisions outside of these narratives that are more relevant to Mariposa residents. Through creative placemaking the Parkway will become a successful armature for telling new stories and weaving new narratives, which will be loved by locals and, in turn, by tourists as well." (p. 42)*

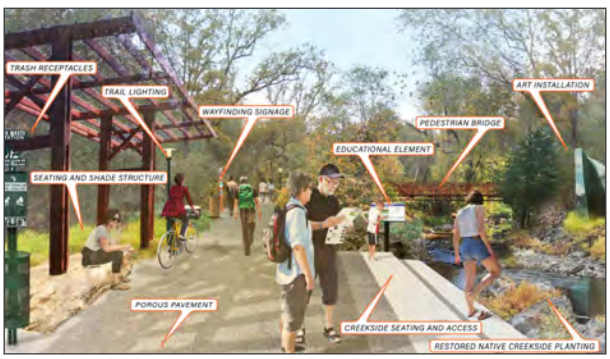
The Master Plan provides an opportunity to extend this vision of the Parkway to the Phase IV segment, "...to provide a new center of gravity for Mariposa, from a social, recreational, transportation, and economic point of view." The Plan provides specific recommendations for a local paradigm shift, where the community no longer "turns its back to the Creek," but embraces this iconic natural feature as the backbone of a vibrant, rural place.

The Master Plan presents an approach for implementation of this vision for the Parkway through materiality; environmental conservation and riparian restoration; and public art and storytelling. Materiality is defined in the Design Language chapter, including elements that reflect a "Contemporary Sierra" style. These elements include various design elements along the parkway including benches, lighting, paving, and wayfinding features.

Additionally, the Design Language chapter includes a suggested approach for native plantings and technical design components to assist with the development process.

The Implementation chapter of the Master Plan provides a framework for operations and management of the newly developed parkway, with a focus on environmental conservation and riparian restoration. This approach addresses needs for natural areas management; invasive species removal; climate change and canopy; hazard mitigation and resiliency; and stewardship.

Finally, public art and storytelling are central to the implementation of the Master Plan, and strategies for these topics are addressed in the Creative Placemaking Strategy. The strategies relevant to the Parkway are discussed in the next section.



REGULATORY + PLANNING CONTEXT

In addition to the planning work completed with the Mariposa Creek Parkway Master Plan, other planning efforts in the Town of Mariposa and Mariposa County help to set the regulatory context for future development of the Phase IV segment. This section provides a brief summary of the existing plans and identified the relevant policies to future development in Phase IV.

The **Mariposa County General Plan** was updated in 2006, with more recent periodic updates to specific elements (e.g., Housing Element in 2019). The guiding principles of the General Plan (Chapter 2) align with the planning processes thus far for the Parkway, emphasizing flexibility, community driven processes, and mindful growth. Goals and policies in Chapter 4 (Land Use) recognize tourism as a key component of the County's economy, as well as the importance of natural resources, collaborative planning, and scenic character of the area. Chapter 6 further elaborates on the County's tourism economy goals to develop a Countywide brand that emphasizes the "visitor-serving economy." Chapter 7 sets goals for art in public areas, which will be important to future development of public spaces along the Parkway. Finally, Chapter 12 defines goals and policies for parks and recreation facilities, the maintenance of these facilities, and priorities for continuing to fund parks.

Mariposa County General Plan: Issues of Importance

- *Agricultural, Forest, Water, and Mineral Resources*
- *County Character*
- *County Heritage*
- *Economic Environment*
- *Growth and Development*
- *Housing*
- *Natural Environment*
- *Public and Community Services*
- *Recreational Opportunities*
- *Public Lands*
- *Social Environment*

Regulatory + Planning Context

As required by state law, Mariposa County updated the **Housing Element** (Chapter 8 of the General Plan) for the 2019 to 2024 period. The Housing Element provides updated information about various factors that affect housing in the County and the Town Planning Areas including demographics, affordability, constraints, inventory of land, and existing housing resources. The Housing Element identifies potential sites (with estimated units) that could accommodate future housing to meet the needs of new households in the County.

Specific to the Town of Mariposa, the Housing Element estimates that 205 parcels can accommodate 9,612 units within the Scenic Resource, Single Family Residential, and Multifamily Residential zones (Figure 2). The Housing Element presents potential programs to address future housing needs. These potential programs include consideration for housing needs of specific groups including seniors and very-low to moderate income households.

The policies and programs in the Housing Element promote higher density housing in the Town of Mariposa because of the Town's existing zoning that allows for higher density housing types and access to infrastructure. As infrastructure is expanded to additional parcels, certain parcels could become appropriate for denser land use zoning.

Program 2.2(d) of the Housing Element outlines a potential partnership between the County and the National Park Service to identify areas for workforce housing, including potential in the Town of Mariposa. The 2021 Integrated Mobility and Housing Strategy, which followed the development of the Housing Element, provides detailed strategies to achieve this goal.

Zoning District	Coulterville		Fish Camp		Mariposa		Wawona	
	Parcels	Units	Parcels	Units	Parcels	Units	Parcels	Units
Scenic Resource	-	-	-	-	37	113	-	-
Single Family Residential	5	173	32	33	149	8,488	-	-
Medium Density Residential	50	119	-	-	-	-	-	-
Multifamily Residential	2	16	1	3	18	1,011	-	-
Mountain Residential 1-2	-	-	-	-	-	-	70	76
Total	57	308	33	36	205	9,612	70	76

Figure 2. Land Suitable for Residential Development Housing Unit Development Potential

Source: Mariposa County Housing Element 2019–2024

Regulatory + Planning Context

The **Mariposa Town Planning Area Specific Plan** (1992, amended through 2019) builds from the County General Plan and sets further goals, policies, and development standards for the Town of Mariposa. The community goals underscore the General Plan's focus on access to recreation, a strong tourism-based economy, and a sense of place connected to natural resources and historic structures. The Specific Plan also addresses the typical community development and planning needs of a jurisdiction, including growth management, land uses, and public services. It also outlines objectives and policies for community design, driven by the following goals:

"Promotion of the tourist economy"

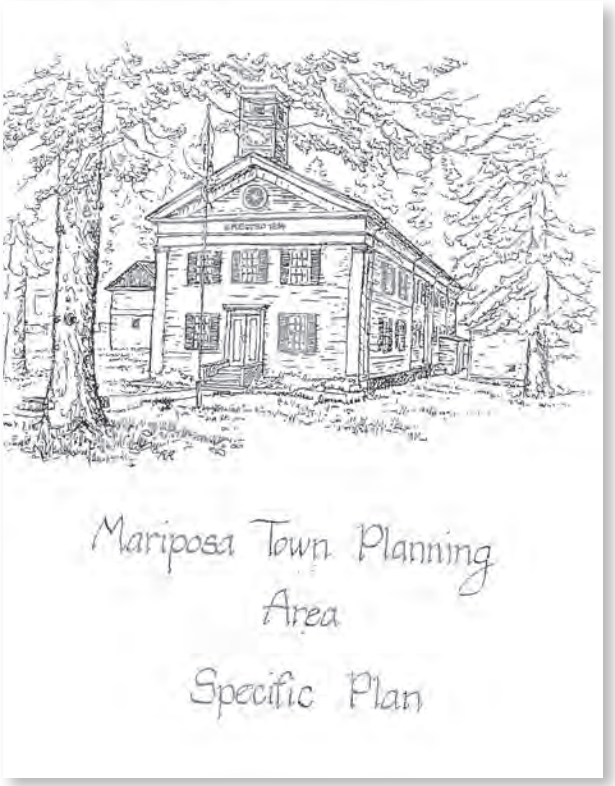
"Protection of historical structures"

"Retention of the small town flavor and village characteristics"

These goals are applied to design review standards which "affect all multi-family, commercial and industrial development within the community." (These standards are subject to an administrative process in most cases.)

The Mariposa Creek Parkway Master Plan summarizes the sections of the Specific Plan that focus on the parkway:

"The Parkway is thoroughly detailed in the Public Improvement chapter of the Area Specific Plan as a 'linear park roughly following the course of Mariposa Creek... provid(ing) a pedestrian trail and bicyclists corridor... (tying) together a number of tourist facilities and destinations...(and) serv(ing) to protect and enhance the ecological values of the Mariposa Creek channel.' The ASP is the governing document for the Town of Mariposa, and was subject to a program Environmental Impact Report."



Regulatory + Planning Context

The **Mariposa County Recreation and Resiliency Plan** (2021) provides a strategy for meeting the county's priorities for parks, recreation, trails, and open space, while explicitly aligning these investments with climate change adaptation, mitigation, and community resiliency needs. Based on significant input from community stakeholders, the plan recommends a suite of projects across Mariposa County that contribute a healthier, more livable county, while also reducing the risk of and impacts from disasters like drought, flooding, and catastrophic wildfire.

Recommendations are organized into four categories—Park Lands and Open Space, Trails and Connectivity, Recreation and Activities, and Natural Systems. Additionally, to effectively distribute recommended projects, the plan divides the county into four geographic zones, including the Central County Zone where the Mariposa Creek Parkway is located.

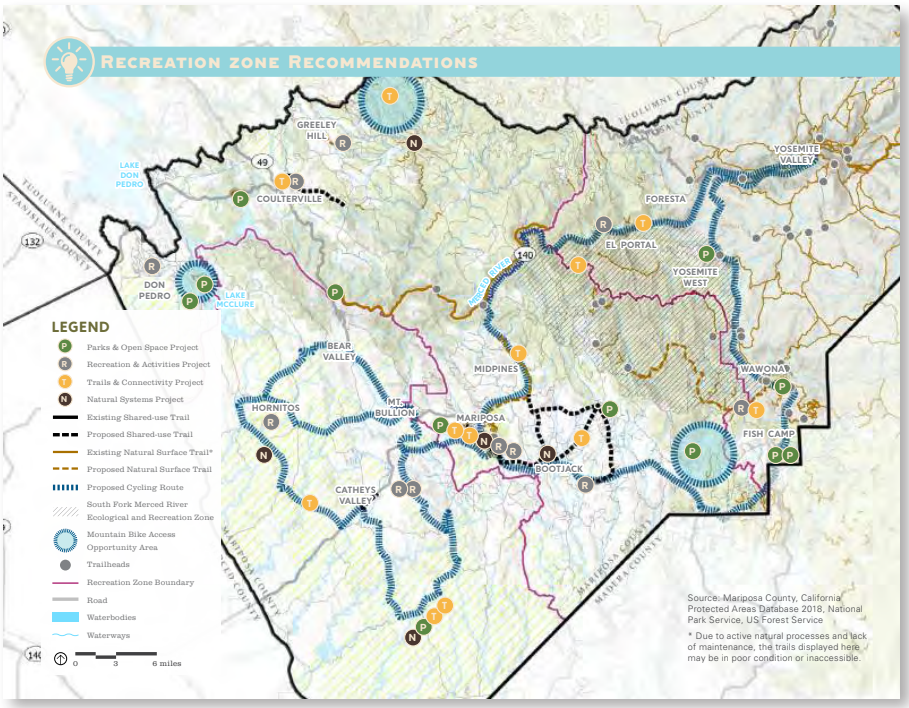
The plan recommends recreation and resiliency projects in each of the four category types within each of the geographic zones. Zone-specific recommendations that are most relevant for the Parkway are:

Trails and Connectivity

- Enhance connectivity within town centers with more sidewalks on state highways and county-owned right of way to access destinations and existing trails.

Natural Systems

- Reintroduce cultural burning to restore critical outdoor recreation areas, such as the Mariposa Creek corridor.
- Develop signage and commission installations to support appreciation, education, and use of natural areas.
- Increase educational installations that build appreciation for the geological, biological, and human connections here now and over time.



Regulatory + Planning Context

In addition to the zone-specific recommendations, the plan homes in on three priority recreation and resiliency projects that have the greatest cross-cutting benefits to the County. Each of these projects is relevant for Phase IV of the Mariposa Creek Parkway.

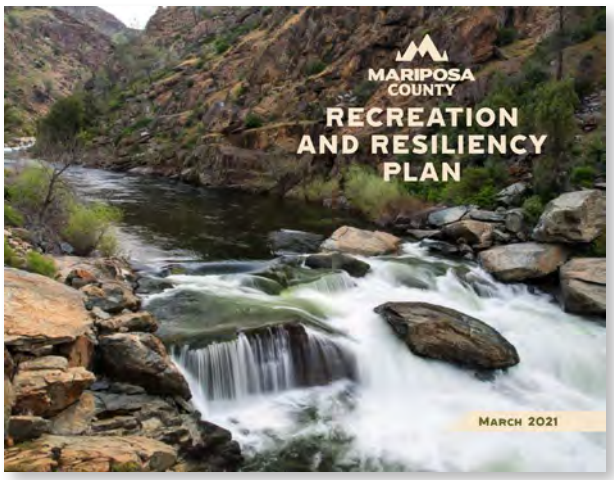
The first of these is a countywide network of recreational trails, to include natural surface trails, paved shared-use trails, and designated road bike cycling connections between key locations. In addition to its immense benefit to local quality of life and economy, this network could support resiliency functions related to fire response and risk reduction. Both the Mariposa Creek Parkway and the Mariposa Rim Trail, the northwest portion of which is located in the Phase IV segment, are identified as priority components of this countywide trail network.

Second, the plan recommends establishing a community recreation center that could serve various indoor and outdoor recreation needs, while also doubling as a resiliency center during times of emergencies. This latter function could include serving as a fire camp, an emergency operations center, a cooling center during extreme heat events, or similar response functions.

The plan evaluates several potential locations for this facility, including the Phase IV segment of the Mariposa Creek Parkway. The study identifies this location as an ideal site for this recommended recreation and resiliency project.

Finally, the plan recommends establishing a policy of integrating wildfire planning practices into future recreation investments, especially in terms of site design. This could include applying wildfire best practices related to vegetation management, hazardous fuels reduction, and establishing shaded fuel breaks to site design for parks, recreation, trails, and open spaces. This recommendation is highly applicable for the Phase IV segment of the Parkway, especially regarding the potential for recreational trails throughout the site.

One final noteworthy component of the Recreation and Resiliency Plan for the Phase IV segment relates to implementation. The plan lays out a series of funding options for its recommendations, including both grants and voter-approved mechanisms, which could be considered for the Phase IV segment.



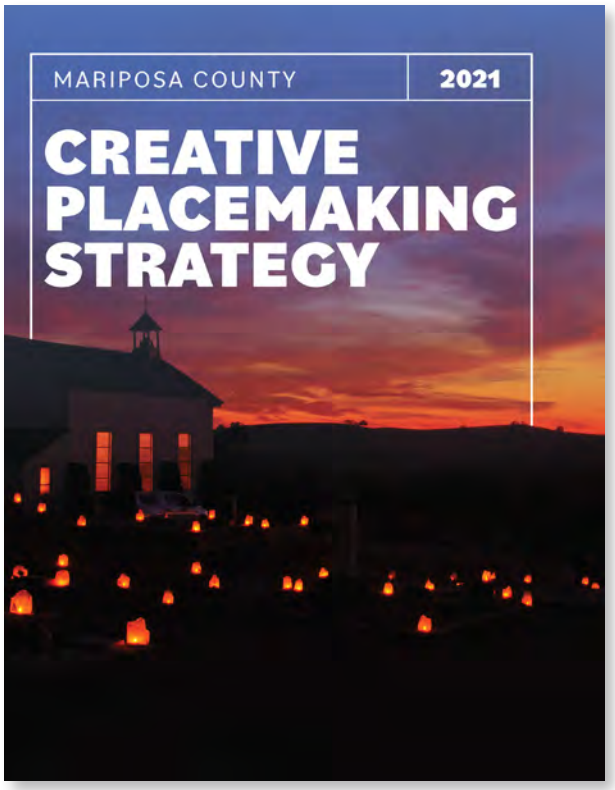
Regulatory + Planning Context

Mariposa's arts, culture, and sense of place are core to the community's identity. The **Mariposa Creative Placemaking Strategy** (CPS, 2021) uses temporary co-created public art pieces (incidentally, located along existing and future segments of the Mariposa Creek Parkway) to solicit community input on narratives, aesthetics, and placemaking mediums that resonate with the local community. The strategy then synthesizes those recommendations into projects, policies, and programs to achieve this countywide vision for authentic and representative storytelling.

The outcomes of this process are relevant for the Phase IV segment in several ways. First, and most broadly, the input collected through the CPS aligns with a key tenet of the Mariposa Creek Parkway master plan: despite their prevalence in current placemaking initiatives, dominant themes like the county's Gold Rush history and proximity to Yosemite National Park do not fully capture the richness and variety of Mariposans' sense of place and identity. Rather, Mariposa is made up of a diverse range of stories, primarily related to native plants, animals, and landscapes, which provide a deep source of inspiration for future creative placemaking initiatives.

Second, and more specifically, the CPS identifies the Mariposa Creek Parkway as one of six priority creative placemaking projects to pursue. Though recommendations primarily focus on segments 1-3, the overall conception of the Parkway as a venue for outdoor public art and site for art-making programs applies to the Phase IV segment.

The CPS also specifies that "the environmental restoration work currently underway in the Phase II and Phase III segments—combining traditional and conventional methods of removing invasive species and revegetating the riparian corridor with native plants in advance of the Parkway's installation—provides a model for ecological placemaking that could be extended to the Phase IV or downstream portions of the project area"--keenly relevant recommendations for development of the Special Plan.



Lastly, the **Mariposa County Integrated Mobility and Housing Strategy** (IMHS, 2021, adoption date to be determined 2022/2023) provides relevant context for potential housing development along Phase IV of the Mariposa Creek Parkway. If the ongoing work on Phase IV shows potential for housing development, the IMHS presents housing priorities that align with needs across the County, such as housing for Yosemite National Park's workforce. The IMHS identified the Pfremmer property (Figure 3) within the Phase IV study area as a potential site for new housing, meeting various criteria for an ideal site. The IMHS noted that the Phase IV work is a separate process, and did not consider this site further in the study. Additionally, the IMHS suggested that zoning districts, specifically those that allow housing, may need to be updated in the Town of Mariposa to align with State regulations and needs for future housing.

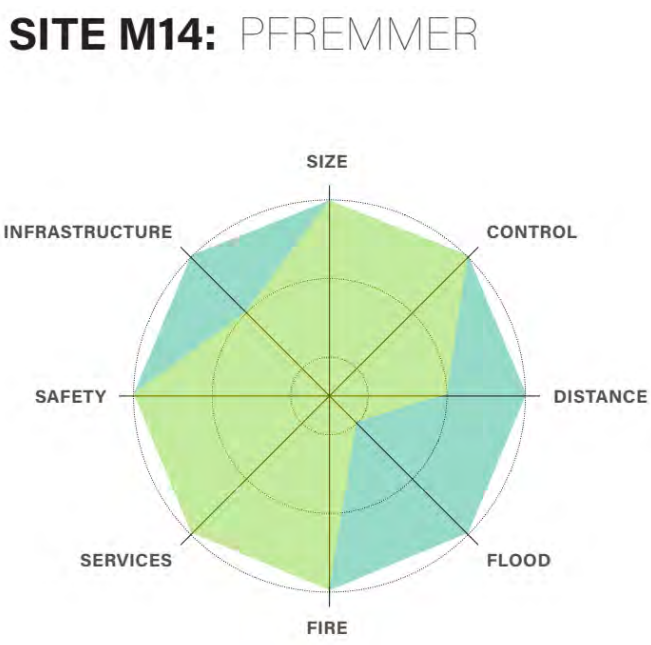
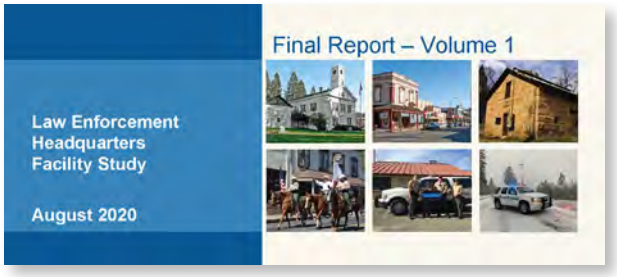


Figure 3. Site Criteria Analysis, Pfremmer Property
Source: IMHS

Mariposa County's Sheriff's Office developed a **Law Enforcement Headquarters Facility Study** in August 2020. The study details the needs for expanding facilities for law enforcement services at a site adjacent to Phase IV of the Mariposa Creek Parkway. The new headquarters would be an extension to the west of the existing jail facility.



ZONING CONTEXT

Section 3 of the Mariposa Town Planning Area Specific Plan defines the land use districts and the development standards for each zone. The Mariposa Creek Parkway Phase IV study area includes parcels that are currently zoned Single Family Residential (9,000 sq. ft.), Light Industrial, and Scenic Resource 20-Acre (Figure 4).

The table below summarizes the development standards that apply to these zoning districts:

Zoning District	Permitted Uses	Minimum Parcel Size	Density Dwelling Unit / Acre	Height Limit (ft)	Parking Requirements
Single Family Residential (9,000 sq ft)	One SFR per parcel; Residential accessory structures	9,000 sq ft	4.8 du/acre	35	2 for 2 bedroom unit.
Light Industrial	Select example uses include: Equipment sales, repair services, fabrication and construction facilities, veterinary services/ kennels, small-scale manufacturing and food processing, office facilities. (See page 124 of Specific Plan for full list)	9,000 sq ft		35	Depends on use between 1 per 1,000 sq ft and 3 per customer spaces/one per employee
Scenic Resource 20-acre	One SFR per parcel; open space rec uses; Limited ag (grazing and crops); Timber harvesting; one secondary residence per parcel	20 acres	1 unit per parcel, may increase to 1 unit per 5 acres through PUD.	35	

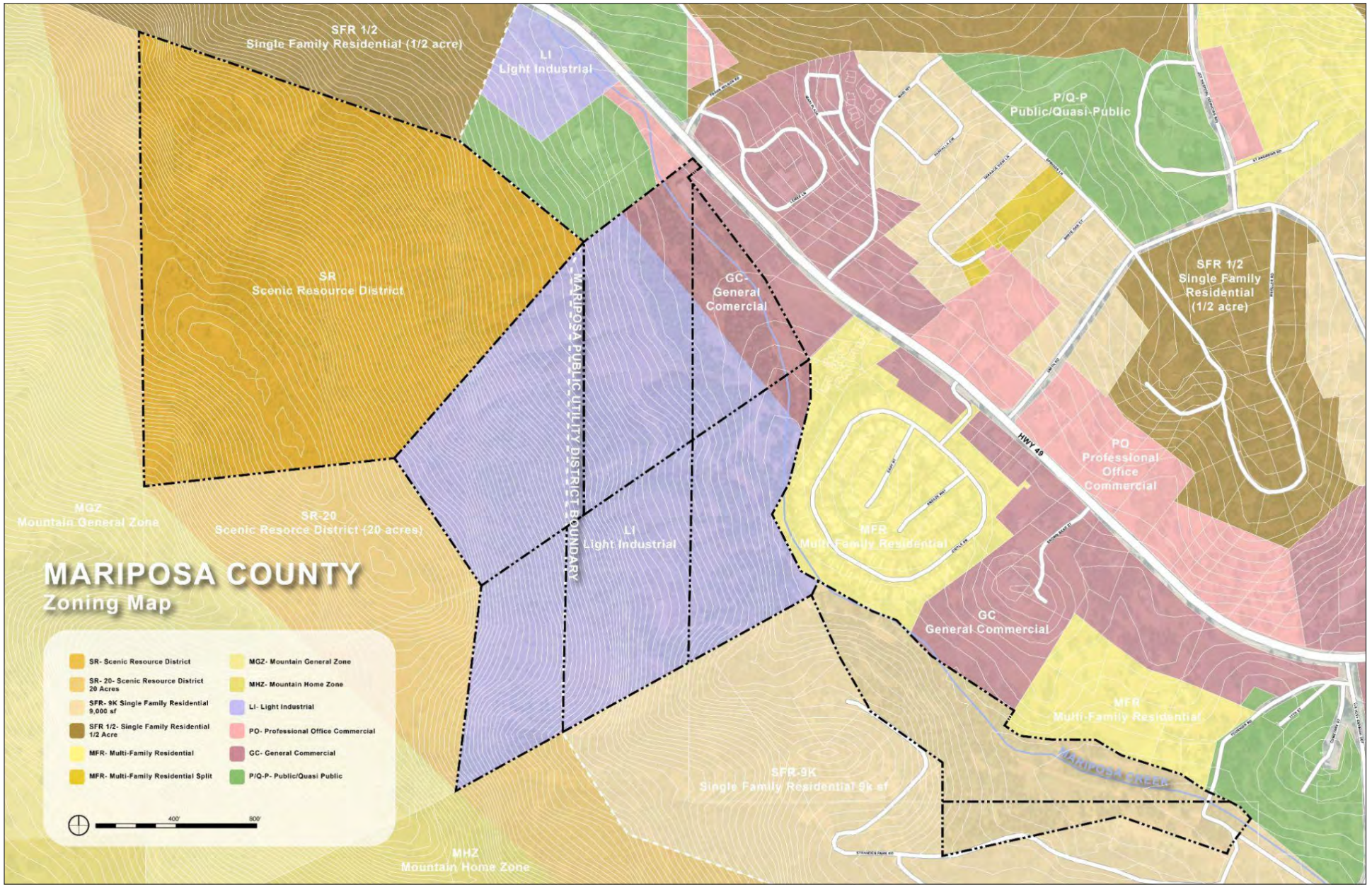


Figure 4. Mariposa Creek Parkway Phase IV Zoning

Other Relevant Zoning Districts

Depending on the future development envisioned for Phase IV of the Mariposa Creek Parkway, rezoning land in the study area to another zoning district may be necessary. Other zones that allow housing in Mariposa (shown in the table below) include: Single Family ½ Acre (lower density zone), Multifamily Residential (higher density zone that allows for a mix of housing types), Professional Office Commercial (allows multifamily housing types under conditional use), and General Commercial (allows multifamily housing at a 4 unit per parcel density). Beyond housing development, Mariposa's commercial zones allow for a range of uses that may suit future development in the Phase IV study area. Mariposa's development code does not include specific provisions for mixed-use development, though some commercial zones also allow housing.

Section 3.24 of the Specific Plan sets the development standards for Hillside Development, which is defined as "parcels or construction areas with an average slope in excess of 20%". Some areas of the Phase IV study area that will likely develop have slopes less than 20%, but if development occurs on areas with more than 20% slope, the Hillside Development standards will apply.

Zoning District	Permitted Uses	Minimum Parcel Size	Density Dwelling Unit / Acre	Height Limit (ft)	Parking Requirements
Single Family Residential (1/2 acre)	One SFR per parcel; Residential accessory structures; Secondary residence (max 800 sq ft)	0.5 acre	2 du/acre	35	2 per dwelling unit
Multifamily Residential	SFR; Attached residential units (duplex, apartments, condominiums, townhouses, etc.); Residential accessory structures	9,000 sq ft	26 du/acre	35	1.5: Studio / 1-bedroom units 2: 2+ bedroom units
Professional Office Commercial	One SFR per parcel; Professional office services (e.g., law office, doctor's office, etc.), government offices, limited retail	9,000 sq ft	4.8 du/acre (higher if permit approved)	35	Residential: 1.5: Studio / 1-bedroom units 2: 2+ bedroom units Commercial: varies by use
General Commercial	Up to 4 residential units per parcel (within commercial development); General retail, professional office, restaurants, hotels.	9,000 sq ft	4.8 du/acre (higher if permit approved)	35	Residential: 1.5: Studio / 1-bedroom units 2: 2+ bedroom units Commercial: varies by use

CONCLUSION

Phase IV of the Mariposa Creek Parkway will allow for continued implementation of a range of community policies set by both Mariposa County and the Town of Mariposa. The development of the Parkway provides primarily improved quality of life for residents of Mariposa through increased access to recreation. Secondarily, it will continue to strengthen Mariposa's sense of place that consistently draws visitors to the area. Specifically, implementation of Phase IV presents several opportunities and constraints for consideration in further planning and implementation strategies in development of the Special Plan.

MARIPOSA COUNTY

Opportunities & Constraints 03/28/2022

- Phase IV Boundary
- Access & Connectivity
- Ecology & Environment
- Housing & Economic Development
- Civic Life
- Fire
- Placekeeping
- Infrastructure
- Proposed Developable Area
- Future Development Site
- Floodway
- Gateway
- Current Mariposa Public Utility District Boundary
- Proposed Parkway
- Secondary Trail Network
- Tertial Trail Network
- Access Road
- Emergency Vehicle Access
- Detwilder Fire Hazard 2017
- Ridgeline
- Alluvial Sediment Channels
- Sewer Line
- Water Line
- Landmark

200′ 400′ 800′

1” = 200’ - 0”

Field of Dreams Site

Adult Detention Facility

Human Services

Italian Acres

John Fremont Hospital

Acuerdo Con Dios

Idle Wheels Mobile Home Park

Yosemite Mobile Park Home

Brown Bear Development Site

Mariposa Cemetery

Creekside Terrace Apartments

FRANK WILSON RD

MARIPLAZA

MARI WY

FAIRFALLA CIR

TERRACE VIEW LN

SPRUCE LN

LEMEE LN

WHITE OAK CT

ST ANDREWS RD

JOE HOSPITAL SERVICES RD

MUELLER RD

SMITH RD

HWY 49

EAGLE ST

BREEZE WAY

CIRCLE DR

BROWN BEAR ST

FOURNIER RD

11TH ST

CEMETERY ST

JOE HOWARD MEM ST

STRANDEN PARK RD

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37

Opportunities & Constraints Chart

1. **Access & Connectivity**
2. **Ecology & Environment**
3. **Housing & Economic Development**
4. **Civic Life**
5. **Fire**
6. **Place-Keeping**
7. **Infrastructure**

#	Potential Activity	Opportunity	Constraint
ACCESS & CONNECTIVITY			
1	**Extension of Parkway to Phase IV Site**	Create an aesthetically vibrant place for active and passive recreation that connects to existing Parkway segments.	Currently there is no continuous path connecting previous phases of the Parkway to the Phase IV site (but Phase III is in progress (estimated date of construction completion is fall 2026).
2	**Gateway to Parkway from north entry**	Establish northern gateway moment to welcome visitors into site. Consider future connection to Field of Dreams site.	Lack of visibility creates a need to enhance design of entryway and access into the site. No clear pedestrian connection is evident between Field of Dreams and Phase IV site. Further analysis required.
3	**Entryway/shared parking from Brown Bear site**	Integrate connection from Highway 49 through the Brown Bear Conference Center/Hospitality site to the Parkway. Utilize potential shared parking lot with Brown Bear to increase accessibility for auto-users.	Brown Bear site is not County-owned land; coordination will be required with private developer.
4	**ADA accessible path**	Construct an ADA-accessible pathway for connectivity along the creek. This facility could be permeably paved, heat-sensitive, PH-balanced, and/or load bearing.	Paving the Parkway creates potential risk for affecting the riparian health of the habitat. Utilizing permeable pavement systems requires routine maintenance for continued performance; creek Parkway is potentially subjected to heavy loading of pollen, fine soil, and/or dust particles.
5	**Emergency Vehicle Access along proposed Parkway extent**	Consider Emergency Vehicle Access along proposed Parkway for use during emergencies.	Roadway construction might not be possible due to existing grade and sections of narrow width along Parkway.
6	**Emergency Vehicle Access (EVA) extension from Creekside Terrace**	Ensure Emergency Vehicle Access from existing Fournier Road into site.	Potential extent of continuous road within site is to be determined. Considerable cost associated with infrastructure location and construction.
7	**Emergency Vehicle Access extension from proposed Sherriff's office**	Ensure EVA access from proposed jail road into site. Consider shared parking strategy for Sherrif's office and Phase IV site.	Phasing of jail road has not been determined, coordination with Sheriff's office will be required. Potential extent of continuous road within site is to be determined.
8	**Secondary trail network**	Strengthen existing secondary trail system to create alternate recreational pathways parallel to Parkway. Secondary trails could be built/maintained as informal pathways.	Grading and maintenance are required to create a secondary system of trails along Parkway.
9	**Proposed ridgeline overlook**	Enhance viewing area connected by a third system of trails to allow sights of the valley.	Grading and maintenance are required to create a third system of trails from Parkway to hilltop.

#	Potential Activity	Opportunity	Constraint
ECOLOGY & ENVIRONMENT			
11	**Restoration of Mariposa Creek**	Restore and enhance creek for ecological and hydrological resilience - including geomorphology, wetland, riparian and upland buffer areas.	Thinning, encroaching, and extraction of aggregates in stream, riparian zones and adjacent areas have caused considerable damage to the ecosystem. Significant remediation work would be required.
12	**Design of floodway surrounding Mariposa Creek**	Increase resiliency of creek by designing to accommodate for flooding. Implement a geomorphological approach to restore the creek. Identify the exposure and vulnerability of sewer and other infrastructure adjacent to the creek (flooding, erosion, sedimentation). Include the greenstone exposed beds as a local asset and opportunity for geological literacy.	Infrastructure is already vulnerable to persistent flooding during storm events. A geomorphological assessment is required (including hydraulics and hydrology) to identify potential strategies (dam removal, beaver analogs, floodplains, erosion control, etc.).
13	**Restoration of native aquatic plants and habitat**	Increase moments along the Parkway to diversify, reintroduce, and protect upland-buffer, riparian, wetland, and aquatic plant species through restorative design and focal species consideration.	Infrastructure such as natural and engineered damming will require sensitive analysis before intervening. Strategic widening of creek needed (mainly where legacy mine tailings were accumulated).
14	**Enhancing landscape connectivity and watershed processes**	The creek and Parkway are a corridor for multiple species and larger ecological dynamics, considering the connectivity to uplands and the watershed. Identify alluvial channels along the hillside to mitigate sediment deposition hazards and erosion while promoting water infiltration.	Refined suitability analysis is needed to confirm the buffer management zone between the hillside and the development. Maintenance of channels is required to decrease the risk of destruction and erosion in the upland zone. The action area might expand to areas beyond the creek and Parkway zones.
15	**Improvement of Water Quality/Green Infrastructure**	Identify the opportunities to enhance the capacity of the creek and its adjacent areas (wetland – riparian – upland) to provide flood and fire regulation and improve water quality.	Urban runoff from adjacent urban development requires assessment and a management plan to avoid pollution entering the wetlands and creek. The flood and fire management zones might require different strategies and actions.
16	**Biodiversity – Identification of relevant and vulnerable species and distinct feasibility zones**	The ecological assessment (by Oak) will identify species and areas to protect and avoid direct and indirect impacts. Conduct a feasibility study to identify use zones.	The ecological assessment needs to include the upland areas beyond the creek and riparian space. The feasibility study might reveal new conditions present in the existing ecology.
17	**Climate resiliency -drought contingency**	Identify opportunities to capture and reuse water and establish water conservation measures.	Perceived additional costs.

#	Potential Activity	Opportunity	Constraint
HOUSING & ECONOMIC DEVELOPMENT			
18	**Tourism attraction/town beautification landmark**	Create a meaningful attraction for both the local community and tourists.	Tourist-focused improvements can often turn off or be alienating to residents, whereas authentic, local experiences will often draw out-of-towners. Therefore, inward-focused programming should be emphasized to support the community rather than tourists exclusively.
19	**Potential retail location**	Create retail shopping and/or dining amenities for pedestrians passing through the site.	Parcels considered for retail do not fall within Phase IV site.
20	**Housing development site #1**	Extend housing opportunities from existing affordable housing development sites along Fournier Road.	Slope of site combined with flood potential from creek may cause challenges to constructability of additional housing units.
21	**Housing development site #2**	Create housing opportunities within flat portion of site.	Slope of site combined with flood potential from creek may cause challenges to constructability of additional housing units.
CIVIC LIFE			
22	**Development of community center**	Consider acquiring additional parcels to create a recreational/community center for residents and visitors. Alternatively, consider the possibility of establishing a partnership with the landowners to utilize the parcels without ownership of them.	County does not currently own these parcels and would need to consider acquisition.
24	**Partnership for bike patrol programming with Sherrif's office**	Establish partnership between Sherrif's office and community to provide bike patrol services along Parkway.	Strong partnership needed between community and Sheriff's office to create viable partnership.
25	**Parks & Recreation amenities along Parkway**	Identify key moments along Parkway to create passive and active uses for visitors and tourists to enjoy.	Feasibility of construction due to grading issues will affect possible program and use.
26	**Continuation of community stewardship and direct experience**	The people living adjacent to the creek (Creek Side Terrace and new ones) and visiting the Parkway will try to get to the water. Provide access and observation points to avoid damage to restored areas, Establish native species nursery and community restoration activities. (Already happening). Open and populate a citizen science project in I-Naturalist. Populate with the existing assessments and invite people to join.	Inviting people to the creek might increase the disruption . Uncertain participation and follow-up.
27	**Physical space for community gathering & engagement**	Build off of previous efforts identified in the recreation and resiliency plan. Create opportunities to foster togetherness through physical space and programming.	Coordination with various community groups will be required to effectively facilitate these efforts.

#	Potential Activity	Opportunity	Constraint
FIRE			
28	**Fuel breaks/tertiary trail network**	Create trail breaks for fuel continuum disruption (including vertical) and access to hillside while promoting shade and canopy. Leverage this effort to establish regenerative stormwater management and erosion control.	No trail currently exists to top of hillside; grading efforts and slope analysis will be required to establish a functional network. Fuel breaks might increase erosion by concentrating stormwater.
29	**Integration of Cal FIRE-endorsed neighborhood design strategies**	Initiate conversation with CAL Fire to determine accessibility issues during fire events. Conduct due diligence to identify specific prevention measures for site. Establish a shaded defensible space maintaining and promoting wind barriers (ember catching).	Input from CAL Fire will impact design feasibility. Defensible spaces might strengthen an approach of clear cutting all vegetation which has a negative effect.
30	**Hillside vegetation management/ understory brush removal**	Integrate fuel removal practices to reduce risk of wildfire during vulnerable seasons.	Outreach needed from various organizations and community groups to determine best practices for maintenance.
31	**Climate-resilient water storage infrastructure**	Identify potential infrastructure locations for water storage during fire event, upslope of new Justice Center.	Coordination with CAL Fire required in order to determine feasibility and suitability of locations.
PLACEKEEPING			
32	**Preservation of cultural resources including those with significance for the Southern Sierra Miwuk Nation**	Understand culturally significant resources and attributes within Phase IV site. Work with affected community members, including the Southern Sierra Miwuk Nation's tribal council, to identify, protect, and/or enhance cultural resources.	An ongoing process is needed that might delay implementation of site and/or Parkway improvements.
33	**Comprehensive and multicultural interpretive signage program**	Continue wayfinding and signage experience along Parkway to celebrate history of Mariposa and creek.	Community partnerships needed to support these efforts.
34	**Public Art & Performance**	Continue efforts regarding creative placemaking strategies to support public art & performance needs for the community.	Funding will need to be identified in order to support these effots.
INFRASTRUCTURE			
35	**Expansion of Mariposa Public Utility District Service Area (annexation in progress)**	Potential to improve existing infrastructure network to accommodate development within Phase IV site.	Steep topography and lack of access to hillside will create challenges to enhancing system. Impact on cost will likely be significant.
36	**Extend and enhance water services across creek to developable area**	Water service is more readily available to parcels with water mains running through/near them. Water is on the west (“hill”) side of creek downstream of Idle Wheels and then crosses to east (“town”) side of creek upstream of Idle Wheels.	Considerable cost associated with extensions to water network.
37	**Extend sewer services across creek to developable area and to Brown Bear Development Site.**	Sewer service is more readily available to parcels with sewer mains running through/near them. Sewer is on both sides of the creek downstream of Idle Wheels and at Idle Wheels, sewer crosses creek and continues north on east (“town”) side of creek.	Considerable cost associated with extensions to sewer network.

Evaluation Criteria	Maintain and Celebrate Rural Mariposa
Access &	+ This design theme includes universal elements that
Ecology &	+ At the two developable sites and along the phase IV
Housing & Ec. Dev	+ This design theme incorporates cottage cluster
Civic Life	+ The developable areas and phase IV segment overall
Placekeeping &	+ This design theme establishes place-keeping
Climate Hazards	+ Outdoor spaces and the emergency-accessible
Infrastructure	+ Residential development in this design theme will

Ecological Integrity

+ This design theme includes universal elements that
+ This design theme focuses on the ecological creekbed
+ Cottage cluster housing is proposed in this design
+ Amenities included in this design theme complement
+ This design theme establishes place-keeping
+ Outdoor spaces and the emergency-accessible
+ This design theme assumes that any development will

Destination: Mariposa	*Key*

+ This design theme includes universal elements that
+ At the two developable sites and along the phase IV
+ This design theme proposes terraced housing at the
+ The developable areas and phase IV segment overall
+ This design theme establishes place-keeping
+ Outdoor spaces and the emergency-accessible
+ Commercial and residential development in this

+ *benefits*

Mariposa Phase IV - Community Feedback Survey

86 responses

What balance of uses within the Phase IV site would be most beneficial for the Mariposa community?

86 out of 86 answered

Housing

1	2	3	4	5
62.8%	20.9%	8.1%	0%	8.1%
54	18	7	0	7

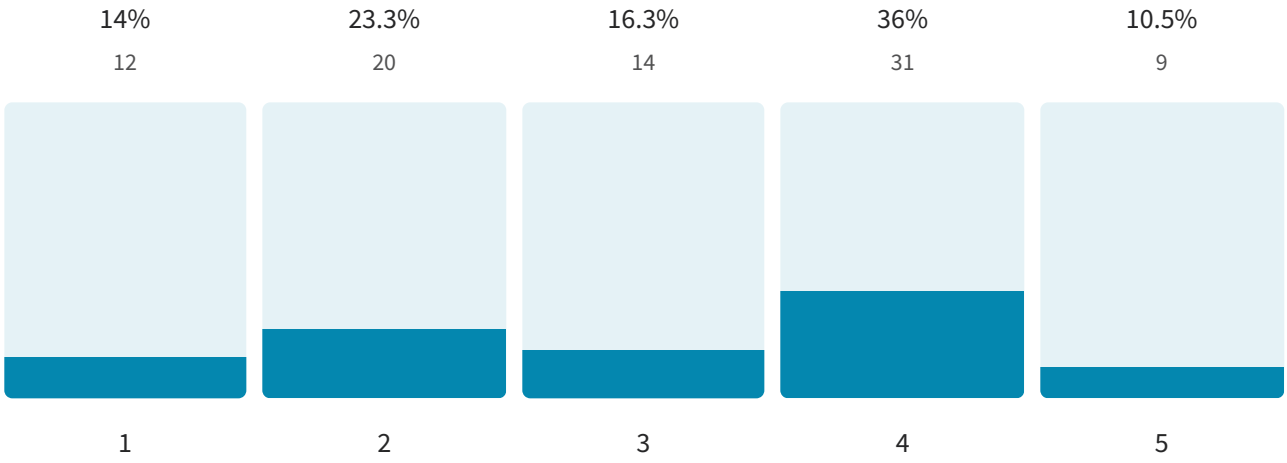
Commercial / Office

1	2	3	4	5
2.3%	18.6%	38.4%	26.7%	14%
2	16	33	23	12

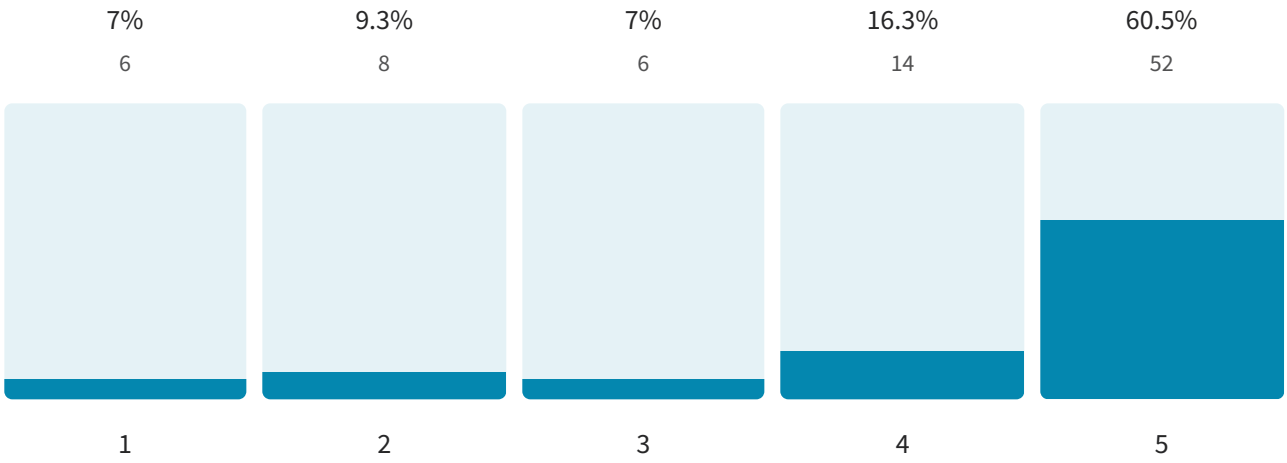
Retail

1	2	3	4	5
14%	27.9%	30.2%	20.9%	7%
12	24	26	18	6

Civic



Light Industrial / Maker



How much housing is right for the area?

86 out of 86 answered

Single-Family Cottage Clusters (10-12 dwelling units per acre) 40 resp. 46.5%

Duplexes, Rowhouses, and Quadplexes (12-15 dwelling units per acre) 24 resp. 27.9%

Garden Apartments (19-25 dwelling units per acre) 11 resp. 12.8%

Village Clusters (25-35 dwelling units per acre) 11 resp. 12.8%

How should new development on the Phase IV property look and feel?

86 out of 86 answered

Mix of Styles 37 resp. 43%

Historic Mariposa/ Traditional 36 resp. 41.9%

Contemporary 5 resp. 5.8%

Other 8 resp. 9.3%

Ecologically sensitive; making structures blend in with the topography and vegetation. Self sustaining power wise

Smart homes, solar and high eco standards

What type of recreational opportunities would you like to see in the Mariposa Phase IV property?

86 out of 86 answered

Mix 49 resp. 57%

Nature-Based Activities (Trails, Overlooks, etc.) 30 resp. 34.9%

Programmed/Social Activities (Paved Plazas, Sport Courts, etc.) 6 resp. 7%

Other 1 resp. 1.2%

No retail and no light industry!! We have space for those and sports elsewhere than the Parkway.

MEMORANDUM

To: Mariposa County

From: Amy Lapin and Kate O'Beirne

Subject: Mariposa Creek Parkway Phase IV Opportunity Site Feasibility Analysis; EPS #212135

Date: November 15, 2023

Introduction

As part of the Mariposa Creek Parkway Phase IV Special Plan project (Project), Economic & Planning Systems, Inc. (EPS) has prepared two technical analyses to identify development opportunities in the Project in support of the Special Plan being prepared by SERA Design (SERA). EPS completed an initial analysis in October 2022 summarizing socioeconomic conditions in Mariposa County (County) to understand residential real estate market dynamics and drivers. This memorandum summarizes the second technical analysis, examining the financial feasibility of development scenarios on two County-owned opportunity sites in the Project.

The Project area is in the unincorporated community of Mariposa, along California State Route 49 (Hwy 49) just north of Mariposa's central business district (CBD) in the County. In coordination with County staff, SERA identified two opportunity sites in the Project and determined different development scenarios to examine the potential for accommodating residential, office, and retail development on each site.

EPS has prepared static pro forma analyses to test the feasibility of these development scenarios and understand the opportunities and factors that may be hindering their development. The static pro forma analysis evaluates the ability of each land use scenario to absorb development costs, and to identify whether financial incentives or cross-subsidies may be required to ensure financial viability. It is important to note that the feasibility findings presented in this memorandum are preliminary based on general prototypical land use development assumptions. Results may vary based on specific development projects and associated assumptions for each site.

The Economics of Land Use

Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

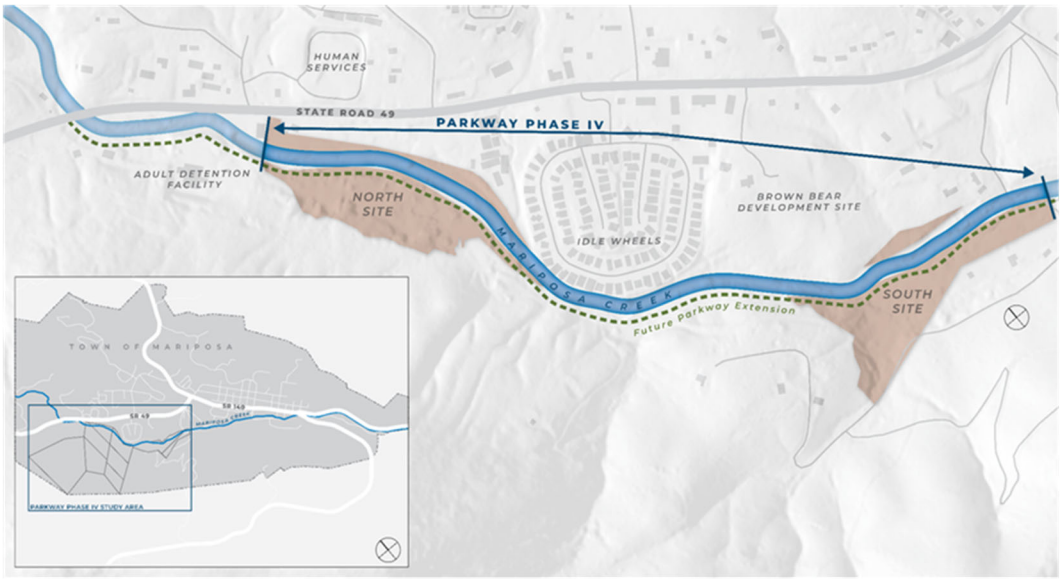
Detailed analysis and underlying assumptions underpinning the feasibility analyses are included in the following appendices:

- **Appendix A** presents the detailed financial model that evaluates the feasibility of each development scenario for each opportunity site.
- **Appendix B** presents the detailed assumptions used to estimate revenues and costs for each development scenario.

Opportunity Sites and Development Scenarios

EPS evaluated the financial feasibility of several land use prototypes developed by SERA on the two opportunity sites presented in **Map 1:** the **North Site (Warehouse Reuse)**; and the **South Site (The Hatchery)**. Detailed descriptions of each opportunity site and the respective development scenarios are provided below. See **Appendix B Table B-1** and **Table B-2** for detailed development assumptions for land uses on each site.

Map 1. Mariposa Creek Parkway Phase IV: Developable Sites Context

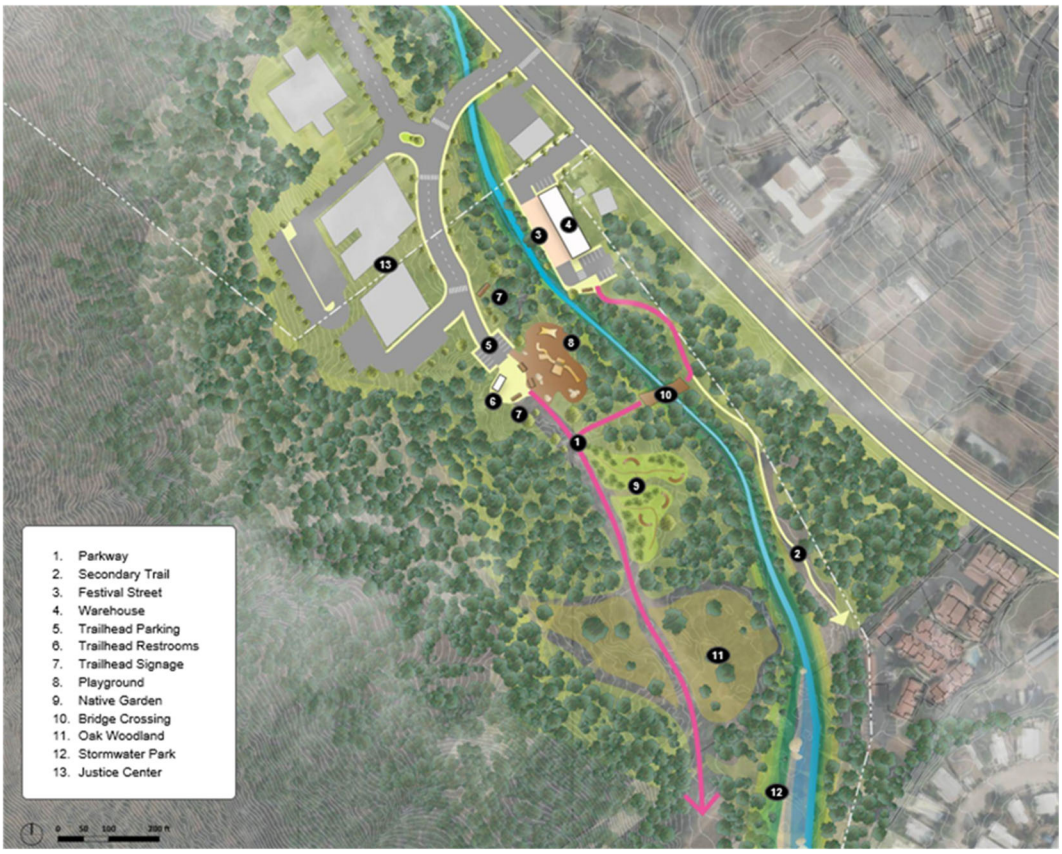


Source: SERA Design

Opportunity Site 1: North Site (Warehouse Reuse)

This 0.8-acre site is located at 5349 Highway 49 N, along the western side of Mariposa Creek on the Pfremmer Property and is zoned as General Commercial. See **Map 2**. The 36,000-square-foot site includes an existing metal warehouse structure which is assumed to be redeveloped. The 2 development scenarios analyzed as part of this feasibility analysis comprise the adaptive reuse of the 5,600-square-foot warehouse for different uses, site development, including 10 surface parking spaces, and backbone infrastructure required to serve intensified development on the site. Scenario 1 analyzes the site for retail use and Scenario 2 as office/flex space.

Map 2. Warehouse Reuse Site (Northern Site)

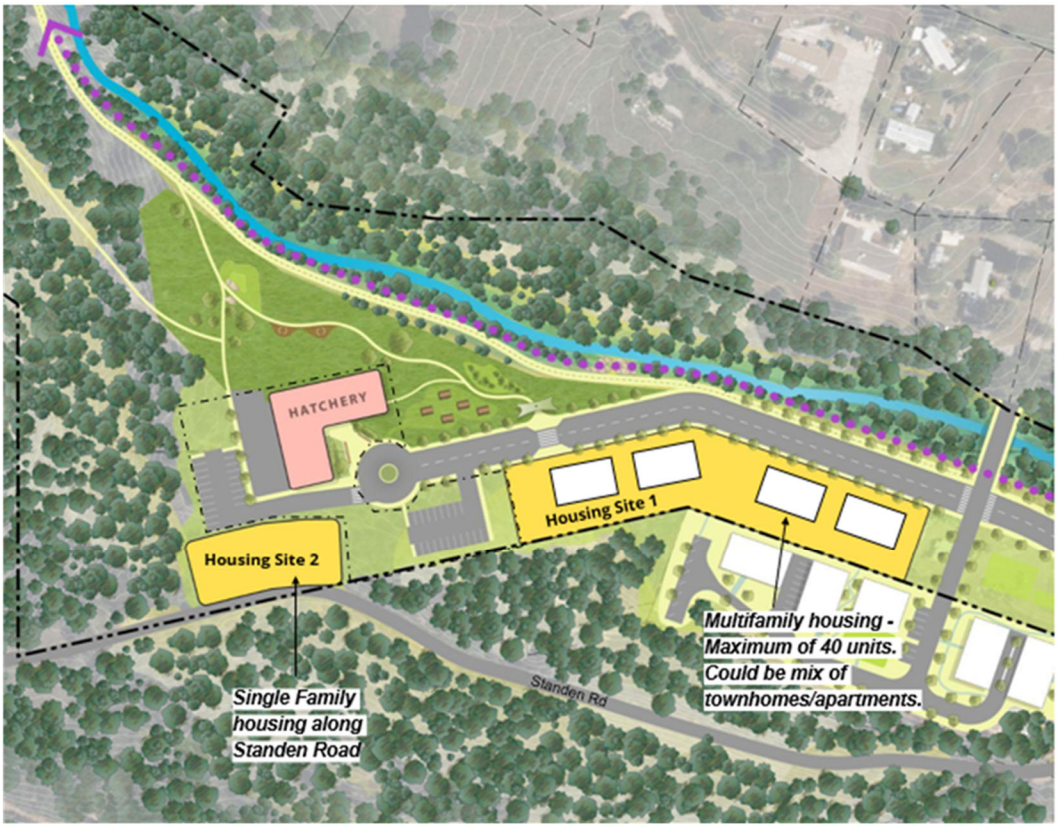


Source: SERA Design

Opportunity Site 2: South Site (The Hatchery)

This 3.5-acre site is located west of Highway 49 and Mariposa Creek between Antone and Standen Park roads as shown in **Map 3**. This site is zoned as Single-Family Residence 9,000 square feet (minimum lot size). Each of the three development scenarios include multiple land use typologies as described below.

Map 3. The Hatchery Site (Southern Site)



Source: SERA Design

- **Scenario 1**
  - *Office/Flex*. A 21,000-gross-square-foot, 2-story building with 60 surface parking spaces.
  - *Affordable Rental Apartments*. A 40-unit, 2-story, multifamily apartment building, with 51,000 gross square feet and 70 surface parking spaces. The approximately 1,100-square-foot units are assumed to be occupied by low-income households.[1] [2]
  - *Triplex Units.* The typology includes 12 renter-occupied 1,350-square-foot units with garage parking, assumed to be occupied by moderate-income households.[3] [4]

[1] HCD's income limits define income levels based on the County AMI. In 2023, the AMI for the County for a family of 2 was $67,050. The income limits for households are defined as follows: "Low" is between 50 percent and 80 percent of AMI, "Moderate" is between 80 percent and 120 percent of AMI, and "Above Moderate" is more than 120 percent of AMI.

[2] The estimated rental revenue is calculated by dividing the estimated housing costs (30 percent of annual income) divided by the average square footage for rental units in Mariposa County and adjacent areas as shown in **Table B-4**.

[3] HCD's income limits define income levels based on the County AMI. In 2023, the AMI for the County for a family of 2 was $67,050. The income limits for households are defined as follows: "Low" is between 50 percent and 80 percent of AMI, "Moderate" is between 80 percent and 120 percent of AMI, and "Above Moderate" is more than 120 percent of AMI.

[4] The estimated rental revenue is calculated by dividing the estimated housing costs (30 percent of annual income) divided by the average square footage for rental units in Mariposa County and adjacent areas as shown in **Table B-4**.

- **Scenario 2**
  - *Office/Flex*. A 21,000-gross-quare-foot 2-story building with 60 surface parking spaces.
  - *Market Rate Rental Apartments*. A 26-unit, 2-story, multifamily apartment building comprising 51,000 gross square feet and 70 surface parking spaces. The approximately 1,670-square-foot units are assumed to be occupied by moderate-income households.[5] [6]
  - *Single Family Residential Units.* The typology includes 7 owner-occupied 2,570-square-foot single-story single-family units with garage parking, assumed to be occupied by moderate-income households.[7] [8]

[5] HCD's income limits define income levels based on the County AMI. In 2023, the AMI for the County for a family of 2 was $67,050. The income limits for households are defined as follows: "Low" is between 50 percent and 80 percent of AMI, "Moderate" is between 80 percent and 120 percent of AMI, and "Above Moderate" is more than 120 percent of AMI.

[6] The estimated rental revenue is calculated by dividing the estimated housing costs (30 percent of annual income) divided by the average square footage for rental units in Mariposa County and adjacent areas as shown in **Table B-4**.

[7] HCD's income limits define income levels based on the County AMI. In 2023, the AMI for the County for a family of 2 was $67,050. The income limits for households are defined as follows: "Low" is between 50 percent and 80 percent of AMI, "Moderate" is between 80 percent and 120 percent of AMI, and "Above Moderate" is more than 120 percent of AMI.

[8] Estimated for-sale unit revenue based on comparable sales per RedFin.

- **Scenario 3**
  - *Office/Flex*. A 21,000-gross-quare-foot 2-story building with 60 surface parking spaces.
  - *Workforce Housing*. A 34-unit, 2-story, workforce housing apartment building comprising 51,000 gross square feet with 70 surface parking spaces. The 1,275-square-foot units are assumed to be rentals occupied by moderate-income households.[9] [10]
  - *Duplex Units.* The typology includes owner-occupied duplex units comprising 9 2,000-square-foot single-story units with garage parking, assumed to be occupied by moderate-income households. [11] [12]

Feasibility Analysis Overview

To gain an understanding of the relative financial viability of the potential development scenarios evaluated, EPS utilized a measure of financial feasibility commonly referred to as a "residual land value" (RLV) analysis. A residual land value analysis models the revenues achieved by operating and/or selling a particular building to arrive at an estimated building value, or "finished real estate value." For residential ownership products, the finished real estate value is based on the estimated sales price of the unit. For rental residential and commercial products, finished real estate values are estimated using valuation techniques that consider annual net operating income.

The RLV analysis also models the cost of constructing the building, including hard vertical construction costs, required backbone infrastructure to serve development on the site, site development, soft costs (e.g., architecture, engineering), and associated public agency development fees. To arrive at the residual land value, the total development costs are subtracted from the total estimated building

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[9] HCD's income limits define income levels based on the County AMI. In 2023, the AMI for the County for a family of 2 was $67,050. The income limits for households are defined as follows: "Low" is between 50 percent and 80 percent of AMI, "Moderate" is between 80 percent and 120 percent of AMI, and "Above Moderate" is more than 120 percent of AMI.

[10] The estimated rental revenue is calculated by dividing the estimated housing costs (30 percent of annual income) divided by the average square footage for rental units in Mariposa County and adjacent areas as shown in **Table B-4**.

[11] HCD's income limits define income levels based on the County AMI. In 2023, the AMI for the County for a family of 2 was $67,050. The income limits for households are defined as follows: "Low" is between 50 percent and 80 percent of AMI, "Moderate" is between 80 percent and 120 percent of AMI, and "Above Moderate" is more than 120 percent of AMI.

[12] Estimated for-sale unit revenue based on comparable sales per RedFin.

value, reflecting the portion of the building's total value that can be attributed to the land on which it stands.

The residual land value reflects the amount the developer would be able to pay for the land based on the prospective economics of the development. A negative residual land value means that the developer would not be able to pay for the land and may even require some subsidy to move forward. A positive residual land value may be an indication of feasibility if the landowner is willing to sell (or negotiate a ground lease) at the resulting value. Typically, the residual land value not only needs to be positive but needs to be sufficiently positive to incentivize the sale or disposition of the land.

Feasibility Analysis Key Findings

Table 1 provides a summary of each Opportunity Site development scenario and the resulting estimated RLV, both including and excluding the estimated backbone infrastructure costs.[13] **Table 2** provides a summary of land use scenarios for each Opportunity Site. The financial feasibility analysis results suggest that any type of development on the opportunity sites presents feasibility challenges due to the high cost of infrastructure as well as high construction costs relative to achievable building values in the current market. Key findings are summarized below and the detailed financial feasibility outcomes for development scenarios on each site are provided in **Appendix A**.

As shown in **Table 1**, all development scenarios on both Opportunity Sites result in a negative RLV. The financially infeasible results for all development scenarios on both the Warehouse Reuse and The Hatchery Opportunity Sites are primarily driven by the significant backbone infrastructure costs to serve development on each site, as described later in this memorandum.

With the exclusion of backbone infrastructure cost obligations, 2 of the development scenarios show the potential for feasibility, including the retail scenario (Scenario 1) for the Warehouse Reuse site, and a scenario comprising Office/Flex space, market-rate apartments, and single-family residences (Scenario 2) for The Hatchery site. That is, some development opportunities appear to be feasible if the infrastructure cost obligations are publicly funded.[14]

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[13] While this analysis examines a scenario where 100 percent of backbone infrastructure costs are funded, approximately $8.5 million (approximately 73 percent of the total estimated costs) of the estimated infrastructure costs for the Fournier Road improvements and Fournier Road Creek Crossing improvements for the Southern Site are anticipated to be funded by a FEMA Grant which would be awarded to the County for these improvements.

[14] Please note that a positive RLV will still need to be compared against market accepted land value.

Table 1
Mariposa County
Mariposa Creek Parkway
Feasibility Analysis Pro Forma: Summary

Item	Warehouse Reuse (Northern Site) [1] Scenario 1 Retail	Warehouse Reuse (Northern Site) [1] Scenario 2 Office/Flex	The Hatchery (Southern Site) [2] Scenario 1 Office/Flex + Afford. Apts. + Triplex	The Hatchery (Southern Site) [2] Scenario 2 Office/Flex + Market Rate Apts. + SFR	The Hatchery (Southern Site) [2] Scenario 3 Office/Flex + Work Force Housing + Duplex
Total Estimated Revenue	$1,305,600	$1,152,000	$21,112,691	$23,985,818	$21,166,527
Total Costs Including Infrastructure Costs [3]					
Total Estimated Costs	$4,449,723	$4,449,723	$37,439,023	$37,670,651	$37,794,938
Total Residual Land Value	($3,144,123)	($3,297,723)	($16,326,332)	($13,684,833)	($16,628,411)
As a % of Value	*(240.8%)*	*(286.3%)*	*(77.3%)*	*(57.1%)*	*(78.6%)*
Feasibility Finding [4]	🔴	🔴	🔴	🔴	🔴
Total Costs Excluding Infrastructure Costs [3] [5]					
Total Estimated Costs Excluding Infrastructure Costs	$1,224,442	$1,224,442	$21,158,388	$21,002,711	$20,928,090
Total Residual Land Value Excluding Infrastructure Costs	$81,158	($72,442)	($45,697)	$2,983,107	$238,437
As a % of Value	*6.2%*	*(6.3%)*	*(0.2%)*	*12.4%*	*1.1%*
Feasibility Finding [4]	🟡	🔴	🔴	🟢	🔴

Source: SERA; Provost & Pritchard Consulting Group; EPS.

[1] See Table A-1.
[2] See Table A-2 and Table A-4.
[3] This reflects backbone infrastructure costs to serve development on the site includes water, sewer, septic, roadway, restroom, playground, exercise equipment, and fire improvements and excludes site costs and building construction costs.
[4] Static residual land value feasibility analysis benchmarks generally reflect the indicators shown below.
Likely to be Infeasible: 🔴
May be Feasible: 🟡
Likely to be Feasible: 🟢
Please note that positive RLV will still need to be tested to determine if it is able to meet a market acceptance for land value.
[5] While this analysis examines a scenario where 100% of backbone infrastructure costs are funded, approximately $8.5 million (approximately 73% of the total estimated costs)of the estimated infrastructure costs for the Fournier Road improvements and Fournier Road Creek Crossing at The Hatchery (Southern Site) are anticipated to be funded by a FEMA Grant which would be awarded to the County for these improvements.

Table 2
Mariposa County
Mariposa Creek Parkway
Development Assumptions Summary

Item	Warehouse Reuse (Northern Site)		The Hatchery (Southern Site)		
	Scenario 1	Scenario 2	Scenario 1	Scenario 2	Scenario 3
EXISTING DEVELOPMENT					
Site Acres	0.8			3.5	
DEVELOPMENT PROGRAM ASSUMPTIONS					
Parking Type	surface			surface	
Land Use Type 1 (Commercial)	Retail	Office/Flex		Office/Flex	
Net Leasable/Saleable Sq. Ft.	5,600	5,600		17,850	
No. of Parking Spaces [1]	10	10		60	
Land Use Type 2 (Residential)	-	-	Affordable Apts	Market Rate Apts	Workforce Housing
Tenure	-	-	Rental	Rental	Rental
No. of Units	-	-	40	26	34
Avg. Unit Sq. Ft.	-	-	1,080	1,670	1,280
No. of Parking Spaces [1]	-	-	70	70	70
Land Use Type 3 (Residential)	-	-	Triplex	SFR	Duplex
Tenure	-	-	Rental	Ownership	Ownership
Gross Building Area (Sq. Ft.)	-	-	12	7	9
Net Leasable/Saleable Sq. Ft.	-	-	1,350	2,570	2,000
No. of Parking Spaces [1]	-	-	-	-	-

Source: SERA; EPS.

[1] Estimated by SERA.

The findings below examine each land use type individually to determine which uses have the potential for feasibility **if backbone infrastructure costs are fully funded**.

North Site (Warehouse Reuse)

- **The retail use on the Warehouse Reuse site appears to be potentially feasible.** Scenario 1, which redevelops the warehouse site into retail space appears to yield a positive RLV if the infrastructure costs were subsidized.
- **Conversely, the office/flex space use appears to be financially infeasible in the current market.** Office space would need to obtain rents that are almost 20 percent higher than current rates to achieve a positive RLV of 10 percent.

South Site (The Hatchery)

- **When evaluated independently, market-rate apartments, workforce rental units, triplex rental units, and single-family residential units appear to be feasible based on the opportunity site characteristics and scale of development.** As shown in **Table 1**, The Hatchery Scenario 2 is the only scenario yielding a positive RLV with all 3 land use types combined. Even with the infrastructure costs subsidized, Scenarios 1 and 3 appear to be financially infeasible. Examining each land use type independently derives the following results:
  - Within Scenario 1, the triplex rental product type appears to be the only land use type showing the potential for feasibility. These units are assumed to be rented to moderate-income households.
  - In Scenario 2, both the market rate apartment rentals and the single-family ownership product types appear to be financially feasible, with the market rate rentals reflecting strong potential with a high RLV, whereas the single-family residences reflect a positive but lower RLV relative to the market rate apartments.
  - The only land use type in Scenario 3 reflecting the potential for feasibility is the workforce housing rentals aimed at moderate-income earning households.
- **The relationship between development costs and potential revenues for office/flex space, affordable apartments, and for-sale duplex units is such that interventions will likely be necessary to encourage development of these land uses on The Hatchery site.**
  - **Office/flex space at The Hatchery as a sole land use appears to be financially infeasible in the current market.** Even with the infrastructure costs subsidized, the Office/flex space would need to obtain rents that are approximately 80 percent higher than current rates to

achieve a positive RLV of 10 percent due to the higher costs of building construction for office/flex space.

- **Both the affordable apartments and for-sale duplex units would require financial interventions in addition to subsidized backbone infrastructure to achieve an RLV within the range that reflects the potential for feasibility.** The affordable apartments and the duplex would both need subsidies that would equate to a 20 percent increase in revenue to achieve a positive RLV within the range reflecting the potential for feasibility.

Development Cost and Revenue Assumptions

EPS formulated a set of development revenues and costs for each scenario on the 2 Opportunity Sites based on a variety of sources including: research conducted by EPS for other similar projects, and research from publicly available and subscription-based resources (e.g., CBRE, CoStar, Saylor). This analysis utilizes construction cost assumptions that are estimated to reasonably reflect current economic conditions in the County, although these costs may vary based on multiple factors including the timing and type of construction.

Project engineers, Provost & Pritchard, identified backbone infrastructure requirements to serve both Opportunities Sites. At this time, no other development projects are anticipated to share in these costs; therefore, the totals shown attribute the full cost to the Opportunity Site scenarios:

- **Warehouse Reuse (Northern Site) $2.6 million:** site work (earthwork), access drives and parking areas, Frontage Street, restroom building, playground and exercise equipment, trailhead restroom building, pedestrian bridge crossing, water service lateral, fire protection line, sanitary sewer, and trailhead restroom septic system.
- **The Hatchery (Southern Site) $11.7 million:** site work (earthwork), roadway extension and parking areas, sidewalks, Fournier Road improvements, Fournier Road Creek Cross, water main upgrades, water main, fire hydrant, sanitary sewer, and sanitary sewer manhole.

Detailed development cost and revenue assumptions are provided in **Appendix B Table B-3**. Examples of market-rate residential, office, and retail lease rates are provided in **Appendix B Table B-4**, **Table B-5**, and **Table B-6**.

Conclusions and Next Steps

The financially infeasible results for all development scenarios on both the Warehouse Reuse and The Hatchery Opportunity Sites are primarily driven by the significant backbone infrastructure costs to serve development on each site. With the exclusion of backbone infrastructure cost obligations, 2 of the development scenarios show the potential for feasibility: the retail scenario (Scenario 1) for the Warehouse Reuse site; and a scenario comprising Office/Flex space, market-rate apartments, and single-family residences (Scenario 2) for The Hatchery site. These development scenarios are potentially feasible with a public subsidy to cover estimated infrastructure cost obligations. Additional development scenarios may be feasible with greater public subsidies.

- Private real estate developers are often interested in building on publicly owned and controlled parcels, which allow for more flexible zoning (e.g., height, setbacks, parking requirements) and allow the developer and County to negotiate directly around structuring a land payment and work towards shared goals.
- The County will also be in a position to be explicit about desired uses for these two opportunity sites. Following review of this feasibility memorandum, the County may want to engage in conversations with the community to determine the uses desired on each opportunity site. The County will need to make policy decisions about whether a subsidy is a good use of scarce resources as well as the level of subsidy required to facilitate development on one or both sites. The County should then consider pursuing federal, State, and local grant and loan programs that will assist in defraying development or vertical construction costs.
- The County could pursue funding for infrastructure costs through various State of California (State) programs including the Infill Infrastructure Grant (IIG) Program, the Transformative Climate Communities (TCC) Program, and through State transportation funding programs (State Transportation Improvement Program [STIP], California Transportation Commission Local Programs through Senate Bill 1 [SB1]. The County also could pursue funding for affordable and workforce housing construction through programs offered by the United States Department of Agriculture (USDA) Rural Housing Services and the California Coalition for Rural Housing (CCRH).

APPENDICES:

Appendix A: Detailed Financial Feasibility Pro Forma by Opportunity Site

Appendix B: Feasibility Development, Cost, and Revenue Assumptions

APPENDIX A:

Detailed Financial Feasibility Pro Forma by Opportunity Site

Table A-1 Feasibility Analysis Pro Forma: Warehouse Reuse (Northern Site)..... A-1

Table A-2 Feasibility Analysis Pro Forma: The Hatchery (Southern Site) A-2

Table A-3 Feasibility Analysis Pro Forma Revenue: The Hatchery (Southern Site) (2 pages) A-3

Table A-4 Feasibility Analysis Pro Forma Costs: The Hatchery (Southern Site) (2 pages) A-5

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Table A-1
Mariposa County
Mariposa Creek Parkway
Feasibility Analysis Pro Forma: Warehouse Reuse (Northern Site)

Warehouse Reuse (Northern Site)

Item	General Assumptions	Warehouse Reuse (Northern Site) Scenario 1	% of Total	Scenario 2	% of Total
DEVELOPMENT PROGRAM ASSUMPTIONS [1]					
Site Acres		0.8	-	0.8	-
Land Use		Retail		Office/Flex	
Gross Building Sq. Ft.		5,600	-	5,600	-
Net Leasable/Saleable Sq. Ft.		5,600	-	5,600	-
Type of Parking		surface	-	surface	-
No. of Parking Spaces		10	-	10	-
REVENUE ASSUMPTIONS [2]					
Commercial					
Gross Potential Income per Year		$114,240	8.8%	$100,800	8.8%
Less Vacancy [3]	0.0%	-	0.0%	-	0.0%
Less Operating & Maintenance Expenses	20.0%	($22,848)	(1.8%)	($20,160)	(1.8%)
Net Annual Income		$91,392	7.0%	$80,640	7.0%
Capitalized Value					
Cap Rate	7.0%	-	-	-	-
Total Estimate Revenue (Building Value)		**$1,305,600**	**100.0%**	**$1,152,000**	**100.0%**
COST ASSUMPTIONS [2]					
Direct Building Construction Costs					
Required Infrastructure Costs [4]		$2,615,800	58.8%	$2,615,800	58.8%
Site Work [4]		$9,059	0.2%	$9,059	0.2%
Adaptive Reuse Building Construction Costs		$924,000	20.8%	$924,000	20.8%
Total Parking Cost		$60,000	1.3%	$60,000	1.3%
Total Direct Building Construction Costs		**$3,608,859**	**81.1%**	**$3,608,859**	**81.1%**
Other Soft Costs					
As a % of Direct Costs [5]	20.0%	-	-	-	
Total Other Soft Costs		**$721,772**	**16.2%**	**$721,772**	**16.2%**
Financing					
Interest (7.0%, 50% LTC, 50% Outstanding)		$75,786	1.7%	$75,786	1.7%
Fees (2.0% of loan amount)		$43,306	1.0%	$43,306	1.0%
Total Financing Costs		**$119,092**	**2.7%**	**$119,092**	**2.7%**
Total Estimated Costs		**$4,449,723**	**100.0%**	**$4,449,723**	**100.0%**
RESIDUAL LAND VALUE		**($3,144,123)**		**($3,297,723)**	
Per Acre		**($3,804,389)**		**($3,990,245)**	
As a % of Value		**(240.8%)**		**(286.3%)**	

Source: Provost & Pritchard Consulting Group; EPS.

[1] See Table B-1.
[2] See Table B-3.
[3] Assumes no vacancy due to the small size of the project and demand within the County.
[4] Required infrastructure costs and site work provided by Provost & Pritchard Consulting Group as of November 9, 2023.
[5] These estimates are assumed to includes architecture and engineering costs and development fees.

Table A-2
Mariposa County
Mariposa Creek Parkway
Feasibility Analysis Pro Forma: The Hatchery (Southern Site)

The Hatchery (Southern Site)

Item	The Hatchery (Southern Site)					
	Scenario 1		**Scenario 2**		**Scenario 3**	
	Office/Flex + Afford. Apts. + Triplex	% of Total	Office/Flex + Market Rate Apts. + SFR	% of Total	Office/Flex + Work Force Housing + Duplex	% of Total
Development Program Assumptions [1]						
Land Use Type 1 (The Hatchery)	Office/Flex	-	Office/Flex	-	Office/Flex	-
Land Use Type 2 (Residential)	Affordable Apts	-	Market Rate Apts	-	Workforce Housing	-
al)	Triplex	-	Single Family Residential	-	Duplex	-
Revenue Assumptions [2]						
Subtotal Land Use 1 Revenue	$3,672,000	17.4%	$3,672,000	15.3%	$3,672,000	17.3%
Subtotal Land Use 2 Revenue	$11,255,236	53.3%	$16,551,818	69.0%	$13,903,527	65.7%
Subtotal Land Use 3 Revenue	$6,185,455	29.3%	$3,762,000	15.7%	$3,591,000	17.0%
Total Estimated Revenue	**$21,112,691**	**100.0%**	**$23,985,818**	**100.0%**	**$21,166,527**	**100.0%**
Cost Assumptions [3]						
Subtotal Land Use 1 Costs	$11,235,141	30.0%	$11,235,141	29.8%	$11,235,141	29.7%
Subtotal Land Use 2 Costs	$17,076,329	45.6%	$17,432,244	46.3%	$17,432,244	46.1%
Subtotal Land Use 3 Costs	$9,127,553	24.4%	$9,003,267	23.9%	$9,127,553	24.2%
Total Estimated Costs	**$37,439,023**	**100.0%**	**$37,670,651**	**100.0%**	**$37,794,938**	**100.0%**
GRAND TOTAL RESIDUAL LAND VALUE	**($16,326,332)**	-	**($13,684,833)**	-	**($16,628,411)**	-
As a % of Value	**(77.3%)**	-	**(57.1%)**	-	**(78.6%)**	-
Land Use 1 Residual Land Value	($7,563,141)	-	($7,563,141)	-	($7,563,141)	-
As a % of Value	(206.0%)	-	(206.0%)	-	(206.0%)	-
Land Use 2 Residual Land Value	($5,821,093)	-	($880,426)	-	($3,528,717)	-
As a % of Value	(51.7%)	-	(5.3%)	-	(25.4%)	-
Land Use 3 Residual Land Value	($2,942,099)	-	($5,241,267)	-	($5,536,553)	-
As a % of Value	(47.6%)	-	(139.3%)	-	(154.2%)	-

Source: EPS.

[1] See Table B-2.
[2] See Table A-3.
[3] See Table A-4.

Table A-3
Mariposa County
Mariposa Creek Parkway
Feasibility Analysis Pro Forma Revenue: The Hatchery (Southern Site)

The Hatchery (Southern Site) Revenue Estimates

Item	General Assump.	The Hatchery (Southern Site) Scenario 1: Office/Flex + Afford. Apts. + Triplex	% of Total	Scenario 2: Office/Flex + Market Rate Apts. + SFR	% of Total	Scenario 3: Office/Flex + Work Force Housing + Duplex	% of Total
DEVELOPMENT PROGRAM ASSUMPTIONS [1]							
Site Acres		3.5	-	3.5	-	3.5	-
Land Use Type 1 (The Hatchery)							
Land Use		Office/Flex		Office/Flex		Office/Flex	
Gross Building Sq. Ft.		21,000	-	21,000	-	21,000	-
Net Leasable/Saleable Sq. Ft.		17,850	-	17,850	-	17,850	-
No. of Parking Spaces		60	-	60	-	60	-
Land Use Type 2 (Residential)							
Land Use		Affordable Apts	-	Market Rate Apts	-	Workforce Housing	-
No. of Units/Sq. Ft.		40		26		34	
Gross Building Sq. Ft.		51,000	-	51,000	-	51,000	-
Net Leasable/Saleable Sq. Ft.		43,350	-	43,350	-	43,350	-
No. of Parking Spaces		70	-	70	-	70	-
Land Use Type 3 (Residential)							
Land Use		Triplex	-	Single Family Residential	-	Duplex	-
No. of Units/Sq. Ft.		12		7		9	
Gross Building Sq. Ft.		18,000	-	18,000	-	18,000	-
Net Leasable/Saleable Sq. Ft.		16,200	-	-	-	18,000	-
No. of Parking Spaces		-	-	-	-	-	-
Type of Parking		surface	-	surface	-	surface	-

Table A-3
Mariposa County
Mariposa Creek Parkway
Feasibility Analysis Pro Forma Revenue: The Hatchery (Southern Site)

The Hatchery (Southern Site) Revenue Estimates

Item	General Assump.	The Hatchery (Southern Site) Scenario 1: Office/Flex + Afford. Apts. + Triplex	% of Total	Scenario 2: Office/Flex + Market Rate Apts. + SFR	% of Total	Scenario 3: Office/Flex + Work Force Housing + Duplex	% of Total
REVENUE ASSUMPTIONS [2]							
Land Use Type 1 (The Hatchery)							
Gross Potential Income per Year		$321,300	1.5%	$321,300	1.3%	$321,300	1.5%
Less Vacancy [3]	0.0%	-	-	-	-	-	-
Less Operating & Maintenance Expenses	20.0%	($64,260)	(0.3%)	($64,260)	(0.3%)	($64,260)	(0.3%)
Net Annual Income		$257,040	1.2%	$257,040	1.1%	$257,040	1.2%
Capitalized Value							
Cap Rate	7.0%	-	-	-	-	-	-
Total Building Value		**$3,672,000**	**17.4%**	**$3,672,000**	**15.3%**	**$3,672,000**	**17.3%**
Land Use Type 2 (Rental Residential)							
Gross Potential Income per Year		$884,340	4.2%	$1,300,500	5.4%	$1,092,420	5.2%
Less Vacancy [3]	0.0%	-	-	-	-	-	-
Less Operating & Maintenance Expenses	30.0%	($265,302)	(1.3%)	($390,150)	(1.6%)	($327,726)	(1.5%)
Net Annual Income		$619,038	2.9%	$910,350	3.8%	$764,694	3.6%
Capitalized Value							
Cap Rate	5.5%	-	-	-	-	-	-
Total Building Value		**$11,255,236**	**53.3%**	**$16,551,818**	**69.0%**	**$13,903,527**	**65.7%**
Land Use Type 3 (Rental Residential)							
Gross Potential Income per Year		$486,000	2.3%	-	0.0%	-	0.0%
Less Vacancy [3]	0.0%	-	-	-	-	-	-
Less Operating & Maintenance Expenses	30.0%	($145,800)	(0.7%)	-	-	-	-
Net Annual Income		$340,200	1.6%	$0	0.0%	$0	0.0%
Capitalized Value							
Cap Rate	5.5%	-	-	-	-	-	-
Total Building Value		**$6,185,455**	**29.3%**	**$0**	**0.0%**	**$0**	**0.0%**
Land Use Type 3 (Ownership Residential)							
Total Sales Price		-	0.0%	$3,960,000	16.5%	$3,780,000	17.9%
Less Marketing/Commissions	5.0%	-	-	($198,000)	(0.8%)	($189,000)	(0.9%)
Net Total For-Sale Revenue		**-**	**0.0%**	**$3,762,000**	**15.7%**	**$3,591,000**	**17.0%**
TOTAL ESTIMATED REVENUE		**$21,112,691**	**100.0%**	**$23,985,818**	**100.0%**	**$21,166,527**	**100.0%**

Source: EPS.

[1] See Table B-2.
[2] See Table B-3.
[3] Assumes no vacancy due to the small size of the project and demand within the County.

Table A-4
Mariposa County
Mariposa Creek Parkway
Feasibility Analysis Pro Forma Costs: The Hatchery (Southern Site)

The Hatchery (Southern Site) Cost Estimates

Item	General Assump.	The Hatchery (Southern Site) Scenario 1: Office/Flex + Afford. Apts. + Triplex	% of Total	Scenario 2: Office/Flex + Market Rate Apts. + SFR	% of Total	Scenario 3: Office/Flex + Work Force Housing + Duplex	% of Total
DEVELOPMENT PROGRAM ASSUMPTIONS [1]							
Site Acres		3.5	-	3.5	-	3.5	-
Land Use Type 1 (The Hatchery)							
Land Use		Office/Flex		Office/Flex		Office/Flex	
Gross Building Sq. Ft.		21,000	-	21,000	-	21,000	-
Net Leasable/Saleable Sq. Ft.		17,850	-	17,850	-	17,850	-
No. of Parking Spaces		60	-	60	-	60	-
Land Use Type 2 (Residential)							
Land Use		Affordable Apts	-	Market Rate Apts	-	Workforce Housing	-
No. of Units/Sq. Ft.		40		26		34	
Gross Building Sq. Ft.		51,000	-	51,000	-	51,000	-
Net Leasable/Saleable Sq. Ft.		43,350	-	43,350	-	43,350	-
No. of Parking Spaces		70	-	70	-	70	-
Land Use Type 3 (Residential)							
Land Use		Triplex	-	ngle Family Residential	-	Duplex	-
No. of Units/Sq. Ft.		12		7		9	
Gross Building Sq. Ft.		18,000	-	18,000	-	18,000	-
Net Leasable/Saleable Sq. Ft.		16,200	-	18,000	-	18,000	-
No. of Parking Spaces		-	-	-	-	-	-
Type of Parking		surface	-	surface	-	surface	-
COST ASSUMPTIONS [2]							
Land Use 1							
Direct Building Construction Costs							
Required Infrastructure Costs [3]		$3,901,938	10.4%	$3,901,938	10.4%	$3,901,938	10.3%
Site Work [3]		$7,633	0.0%	$7,633		$7,633	
Building Construction Costs		$3,780,000	10.1%	$3,780,000	10.0%	$3,780,000	10.0%
Total Parking Cost		$360,000	1.0%	$360,000	1.0%	$360,000	1.0%
Total Direct Building Construction Costs		**$8,049,571**	**21.5%**	**$8,049,571**	**21.4%**	**$8,049,571**	**21.3%**
Other Soft Costs [4]							
As a % of Direct Costs	20.0%	-		-		-	
Total Other Soft Costs		**$1,609,914**	**4.3%**	**$1,609,914**	**4.3%**	**$1,609,914**	**4.3%**
Financing							
Interest (7.0%, 50% LTC, 50% Outstanding)		$236,657	0.6%	$236,657	0.6%	$236,657	0.6%
Fees (2.0% of loan amount)		$135,233	0.4%	$135,233	0.4%	$135,233	0.4%
Total Financing Costs		**$371,890**	**1.0%**	**$371,890**	**1.0%**	**$371,890**	**1.0%**
Builder Fee							
As a % of All Costs	12.0%	-	-	-	-	-	-
Total Builder Fee		**$1,203,765**	**3.2%**	**$1,203,765**	**3.2%**	**$1,203,765**	**3.2%**
Subtotal Land Use 1 Costs		**$11,235,141**	**30.0%**	**$11,235,141**	**29.8%**	**$11,235,141**	**29.7%**

Table A-4
Mariposa County
Mariposa Creek Parkway
Feasibility Analysis Pro Forma Costs: The Hatchery (Southern Site)

The Hatchery (Southern Site) Cost Estimates

Item	General Assump.	The Hatchery (Southern Site) Scenario 1: Office/Flex + Afford. Apts. + Triplex	% of Total	Scenario 2: Office/Flex + Market Rate Apts. + SFR	% of Total	Scenario 3: Office/Flex + Work Force Housing + Duplex	% of Total
Land Use 2							
Direct Building Construction Costs							
Required Infrastructure Costs [3]		$3,901,938	10.4%	$3,901,938	10.4%	$3,901,938	10.3%
Site Work [3]		$7,633	0.0%	$7,633	0.0%	$7,633	0.0%
Building Construction Costs		$7,905,000	21.1%	$8,160,000	21.7%	$8,160,000	21.6%
Total Parking Cost		$420,000	1.1%	$420,000	1.1%	$420,000	1.1%
Total Direct Building Construction Costs		**$12,234,571**	**32.7%**	**$12,489,571**	**33.2%**	**$12,489,571**	**33.0%**
Other Soft Costs [4]							
As a % of Direct Costs	20.0%	-	-	-	-	-	-
Total Other Soft Costs		**$2,446,914**	**6.5%**	**$2,497,914**	**6.6%**	**$2,497,914**	**6.6%**
Financing							
Interest (7.0%, 50% LTC, 50% Outstanding)		$359,696	1.0%	$367,193	1.0%	$367,193	1.0%
Fees (2.0% of loan amount)		$205,541	0.5%	$209,825	0.6%	$209,825	0.6%
Total Financing Costs		**$565,237**	**1.5%**	**$577,018**	**1.5%**	**$577,018**	**1.5%**
Builder Fee							
As a % of All Costs	12.0%	-	-	-	-	-	-
Total Builder Fee		**$1,829,607**	**4.9%**	**$1,867,740**	**5.0%**	**$1,867,740**	**4.9%**
Subtotal Land Use 2 Costs		**$17,076,329**	**45.6%**	**$17,432,244**	**46.3%**	**$17,432,244**	**46.1%**
Land Use 3							
Direct Building Construction Costs							
Required Infrastructure Costs [3]		$3,901,938	10.4%	$3,901,938	10.4%	$3,901,938	10.4%
Site Work [3]		$7,633	0.0%	$7,633		$7,633	
Building Construction Costs		$2,700,000	7.2%	$2,610,000	6.9%	$2,700,000	7.1%
Total Parking Cost		$0	0.0%	$0	0.0%	$0	0.0%
Total Direct Building Construction Costs		**$6,609,571**	**17.7%**	**$6,519,571**	**17.3%**	**$6,609,571**	**17.5%**
Other Soft Costs [4]							
As a % of Direct Costs	20.0%	-	-	-	-	-	-
Total Other Soft Costs		**$1,321,914**	**3.5%**	**$1,303,914**	**3.5%**	**$1,321,914**	**3.5%**
Financing							
Interest (7.0%, 50% LTC, 50% Outstanding)		$138,801	0.4%	$136,911	0.4%	$138,801	0.4%
Fees (2.0% of loan amount)		$79,315	0.2%	$78,235	0.2%	$79,315	0.2%
Total Financing Costs		**$218,116**	**0.6%**	**$215,146**	**0.6%**	**$218,116**	**0.6%**
Builder Fee							
As a % of All Costs	12.0%	-	-	-	-	-	-
Total Builder Fee		**$977,952**	**2.6%**	**$964,636**	**2.6%**	**$977,952**	**2.6%**
Subtotal Land Use 3 Costs		**$9,127,553**	**24.4%**	**$9,003,267**	**23.9%**	**$9,127,553**	**24.2%**
GRAND TOTAL COSTS		**$37,439,023**	**100.0%**	**$37,670,651**	**100.0%**	**$37,794,938**	**100.0%**

Source: Provost & Pritchard Consulting Group; EPS.

[1] See Table B-1.
[2] See Table B-3.
[3] Required infrastructure costs provided by Provost & Pritchard Consulting Group as of November 9, 2023. These estimates are assumed to include site work estimates and have been divided evenly between the three land use types.
[4] These estimates are assumed to include architecture and engineering costs and development fees.

APPENDIX B:

Feasibility Development, Cost, and Revenue Assumptions

Table B-1	Development Assumptions: Warehouse Reuse (Northern Site)	B-1
Table B-2	Development Assumptions: The Hatchery (Southern Site)	B-2
Table B-3	Development Cost and Revenue Assumptions	B-3
Table B-4	Multifamily Comparable Properties	B-4
Table B-5	Retail Comparable Properties	B-5
Table B-6	Office Comparable Properties	B-6

Table B-1
Mariposa County
Mariposa Creek Parkway
Development Assumptions: Warehouse Reuse (Northern Site)

Item	Warehouse Reuse (Northern Site)	
	Scenario 1	Scenario 2
EXISTING DEVELOPMENT		
Site Acres	0.8	0.8
Site Gross Sq. Ft.	36,000	36,000
Existing Structure Sq. Ft.	5,600	5,600
DEVELOPMENT PROGRAM ASSUMPTIONS		
Proposed Reuse Type	Retail	Office/Flex
Gross Building Area (Sq. Ft.)	5,600	5,600
Net Leasable/Saleable Sq. Ft.	5,600	5,600
Parking Type	surface	surface
No. of Parking Spaces [1]	10	10

Source: SERA; EPS.

[1] Estimated by SERA.

Table B-2
Mariposa County
Mariposa Creek Parkway
Development Assumptions: The Hatchery (Southern Site)

Item	The Hatchery (Southern Site)		
	Scenario 1	Scenario 2	Scenario 3
EXISTING DEVELOPMENT			
Site Acres	3.5	3.5	3.5
Site Sq. Ft.	150,500	150,500	150,500
Area to be Paved (Sq. Ft.)	68,000	68,000	68,000
Area to be Landscaped (Sq. Ft.)	34,500	34,500	34,500
DEVELOPMENT PROGRAM ASSUMPTIONS			
Parking			
Parking Type	surface	surface	surface
Land Use Type 1 (The Hatchery)			
Land Use	Office/Flex	Office/Flex	Office/Flex
Bldg. Sq. Ft.	21,000	21,000	21,000
Gross Building Area (Sq. Ft.)	21,000	21,000	21,000
Net Leasable/Saleable Sq. Ft.	17,850	17,850	17,850
Total Parking Spaces	60	60	60
Land Use Type 2 (Housing Site 1)			
Land Use	Affordable Apts	Market Rate Apts	Workforce Housing
Tenure	Rental	Rental	Rental
Stories	2	2	2
No. of Units	40	26	34
Avg. Unit Sq. Ft.	1,080	1,670	1,280
Gross Building Area (Sq. Ft.) [1]	51,000	51,000	51,000
Net Leasable/Saleable Sq. Ft.	43,350	43,350	43,350
Total Parking Spaces	70	70	70
Land Use Type 3 (Housing Site 2)			
Land Use	Triplex	Single Family Residential	Duplex
Tenure	Rental	Ownership	Ownership
Stories	1	1	1
No. of Units	12	7	9
Avg. Unit Sq. Ft.	1,350	2,570	2,000
Gross Building Area (Sq. Ft.)	18,000	18,000	18,000
Net Leasable/Saleable Sq. Ft.	16,200	18,000	18,000

Source: SERA; EPS.

[1] Assumes efficiency rates of 85% for multifamily apartments 90% for the multifamily triplex.

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Table B-3
Mariposa County
Mariposa Creek Parkway
Development Cost and Revenue Assumptions

Cost and Revenue Assumptions

Item	Assumptions	General Assumptions	Land Use Type: Multifamily Low-Rise Rental: Affordable [1] [2]	Multifamily Low-Rise Rental: Market Rate Apartments [2] [3]	Multifamily Low-Rise Rental: Workforce Housing [2] [3]	Multifamily Low-Rise Rental: Triplex [2] [3]	Market Rate Ownership Product: Duplex [4]	Market Rate Ownership Product: SFR [4]	Commercial: Office / Flex [2]	Commercial: Retail / Adaptive Reuse (<12,500 Sq. Ft.) [2] [5]
Market Rate Revenue Assumptions										
Residential Revenue	monthly per leasable/saleable sq. ft.	-	$1.70	$2.50	$2.10	$2.50	$210	$220	-	-
Commercial Revenue	per leasable sq. ft./month	-	-	-	-	-	-	-	$1.50	$1.70
Cap Rates [6]										
Residential		5.5%	-	-	-	-	-	-		-
Retail/Office		7.0%	-	-	-	-	-	-		-
Construction Cost Assumptions										
Building Construction Cost [2]	per gross building sq. ft.		$155	$160	$160	$150	$150	$145	$180	-
Adaptive Reuse Construction Cost [7]			-	-	-	-	-	-	-	$165
Parking Construction Cost										
Surface [7]	per space	$6,000	-	-	-	-	-	-	-	-

Source: CoStar; RedFin; California Department of Housing and Community Development (HCD); Saylor Current Constructions Costs 2020; Engineering News & Record Construction Cost Index (CCI); Victoria Transport Policy Institute; WGI Parking Solutions; CBRE United States Cap Rate Survey H1 2023; EPS.

[1] Affordable rent estimate is for a Low Income household (households earning between 50% to 80% of the County's median income based on the 2023 income limits from the California Department of Housing and Community Development for a household size of 2.

[2] Building construction costs for apartments and office/flex uses per Saylor for 2020 are adjusted using the index for the State of California average of 92% and escalated to 2023 dollars per the CCI March to March of 15.6%. Construction costs for single family home, duplex, and triplex per conversations with developers and Fixr.com.

[3] Multifamily rental rates are based on HCD's estimated housing costs for Mariposa County for moderate income household of 2 divided by the average unit square footage for properties located in Mariposa County and the broader area as shown in Table B-4 per CoStar.

[4] Sales per square foot based on averages for townhomes, single family, and 2-to-4 unit buildings in the counties of Mariposa, Merced, and Tuolumne for 2023 from RedFin.

[5] Retail lease rates (rounded) per CoStar as shown in Table B-5.

[6] Cap rates based on averages for more rural areas within the U.S. from CBRE's United States Cap Rate Survey H1 2023.

[7] Adaptive reuse construction costs based on a study previously completed by EPS in 2017 for an adaptive reuse project. Cost estimates were made by Spectra Company, a contractor specializing in adaptive reuse of historic structures, for the redevelopment of a warehouse space into creative office space. This estimate has been escalated to 2023 dollars per the CCI March to March of 23.5%.

[8] Parking cost estimates per the Victoria Transport Policy Institute Comprehensive Parking Supply, Cost and Pricing Analysis from August 3, 2023 and WGI Parking Solutions Parking Structure Cost Outlook for 2022.

Table B-4
Mariposa County
Mariposa Creek Parkway
Multifamily Comparable Properties

Item	Project Name		City	Multifamily Residential Year Built/ Renovated	Total Number of Units	Avg. Unit Sq. Ft.	Avg. Density (DU/acre)	Average Mo. Rent	Rent per Sq. Ft.
Multifamily Apartments									
49484 Road 426	Creekside Apartments		Oakhurst	1958	7	896	6.4	$1,481	$1.65
49221 Vista Heights Ln	Vista Heights		Oakhurst	NA	60	750	16.0	$1,232	$1.64
20230 Grouse Way	Quail Hollow Apartments		Sonora	1986	252	731	15.4	$1,213	$1.66
40809 Winding Way		-	Oakhurst	1967	6	1,111	1.4	$956	$0.86
14540 Lolly Ln	Mono Village		Sonora	1990	102	1,002	117.8	$949	$0.95
91 Summit Ave	Hillcrest House Apartments		Sonora	1969	28	675	26.4	$757	$1.12
5210 Hospital Rd		-	Mariposa	1986	18	700	7.2	$743	$1.06
Total/Weighted Average				**1976**	**473**	**795**	**27.2**	**$1,114**	**$1.44**

Source: CoStar; EPS.

Table B-5
Mariposa County
Mariposa Creek Parkway
Retail Comparable Properties

Item	Project Name	City	Retail <12,500 Sq. Ft. Year Built/ Renovated	Retail <12,500 Sq. Ft. Rentable Building Area	Retail <12,500 Sq. Ft. Total Estimated Average Monthly Rent	Retail <12,500 Sq. Ft. Total Estimated Average Monthly Rent per SF
Retail <12,500 Sq. Ft.						
6386 Greeley Hill Rd	Greeley Hill Market & Shell Gas Station	Coulterville	1988	12,312	$20,428	$1.66
4996-4998 7th St	Historic Lourvre Building	Mariposa	-	7,250	$13,132	$1.81
5053 California 140	Mariposa Fruit And Nut Company	Mariposa	-	6,832	$12,374	$1.81
5022 Highway 140	-	Mariposa	2005	5,804	$10,512	$1.81
6364 Greeley Hill Rd	True Value	Coulterville	1993	5,278	$9,560	$1.81
5028 State Highway 140	Do it Best	Mariposa	-	3,978	$5,195	$1.31
4984 Bear Valley Rd	-	Mariposa	-	3,500	$4,556	$1.30
5026 Highway 140	-	Mariposa	-	2,300	$4,166	$1.81
5040-5042 Hwy 140	-	Mariposa	-	2,127	$3,853	$1.81
2394-2621 Triangle Rd	-	Mariposa	-	2,000	$2,657	$1.33
6629 State Highway 140	-	Midpines	-	1,773	$2,355	$1.33
5038 Hwy 140	-	Mariposa	2008	1,698	$3,108	$1.83
5015 Main St	-	Coulterville	1920	1,587	$2,874	$1.81
3292 E Westfall Rd	Ocean Sierra	Mariposa	-	1,140	$1,514	$1.33
5031 Highway 140	The Corner Store	Mariposa	-	1,101	$1,994	$1.81
5008 Hwy 140	-	Mariposa	-	995	$1,802	$1.81
5110 Jesse St	-	Mariposa	-	706	$1,279	$1.81
Total/Weighted Average			**1983**	**60,381**	**$10,319**	**$1.68**

Source: CoStar; EPS.

Table B-6
Mariposa County
Mariposa Creek Parkway
Office Comparable Properties

Item	City	20,000 Sq. Ft.< Office < 30,000 Sq. Ft.			
		Year Built/ Renovated	Rentable Building Area	Total Estimated Average Monthly Rent	Total Estimated Average Year Rent per SF
Office					
480 Service Rd	Ceres	2001	11,362	$16,224	$1.43
139 W El Portal Dr	Merced	2005	14,112	$22,697	$1.61
3349 G St	Merced	2005	12,000	$20,055	$1.67
3172 M St	Merced	2017	15,500	$22,430	$1.45
711 S Yosemite Ave	Oakdale	2002	11,250	$15,197	$1.35
49063 Road 426	Oakhurst	2000	19,000	$34,200	$1.80
49260 Chapel Hill Dr	Oakhurst	2014	10,060	$12,910	$1.28
5351 Pirrone Rd	Salida	2000	11,960	$16,525	$1.38
14520 Mono Way	Sonora	2006	22,000	$33,000	$1.50
133 Old Wards Ferry Rd	Sonora	2001	19,400	$27,750	$1.43
3131 Colorado Ave	Turlock	2022	10,944	$15,563	$1.42
2300 Maryann Dr	Turlock	2009	15,294	$21,788	$1.42
951 E Monte Vista Ave	Turlock	2006	10,036	$15,046	$1.50
953-959 E Monte Vista Ave	Turlock	2006	13,575	$20,606	$1.52
Total/Weighted Average		**2007**	**196,493**	**$22,595**	**$1.50**

Source: CoStar; EPS.

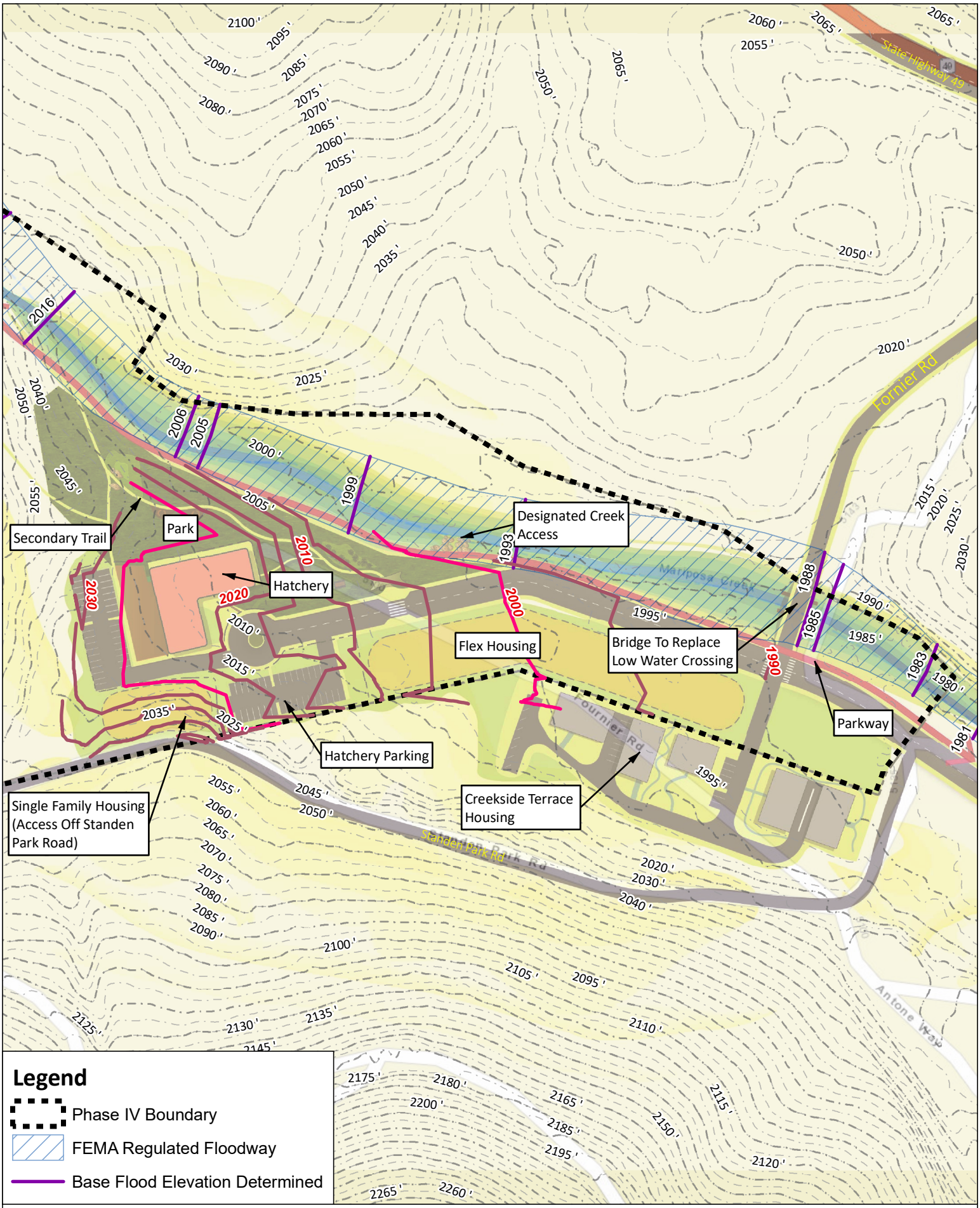

Figure 7.1 FEMA and Topographic Information South

Mariposa Creek Parkway - Phase 4 Special Plan

PROVOST& PRITCHARD

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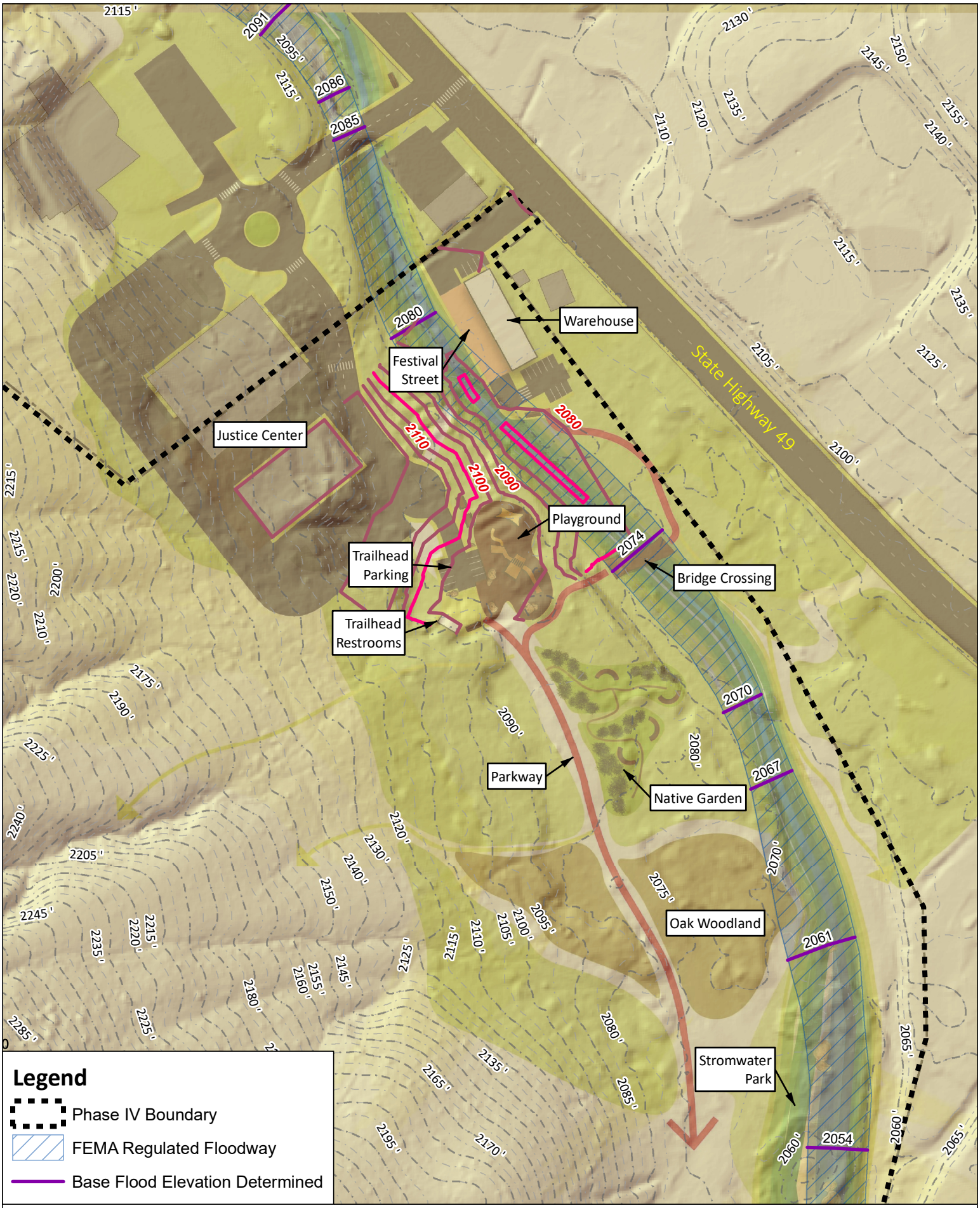

Figure 7.2 - FEMA and Topographic Information North

Mariposa Creek Parkway - Phase 4 Special Plan

PROVOST& PRITCHARD

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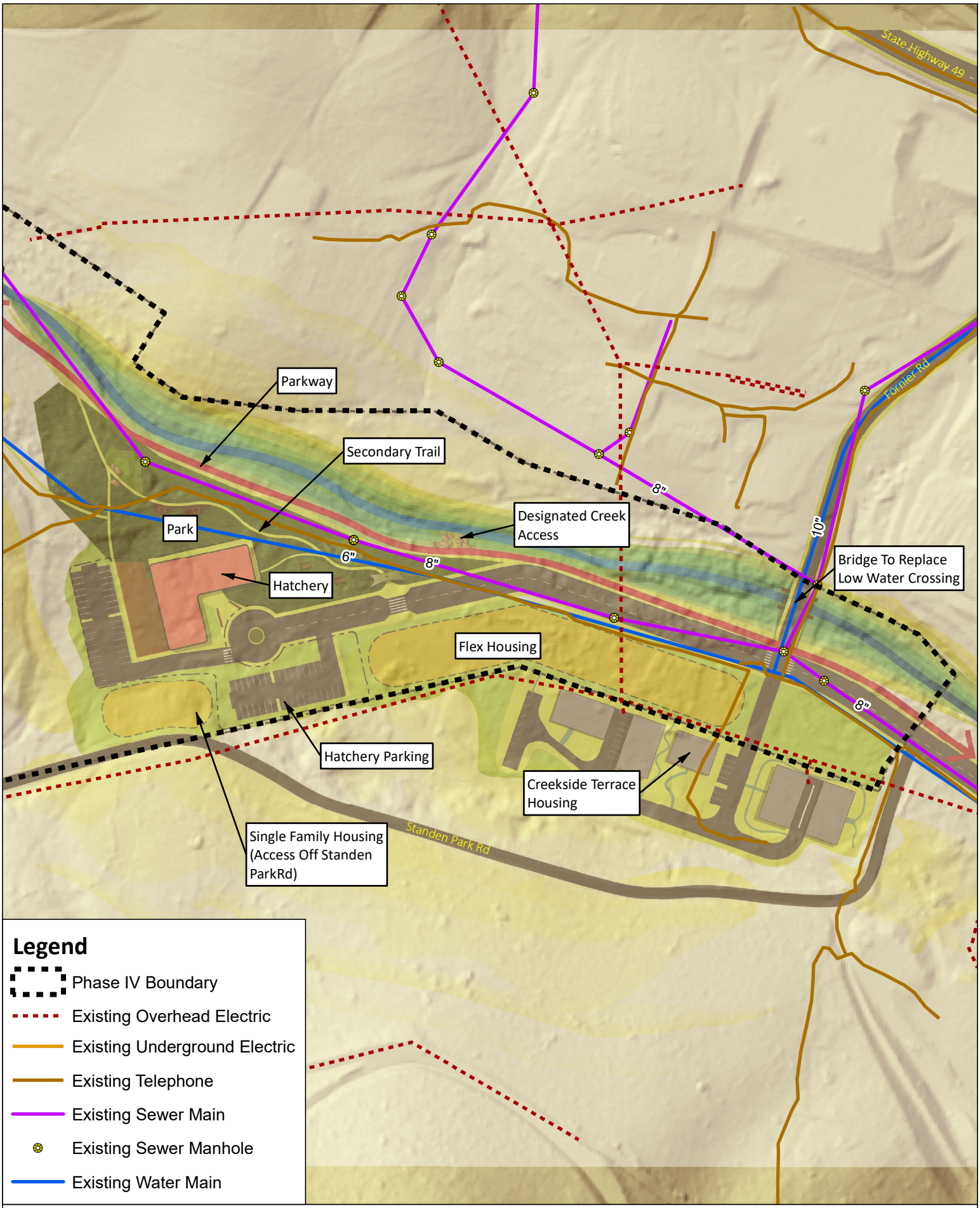

Figure 7.3 - Existing Utility Connections South

Mariposa Creek Parkway - Phase 4 Special Plan

PROVOST& PRITCHARD

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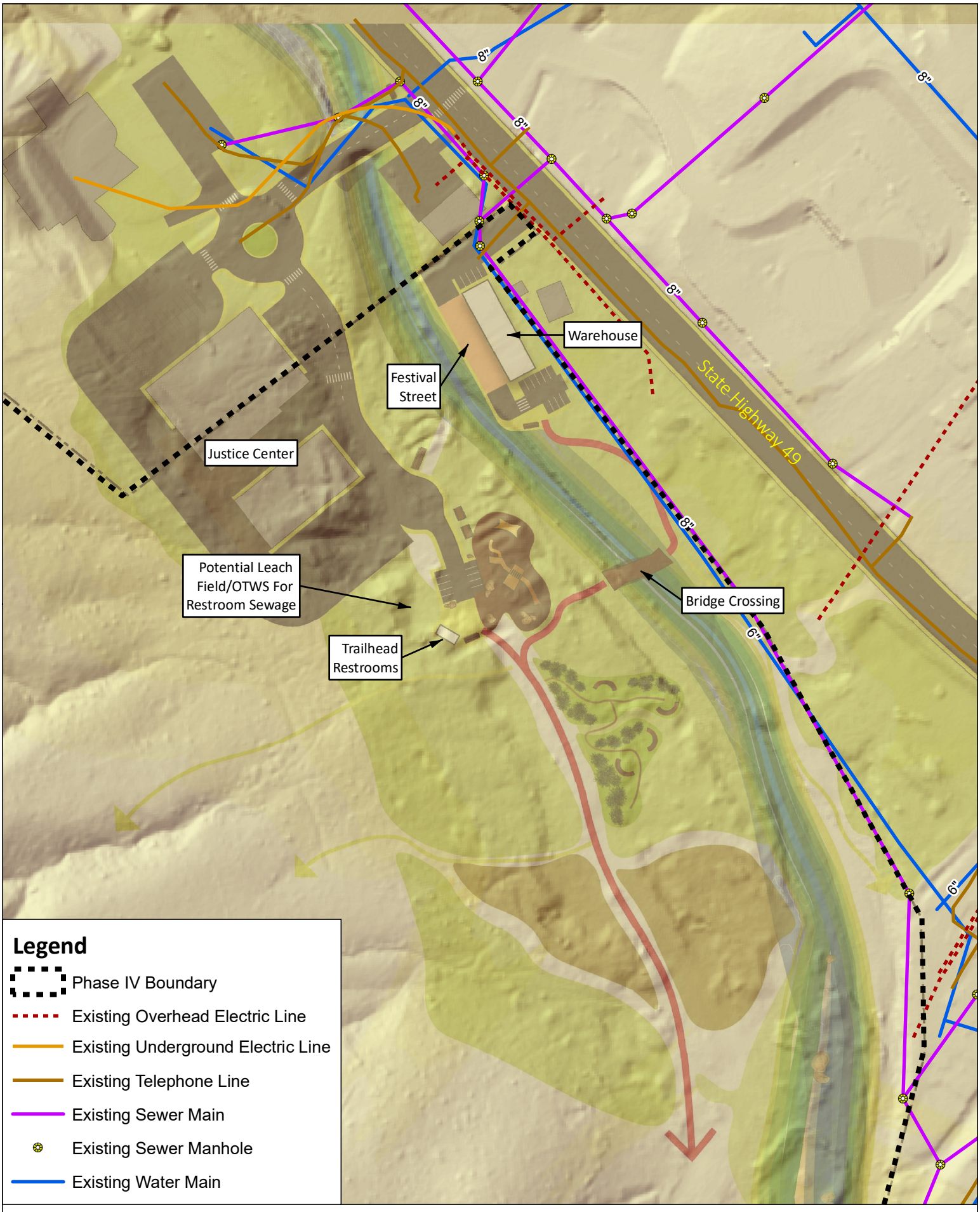

Figure 7.4 - Existing Utility Connections North

Mariposa Creek Parkway - Phase 4 Special Plan

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PROVOST& PRITCHARD
CONSULTING GROUP
An Employee Owned Company

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

SERA ARCHITECTS
MARIPOSA CREEK PARKWAY PHASE IV SPECIAL PLAN

November 9, 2023

ITEM NO.	BID ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	SUBTOTAL
SOUTHERN AREA					**$11,713,448**
1	Tree Removal	1	LS		$0
2	Earthwork	4,580	CY	$5	$22,898
3	Roadway Extension and parking areas	61,825	SF	$30	$1,854,750
4	4' concrete sidewalk	1,000	LF	$60	$60,000
5	Fournier Road improvements from Joe Howard St/17th St	1	LS	$4,779,000	$4,779,000
6	Fournier Rd. Creek Crossing 90' span x 26' wide x 2' deep	1	LS	$3,736,800	$3,736,800
7	8" water main upgrades	4,000	LF	$250	$1,000,000
8	6" water main	595	LF	$200	$119,000
9	Water Service Meters	3	EA	$6,500	$19,500
10	Fire Hydrant	1	EA	$3,500	$3,500
11	8" sanitary sewer	540	LF	$200	$108,000
12	48" sanitary sewer manhole	2	EA	$5,000	$10,000
					$0
NORTHERN AREA					**$2,624,859**
1	Tree Removal	1	LS		$0
2	Earthwork	1,812	CY	$5	$9,059
3	Access drives and parking areas	24,460	SF	$30	$733,800
4	Frontage Street	6,700	SF	$35	$234,500
5	Unisex Restroom Building	1	LS	$200,000	$200,000
6	Playground & Exercise Equipment	15,300	SF	$50	$765,000
7	Trailhead Restroom Building	1	LS	$250,000	$250,000
8	Pedestrian bridge crossing 50' span 14' wide x 1.5' deep	700	SF	$500	$350,000
9	2" water service lateral	300	LF	$175	$52,500
10	6" Fire protection line	50	LF	$200	$10,000
11	6" sanitary sewer	50	LF	$200	$10,000
12	Trailhead Restroom Septic System	1	LS	$10,000	$10,000
					$0
Parkway					**$2,202,222**
1	Tree Removal	1	LS		$0
2	Earthwork	4,444	CY	$5	$22,222
3	Multiuse trail	60,000	SF	$20	$1,200,000
4	Pedestrian bridge (70' span 14' wide x 1.5' deep) Idle Wheels	980	SF	$500	$490,000
5	Pedestrian bridge (70' span 14' wide x 1.5' deep) Brown Bear	980	SF	$500	$490,000
				CONSTRUCTION TOTAL	**$16,540,530**

Existing Zones - General Commercial Uses

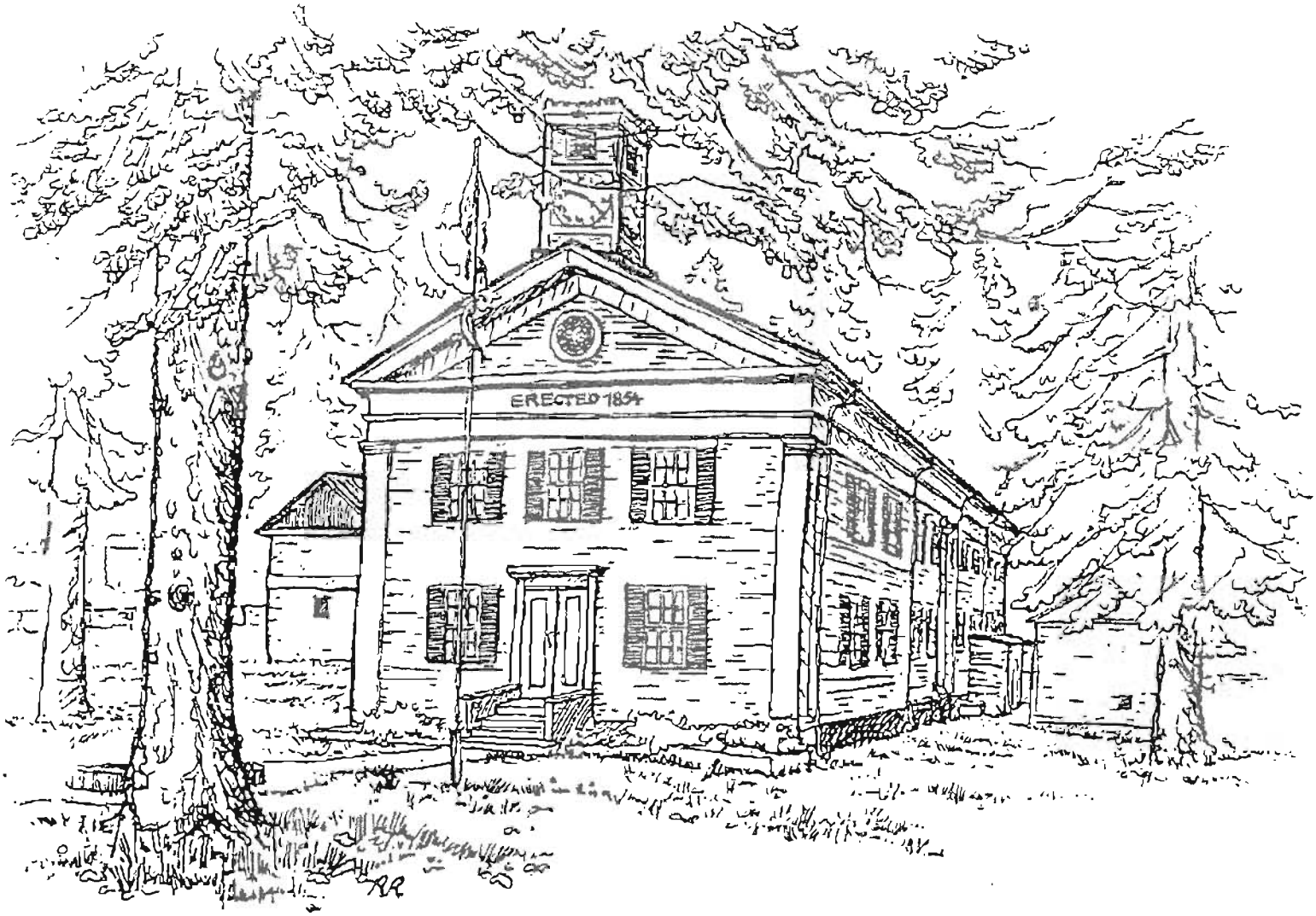
- Permitted Uses
  - **General retail sales** located within a building generally including the sale of food, clothing, hardware, drugs, liquor, general merchandise, artwork, antiques, auto parts and other uses of a similar character.
  - **Professional offices** of a service character located within a building including doctors, dentist, real estate sales, title company, attorney and other similar offices; photographic studios, printing and duplication services and other uses of a similar character.
  - Restaurants, drive-in restaurants, cocktail lounges, bowling alleys, movie theaters, lodge halls and other similar uses.
  - Hotels, motels, conference facilities and other similar tourist service facilities.
  - Dry cleaning establishments, laundromats, video rental and other similar miscellaneous uses.
  - A maximum of four residential units per parcel when an integral part of a commercial development.
  - Emergency shelters subject to the standards established in Section 3.29.
- Conditional Uses:
  - Any uses involving outside sales or storage areas.
  - Service stations.
  - Any use involving the bulk storage of flammable or hazardous materials.
  - Emergency medical care facilities, fire stations and other similar uses.
  - Single or multi-family residential uses in accordance with the density standards contained in the Multi-Family Residential classification
- Prohibited Uses:
  - All uses not listed as permitted or conditional shall be prohibited, except similar uses in compliance with Section 3.16.
- Minimum Lot Size/Density:
  - Minimum lot size shall be 9000 sq. ft. exclusive of road easements.

Existing Zones - Light Industrial - Uses

- Permitted uses:
  - Exterior and interior sales of equipment, building materials, hardware, machinery, automobiles and other similar uses.
  - Equipment and automobile rental yards and other similar uses.
  - Automotive and equipment repair, tire shops, muffler shops, auto glass shops, body shops and other similar uses.
  - Construction equipment yards, public utility yards, cabinet shops, electrical shops, plumbing shops, welding shops and other similar uses. e. Kennels, veterinarian services, animal hospitals.
  - Service stations, car washes and other similar uses.
  - Manufacturing of equipment, clothing, handicrafts, electrical components and other similar uses.
  - Warehousing and storage uses including ministorage, boat and R.V. storage and other similar uses.
  - Food processing including wineries, bottling plants and other similar uses.
  - Regional office facilities including insurance, advertising, design and similar offices
  - Electronic research laboratories.
  - High tech component manufacturing plants.
  - Forest Service and Regional Government Headquarters
  - Uses determined to be similar to and compatible with the above
  - One residential unit per parcel in conjunction with a light industrial use.
- Conditional Uses:
  - Bulk plants for the storage of petroleum products or other similar flammable or hazardous materials.
  - Commercial-recreational uses.
- Prohibited Uses:
  - All uses not listed as permitted or conditional shall be prohibited, except similar uses in compliance with Section 3.16.
- Minimum Lot Size/Density
  - Minimum lot size shall be 9,000 sq. ft. exclusive of road easements. Residential densities are not applicable to this classification

Existing Zones - SFR 9,000 sq ft - Uses

- Permitted Uses
  - One single family residence per parcel.
  - Residential accessory structures.
  - Residential care and day care facilities within a residence and serving six or less residents in accordance with the standards contained in Section 3.15{C).
  - Home occupations in accordance with the standards contained in Section 3.lS(A).
- Conditional Uses:
  - One secondary residence with a maximum size of 800 sq.ft. on parcels which comply with the minimum parcel size standard.
  - Churches.
  - Community parks and playgrounds.
  - Day care facilities within a residence and serving seven (7) to 12 children.
- Prohibited Uses:
  - All uses not listed as permitted or conditional shall be prohibited, except similar uses in compliance with Section 3.16.
- Minimum Lot Size/Density
  - Minimum lot size shall be 9,000 sq. ft. exclusive of road easements.
  - The maximum density shall be one single family residence per parcel including a secondary residence as provided for in this section.



Mariposa Town Planning Area

Specific Plan

SECTION 4.4 PARKS AND RECREATION

A. Background

While a specific definition for recreation is not easily derived, it is clear that recreation is very important to the lifestyle of residents of an area, and that the availability of recreational opportunities is one element which defines the character of a community. While preferences for recreational activities varies from individual to individual, the availability of a diversity of quality recreational facilities and opportunities which appeal to the varied residents of a community is an important goal, and one to which the Parks and Recreation Division of the County subscribes.

On a County-wide basis, a variety of organizations provide recreational opportunities for citizens and tourists, and the quality of the recreational resources and opportunities available is unquestionably high. Within the Mariposa Town Planning Area though, only one agency furnishes recreational facilities and programs. This is the Parks and Recreation Division of the Mariposa County Department of Public Works. This division manages all recreational facilities and programs offered by the County, as well as those within the town of Mariposa.

In general, the budget for the Parks and Recreation Division is comprised from County Funds. This budget includes funding for operational expenses and maintenance of existing facilities. In the past, funds for acquisition of park land and for special construction projects in Mariposa have come from the Future Plant Acquisition Budget (General Fund), from State Bond Acts (including both direct allocations and competitive grants), and from donatations by local civic organizations and businesses.

The goals for the County Parks and Recreation Program, which are applicable to the program for parks and recreation within the Mariposa Town Planning Area are as follows:

1. To provide adequate and equitably distributed recreation and leisure opportunities for residents which respect and enhance their quality of life.

    a. To offer opportunities for social interaction and development of social networks.
    b. To create and develop a community identity and to help residents develop loyalty to their hometown and to the county.
    c. To encourage health and fitness. To teach sportsmanship.

2. To enhance the economic well-being of Mariposa.

   a. To attract and capture the tourist dollar, providing quality experiences that are sought after and repeated.
   b. To lend additional value and function to supporting private investment.

3. To preserve, protect and enhance significant open space and environmentally distinctive areas.

   a. To educate residents and tourists about environmental values and to have the opportunity to develop those values.

These goals and the County's Recreational Program for the future recognize the importance of recreational opportunities which are located within one's community and which are easily accessible, as well as those opportunities which require the commitment of a number of hours, a day, or longer.

B. Existing Facilities

The following is a description of existing recreational facilities within the Mariposa Town Planning Area, and was obtained from the Draft of Mariposa 2005 - The Mariposa County Parks and Recreation Master Plan.

1. Mariposa Park

   Mariposa Park is the main facility within the town of Mariposa. The park is approximately 14 acres in size, and is located at the end of Park Road. There is only one vehicular bridge which crosses Mariposa Creek and accesses Stroming and Park Roads from downtown Mariposa, and that is the bridge on 6th Street.

   Physically, the parks facilities are located on the foot of the ridge southwest of town. In response to the topography, the facilities have been constructed on three distinct levels. The first and highest level contains three tennis courts, two of which are lit for night play. The tennis court area also contains a practice wall. The second level is the level at which Park Road enters the Park. This level has a parking lot accommodating approximately 250 cars, a grassy area with play equipment, a rest room structure and a picnic shelter that seats approximately 48 people. The lowest level contains a pool and bathhouse, picnic tables and barbecue grills, a group picnic shelter that will seat up to 100 persons, and the offices and maintenance shops for the Parks and Recreation Division. A small outdoor theater was also located on this level, although it was destroyed in 1987. Seating to

accommodate 500 people was built into the slope and still remains. Underground utilities also still remain at this site.

Pedestrian access to these facilities is somewhat limited, as there are no sidewalks following the rather circuitous vehicular access route. A set of stairs was built in 1987 which starts behind the Shell Station at the intersection of Highway 140 and Miller Road and ends just below the former theater area and pool on the lowest level of the park.

Organized summer recreational activities which take place at Mariposa Park include the weekly Farmer's Market, and recreational swimming and swim lessons. The pool is also used by Mariposa County Schools for physical education programs and swim competitions.

2. Athletic Fields

The Mariposa High School and the Mariposa County Parks and Recreation Division jointly developed about 12 acres of athletic fields in 1960. The development is at the Mariposa High School.
Improvements have been made in phases and currently this facility includes one high school baseball diamond and three softball/Little League diamonds. All of the four diamonds are lit, although the lighting provided varies in quality due to differences in age and types of fixtures. The four diamonds are located in the four corners of the rectangular site, and the large area created by the outfields of these diamonds is used as a soccer field.

3. Mariposa Creek Park

The Mariposa Creek Park is the third and last park facility located within the TPA. This park is discussed in its own section of the Public Improvement Programs chapter.

C. Program

The Parks and Recreation Division has identified specific projects and programs for the Mariposa TPA to meet established goals and policies, and to provide a diversity of recreational opportunities for the residents of or tourists visiting this growing town. A description of these projects was obtained from conversations with the Director of the Parks and Recreation Division, and from the Draft of Mariposa 2005 - The Mariposa County Parks and Recreation Master Plan. These projects are described below.

1. New Facilities

a. Civic Plaza

The County Government Center program identifies the historic County Courthouse as the center of a multi-block government facility complex. In conjunction with these development plans, the Parks and Recreation Plan calls for the development of an approximately 2 acre civic plaza or series of plazas for this complex. These plazas would be public open spaces areas to complement the existing and proposed facilities, and to reflect the civic nature of the site. The open space areas would provide passive recreational opportunities for the many tourists visiting the historic Courthouse, as well as for residents and County employees, and should present a setting to reflect Mariposa County's rural and historical roots. The open space areas could provide shaded seating areas, picnic areas, interpretive and informational displays, shaded and lighted sidewalks or pedestrian areas connecting the buildings and connecting the buildings and parking areas, grassy play areas, attractive landscaping, and public restrooms. These facilities would contribute significantly to the attractiveness of the Government Center as a work environment, as a center for County Government functions, as a compliment to the historic Courthouse, and as a representation of the history and residents of Mariposa County.

No site planning has yet occurred for the civic plaza, and plans for the County Government Center are still young enough to have not yet formally incorporated the types of facilities and open space areas proposed by this program. Planning efforts will need to consider the standards established for the Design Review and Historic Design Review Districts. These standards establish minimum criteria for site design to ensure that all development and structures (such as the benches, lighting fixtures, picnic tables, and signs for this project) are historically compatible, and to ensure that proposed landscaping uses native, drought resistant, or water-conserving species.

Funding for this project may be proposed from general fund monies, general obligation bonds, or impact fees. Funding may be proposed from one source, or from a combination of these sources. The project may also be eligible for redevelopment funding, as a redevelopment planning effort is currently underway.

b. Mariposa Creek Project

Plans for expansion of the Mariposa Creek Park's existing facilities are discussed in the Park's own section of the Public Improvement Program's chapter.

c. Landscape Corridors

The landscape corridors program is also an urban forestry type of program. This program will highlight the town entrances, historical and natural features, and other important locations within town. Important tourist and resident destinations in the community have been identified, and include the Courthouse area, Mariposa High School, Mariposa Elementary School, Mariposa Creek Park, the History Center, downtown shops and various public parking areas. Other destinations could include Mariposa Park, the residential areas on the north end of town, and the Fairgrounds and Mining and Mineral Exhibit. These destinations will be connected by landscape corridors which will include pedestrian pathways and street trees. The routes may also provide interpretive displays as appropriate to highlight the historical and natural highlights of Mariposa. The program will provide "entrance elements" at the north and south ends of town as well, to recognize one's entry into Mariposa.

This program will be important to the character of Mariposa as a small town and as a tourist "stopover." The fair climate of Mariposa and its size make year-round pedestrian travel a viable alternative to travel by automobile. However, the lack of sidewalks and the summer heat make walking uncomfortable during the long and hot summers, and often dangerous throughout the year. Providing pedestrian routes and street trees for shade will not only promote pedestrian travel, but contribute to Mariposa's healthy living environment and attractiveness as a community. These facilities have an obvious benefit for residents living, working, and attending schools within the community. The facilities will also benefit tourists who will find the corridors a welcome and attractive alternative way to experience Mariposa.

No site planning or design details have yet been prepared for this program which is still in a conceptual stage. The policies of the Design Review District (which encompasses the entire TPA) strongly encourage and support this program. The landscape standards established for this District which need

to be incorporated into the further definition of this program include requirements that plant species utilized be native, drought resistant, or water-conserving.

Funding for this project may be from General Fund monies, general obligation bonds, impact fees, or a combination of these sources. The project may also be eligible for redevelopment funding.

d. Mariposa Park - Water Slide

The County's Parks and Recreation Plan proposes the construction of a water slide at Mariposa Park as a revenue-producing element of the park system. Currently, there are few fees generated for the use of the recreational facilities provided within Mariposa. In fact, expenditures exceeded revenues in the Parks and Recreation Division's 1990-91 budget by almost 100 to 1. It is hoped that this type of facility, which would provide entertainment to residents and visitors during the summer season, could be a significant contributor to revenues for the Parks and Recreation Division in the future.

No specific site planning or design has yet occurred for this facility. Consideration of the intent and purposes of the Historic Design Review standards during future planning will be critical, due to the scale and traditionally non-historic character of this type of facility, and the prominence and visibility of the Mariposa Park location from the historic district of Mariposa. Appropriate and creative site planning for this project will ensure that the facility is an attractive addition to the town's recreational facilities.

Funding for this project has not been acquired and may come from the Future Plant Acquisition Budget (General Fund).

e. Mariposa Park - Theater

There has been interest expressed in the re-establishment of the theater at Mariposa Park. There has already been considerable investment in this facility, as there exists seating and underground utilities. Reestablishing and expanding this facility could provide a location for movies, as well as for community productions such as melodramas and concerts. The interest in this type of project needs to be investigated and pursued if appropriate.

Funding for this type of project has not been determined, but would most likely be from the General Fund.

2. Renovations

a. Mariposa Park - General Facilities

A few renovation projects at Mariposa Park have been identified as necessary for the upkeep and maintenance of existing facilities.

i. The first project is the redesign and renovation of the main parking lot. The purpose of these efforts would be to control traffic and speed, provide a safe area for the Farmer's Market and other civic activities, to add curbs to control drainage and traffic flow, and to add trees for shade, for reducing reflected heat from the asphalt lot surface, to break up the expanse of the paved lot, for aesthetic purposes, and to add to the park atmosphere. Examination of the standards established for parking lot landscaping by the Design Review Overlay District will be important during the design efforts, but should be considered minimum standards for a park setting.

ii. The second project is the addition of a low fence or other barrier between the playground equipment on the middle level and the slope down to the pool. This project is necessary to create both a physical and visual barrier between the 2 distinct uses. The Design Review standards require that natural materials (or materials which appear to be natural) be used for fence construction. A fence structure, in conjunction with landscaping would meet the functional intent of the standards, provide shading, and contribute to creating the sense of a distinct and separate play area for children.

iii. The third project is the replacement of the chlorination system at the pool with a safer system and one which is more cost effective than the current system. This project was initiated by concerns for health and safety issues, and for budgeting issues for operation and maintenance of the system.

iv. The fourth project is the replacement of the roof on the large picnic shelter.

Funding for these projects will most likely be from the General Fund.

b. Athletic Fields

The Parks and Recreation Division's lease on the athletic fields at the High School will expire in a few years. Although alternative sites for these community athletic fields outside of the TPA have been discussed, relocation of these facilities will probably not occur. If the lease is renewed and the Parks and Recreation Division continues to use the ballfields at Mariposa High School, upgrading of the existing facilities will be required. The existing lighting of the ballfields is inadequate and makes night use of the fields hazardous. The lighting fixtures need to be replaced or renovated for safe night play. The existing bleachers are also inadequate for current use and need to be repaired or replaced. A third required improvement project is the repair or replacement of the existing sprinkler system for the fields. This system is inefficient, inadequate, and wastes water. For the sake of water conservation and operation costs, this project is very important. Funding for these projects hasn't been determined, but will most likely be from the General Fund.

California Department of Transportation

OFFICE OF THE DISTRICT 10 PLANNING
P.O. BOX 2048 | STOCKTON, CA 95201
(209) 948-7325 | FAX (209) 948-7164 TTY 711
www.dot.ca.gov

February 15, 2024

Shannon Hansen
Public Works Director
Mariposa County Local
Transportation Commission (MCLTC)
4639 Ben Hur
Mariposa, CA 95338

WE-9 Mariposa Creek
Parkway Special Plan Phase IV

Dear Ms. Hansen,

The California Department of Transportation (Caltrans) appreciates the opportunity to review and respond to the Final Mariposa Creek Parkway Special Plan Phase IV (MCPSP). The MCPSP proposes to provide a safe connection for recreation and active transportation, including the renewed habitat for native wildlife and a flourishing, healthy creek bed surrounded by native plants.

Caltrans has the following comments:

GENERAL COMMENTS

- Caltrans commends MCLTC for setting a major priority to reduce the risk of catastrophic wildfire through neighborhood planning and design, leveraging green infrastructure to limit the risk of flooding on downstream neighborhoods.
- We commend MCLTC for the detail of supporting materials the Plan provides for each selected site alternative.
- With additional housing units planned in this area, complete streets such as widening shoulders, adding sidewalks, and adding dedicated bike facilities between MPA-PM 19.4 (Frank Wilson Rd.) and MPA-49_pm 18.6 (Joe Howard St.) should be prioritized to advance State Climate Action plan for Transportation Infrastructure (CAPTI) goals.
- In alignment with CAPTI goals, Director's Policy 36, Director's Policy 37, and the just-released DIB 94, we support the installation of Complete Streets and Active Transportation facilities that reduce levels of traffic stress (LTS) for pedestrians and bicyclists, that lessen safety/collision risks with motor vehicles, that fill gaps in the active transportation network, that encourage mode shift from short-distance motor vehicle trips, and that provide transportation choices in built-environment communities beyond always using single occupancy vehicles.

If you have any questions or would like to discuss these comments, please contact Lloyd Clark at (209) 941-1982 (Email: Lloyd.Clark@dot.ca.gov)or me at (209) 483-7234 (email: Gregoria.Ponce@dot.ca.gov)

Sincerely,

Gregoria Ponce'

Gregoria Ponce', Chief
Office of Rural Planning

cc: Michael Casas, HQ Caltrans Office of Regional and Community Planning

Mariposa Creek Parkway Phase IV

Special Plan

Board of Supervisors Hearing

20 February 2024

Acknowledgments

COUNTY BOARD OF SUPERVISORS

Rosemarie Smallcombe
District 1

Shannon Poe
District 2

Danette Toso
District 3

Wayne Forsythe
Vice Chair - District 4

Miles Menetrey
Chair - District 5

*Wayne and Miles served as board liasons to the project and participated in the Steering Committe

STEERING COMMITTEE

Melinda Barrett
Resource Conservation District

Frank Binney
Community Member

Jim Evans
Idle Wheels Resident

Bridget Fithian
Sierra Foothill Conservancy

Tara Fouch-Moore
Southern Sierra Miwuk Nation

Ralph Mendershausen
Community Member

Roger Powell
Habitat for Humanity

Susan Wages
MPUD

Mike Wichmann
Community Member

COUNTY PROJECT STAFF

Mikey Goralnik
Planning Department

Ben Goger
Planning Department

Hannah Harrison
Planning Department

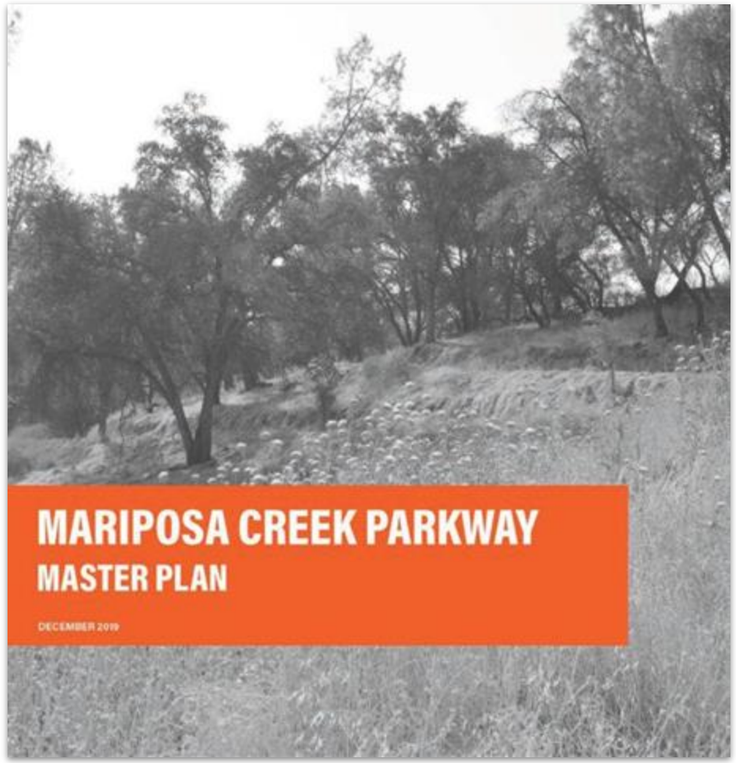
Will Fassett
Grants Analyst

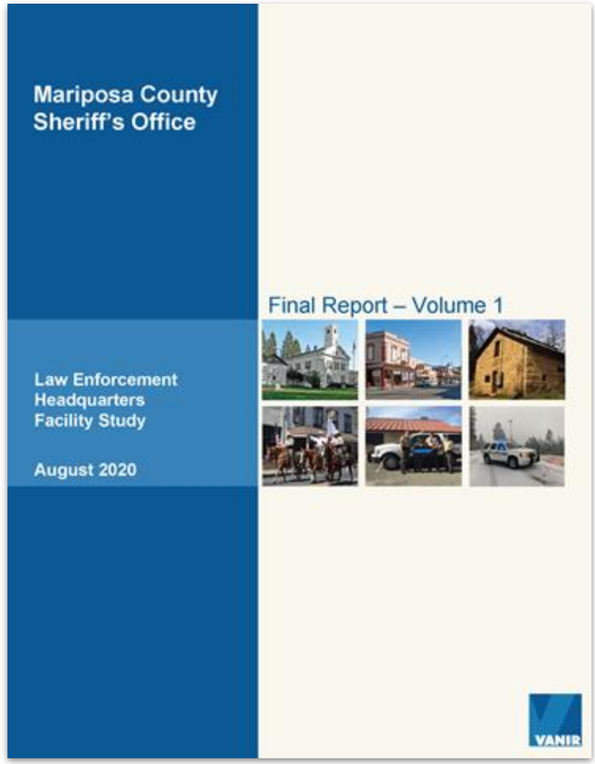
Steve Engfer
Planning Director

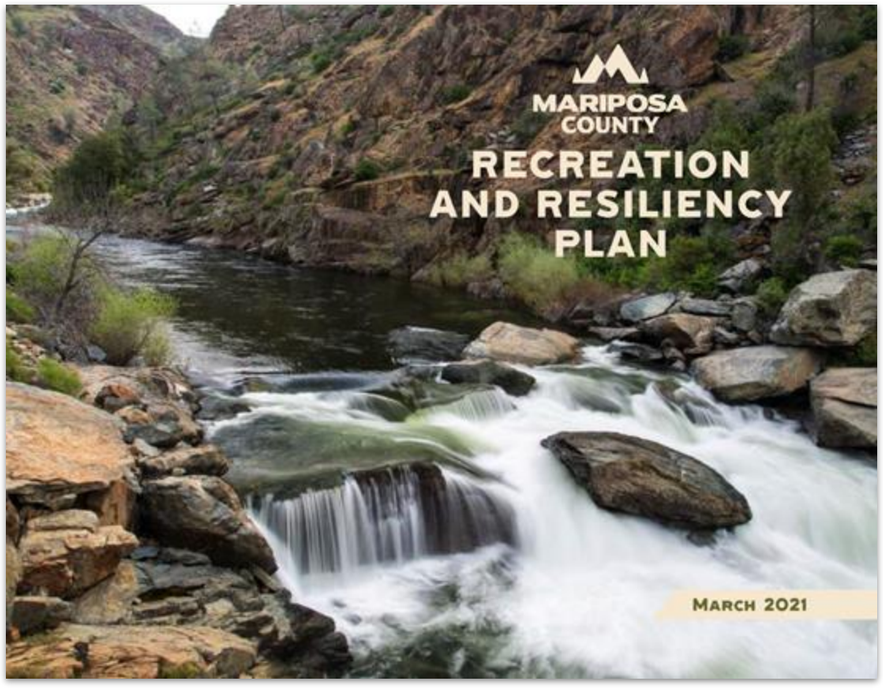
Dallin Kimble
County Administrative Officer

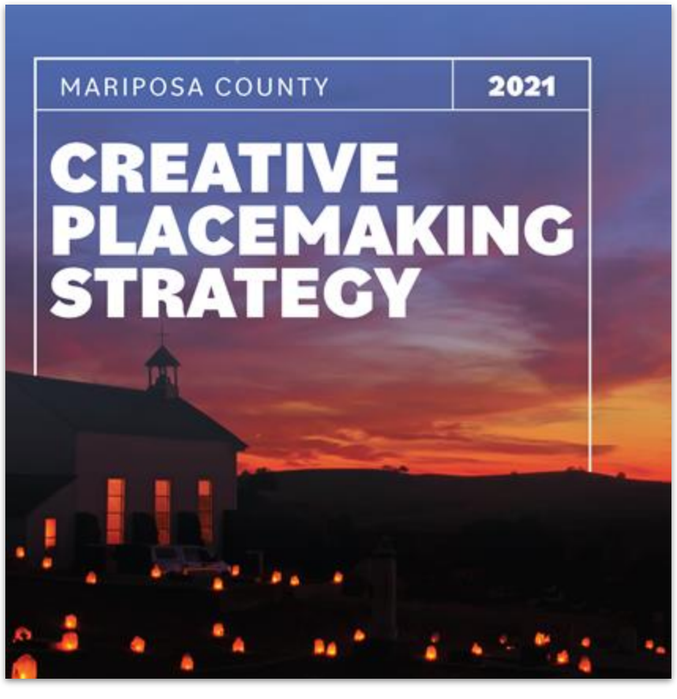
PROJECT CONTEXT

Project Context :: **Previous Planning Efforts**



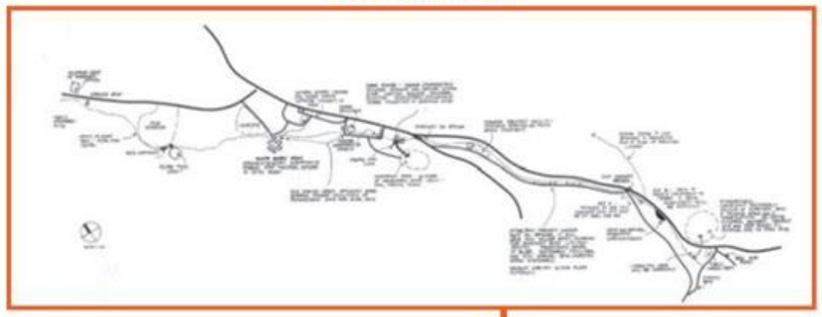






Project Context :: **Introduction + Background**

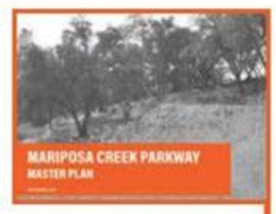
CORRIDOR CONCEPT PLAN



TOWN SPECIFIC PLAN

SCHEMATIC MASTER PLAN

MARIPOSA CREEK PARKWAY MASTER PLAN



19 YEARS

PHASE III CONCEPTUAL PLAN

PHASE I COMPLETED

PHASE II COMPLETED

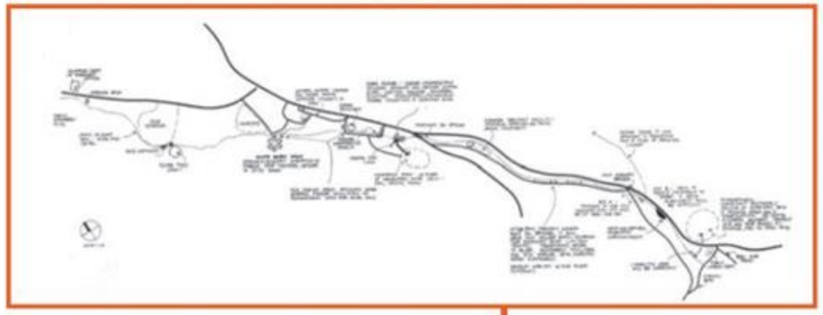
ARTS PARK COMPLETED

WE ARE HERE

1979 1982 1985 1988 1991 1994 1997 2000 2003 2006 2009 2012 2015 2018 2021 2024

Project Context :: **Introduction + Background**

CORRIDOR CONCEPT PLAN



TOWN SPECIFIC PLAN

SCHEMATIC MASTER PLAN

PHASE III ACQUISITION

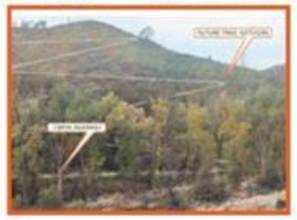
PHASE II/III RESTORATION

PHASE III CONSTRUCTION

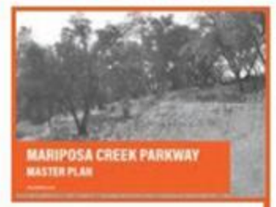
PHASE IV SPECIAL PLAN

PHASE III TRAILHEAD + PARK

PHASE III HILLSIDE TRAILS + FUELBREAKS



MARIPOSA CREEK PARKWAY MASTER PLAN



19 YEARS

PHASE III CONCEPTUAL PLAN

PHASE I COMPLETED

PHASE II COMPLETED

ARTS PARK COMPLETED

WE ARE HERE

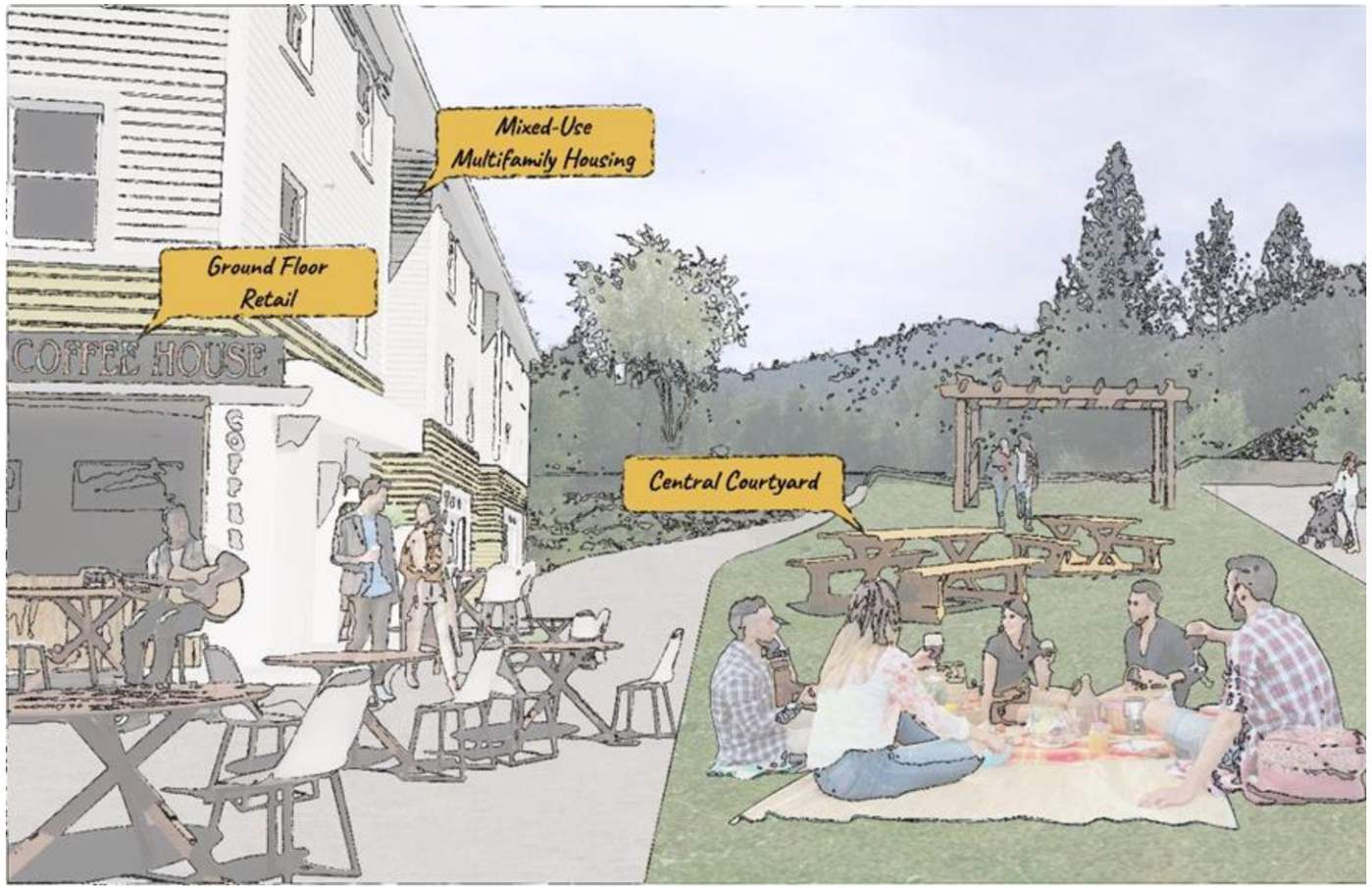
1979 1982 1985 1988 1991 1994 1997 2000 2003 2006 2009 2012 2015 2018 2021 2024

Project Context :: **Parkway Phases**

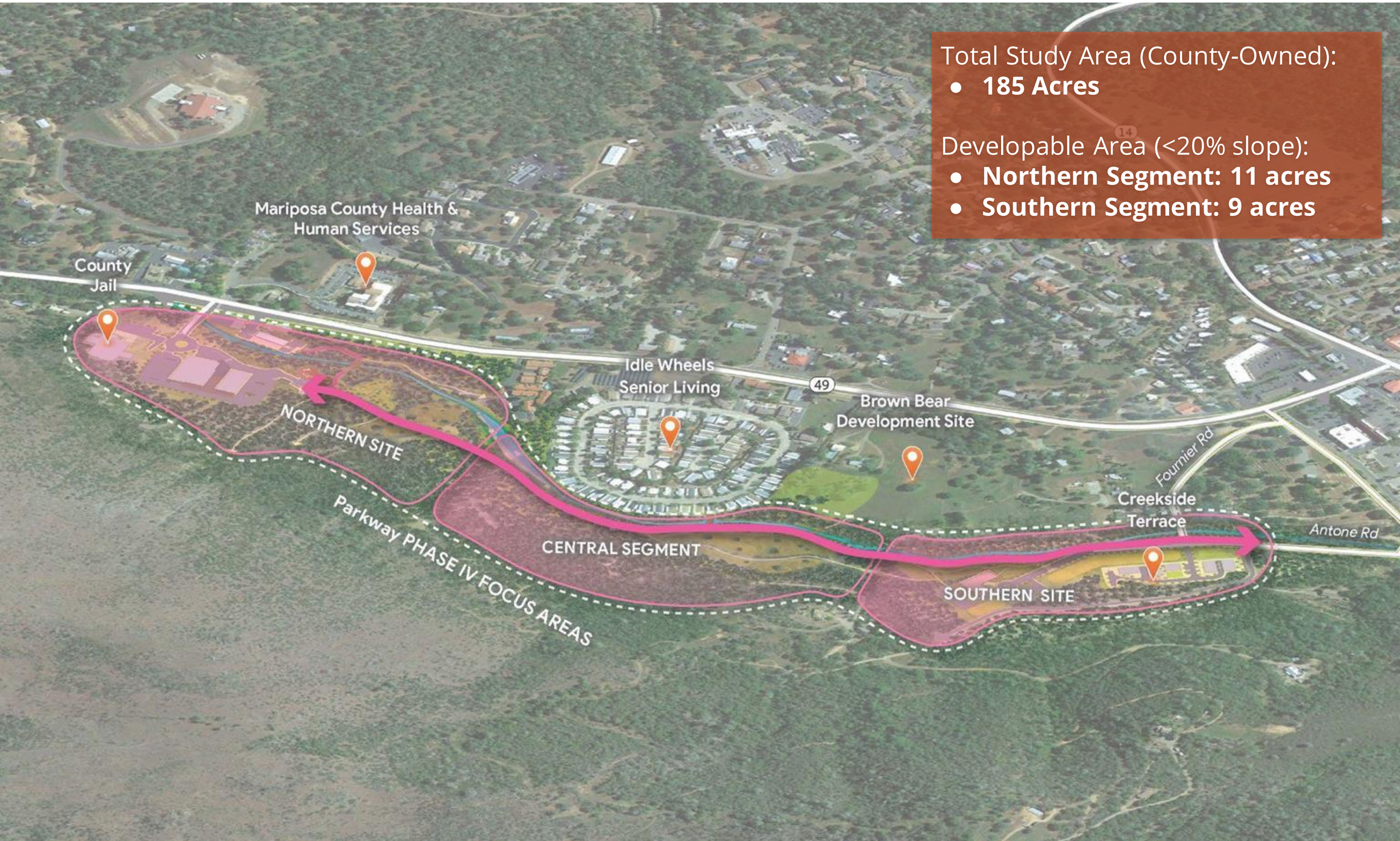
Source: **Mariposa Creek Parkway Master Plan (2019)**

Project Context :: **Phase IV Special Plan**

- $460,000 from CalTrans Sustainable Communities Planning Grant
- Plan and integrate a neighborhood into the creek corridor **in the area acquired by the Board for this express purpose**
- Opportunity to **apply the principles and essential concepts** articulated in the 2019 Parkway Master Plan



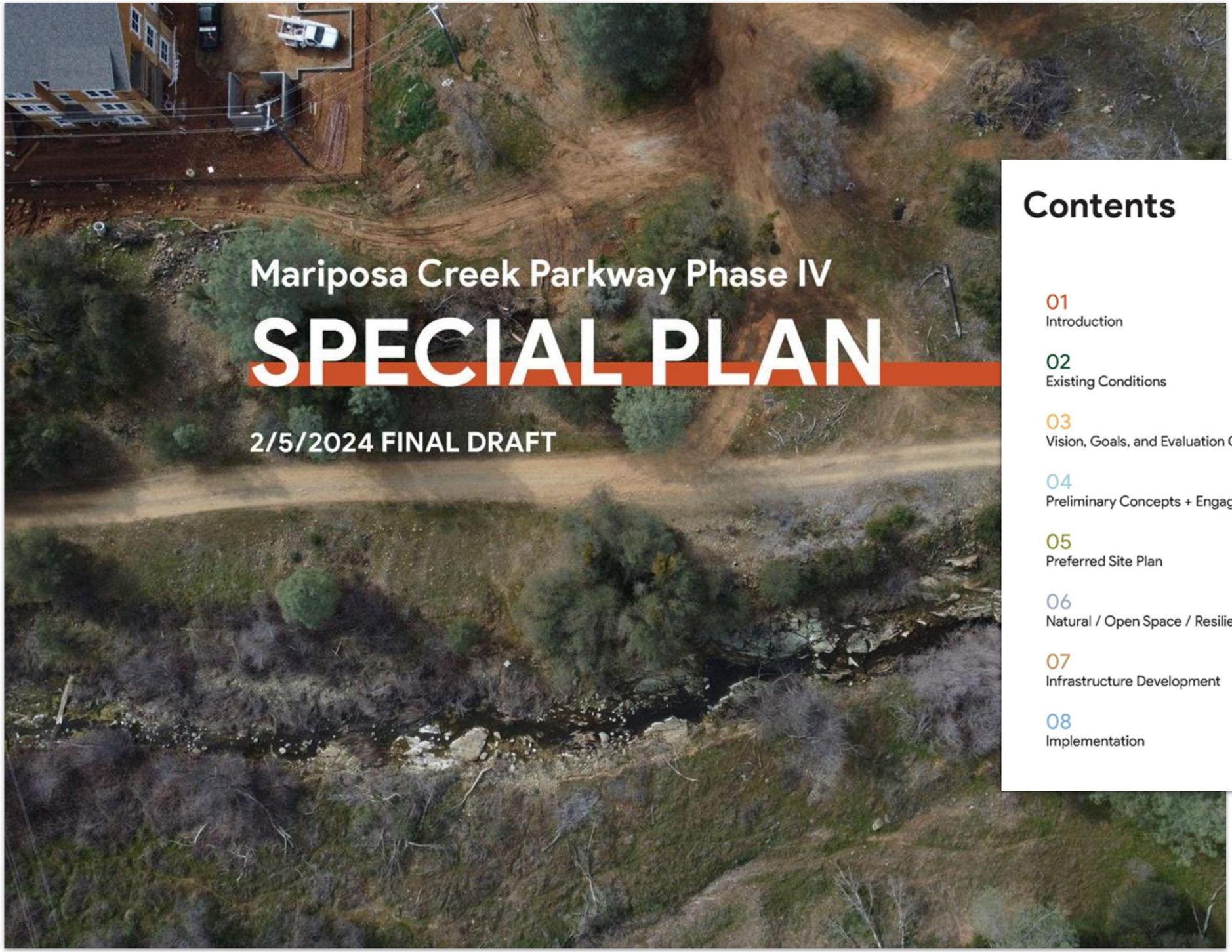
Project Context :: **Phase IV Segments**



PHASE IV SPECIAL PLAN

Overview

Phase IV Special Plan :: **Overview**



Contents

01 Introduction 6 - 11

02 Existing Conditions 14 - 33

03 Vision, Goals, and Evaluation Criteria 36 - 47

04 Preliminary Concepts + Engagement Process 50 - 71

05 Preferred Site Plan 74 - 97

06 Natural / Open Space / Resilience Strategies 100 - 121

07 Infrastructure Development 124 - 143

08 Implementation 146 - 159

Phase IV Special Plan :: **Community Engagement**

Phase IV Special Plan :: **Vision**

This Phase IV Special Plan will result in plans and designs for a **neighborhood** that achieves objectives related to transportation, economic development, housing, resiliency, and other community imperatives. It represents Mariposa's attempt at "**placekeeping**" - at maintaining and celebrating the community's history and long-standing **connections** to the landscape. But it also contains elements and moments of "**placemaking**," where existing residents and newcomers alike forge a forward-looking identity for this special community.

Phase IV Special Plan :: **Goals, Objectives, and Evaluation Criteria**

Phase IV Special Plan :: **Design Themes**

Maintain and Celebrate Rural Mariposa

"... let's keep it rustic and rural. Those who live here and visitors alike come to escape the cities and urban environments. I like the secondary trail network idea, the way finding signage, and the educational element."

Ecological Integrity

"This project walks the line between satisfying community needs, and protecting natural resources. It will be a delicate and challenging balance, but with the right plan and the right contractors I believe it can be done!"

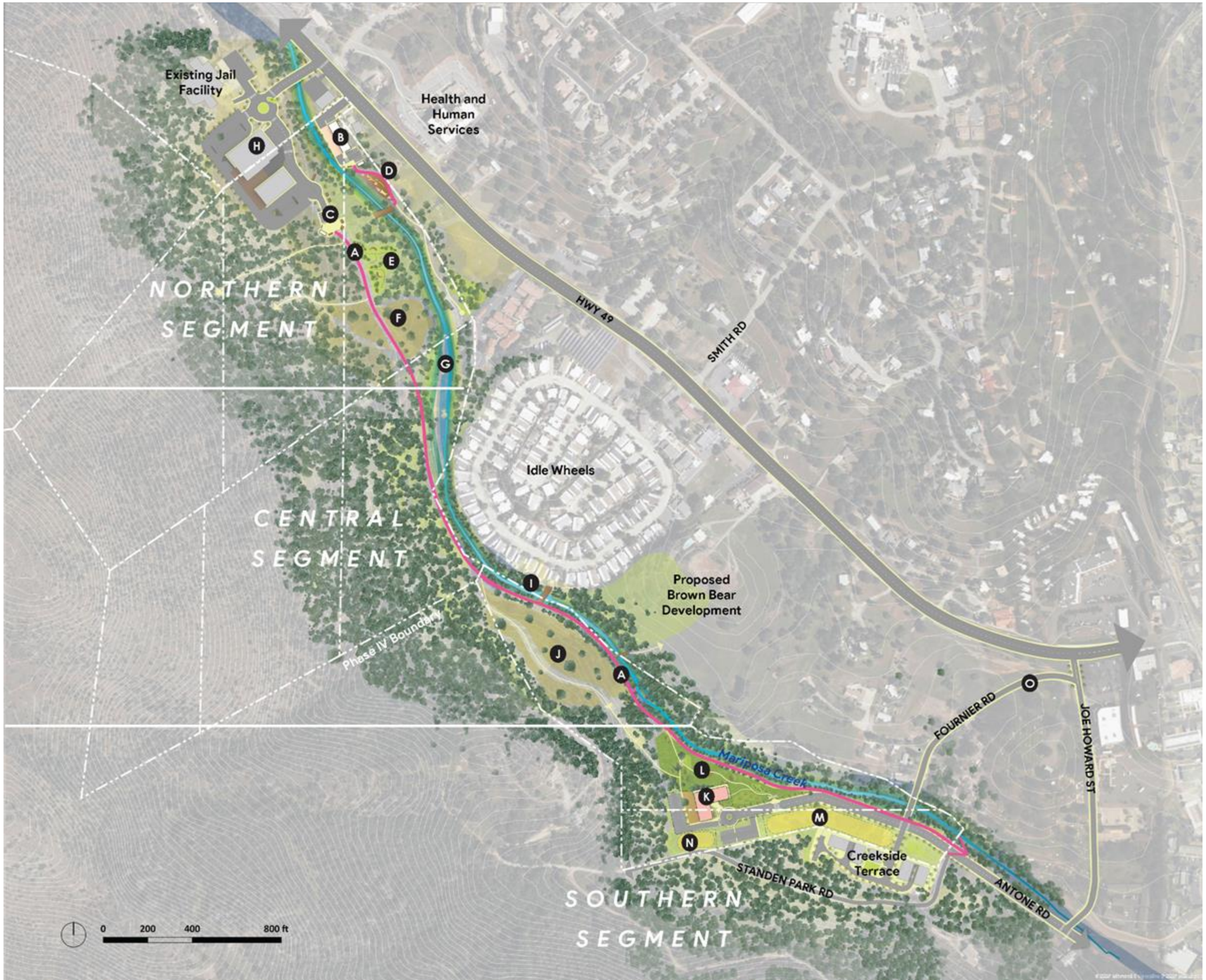
Destination: Mariposa

"Mariposa would greatly benefit from places to recreate outdoors. Light mountain bike trails, small climbing (bouldering) pods, all intertwined with hiking/running trails. This would greatly add to Mariposa as a destination town, instead of a bedroom community for Yosemite."

PHASE IV SPECIAL PLAN

Preferred Site Plan

Phase IV Preferred Site Plan :: **Overview**



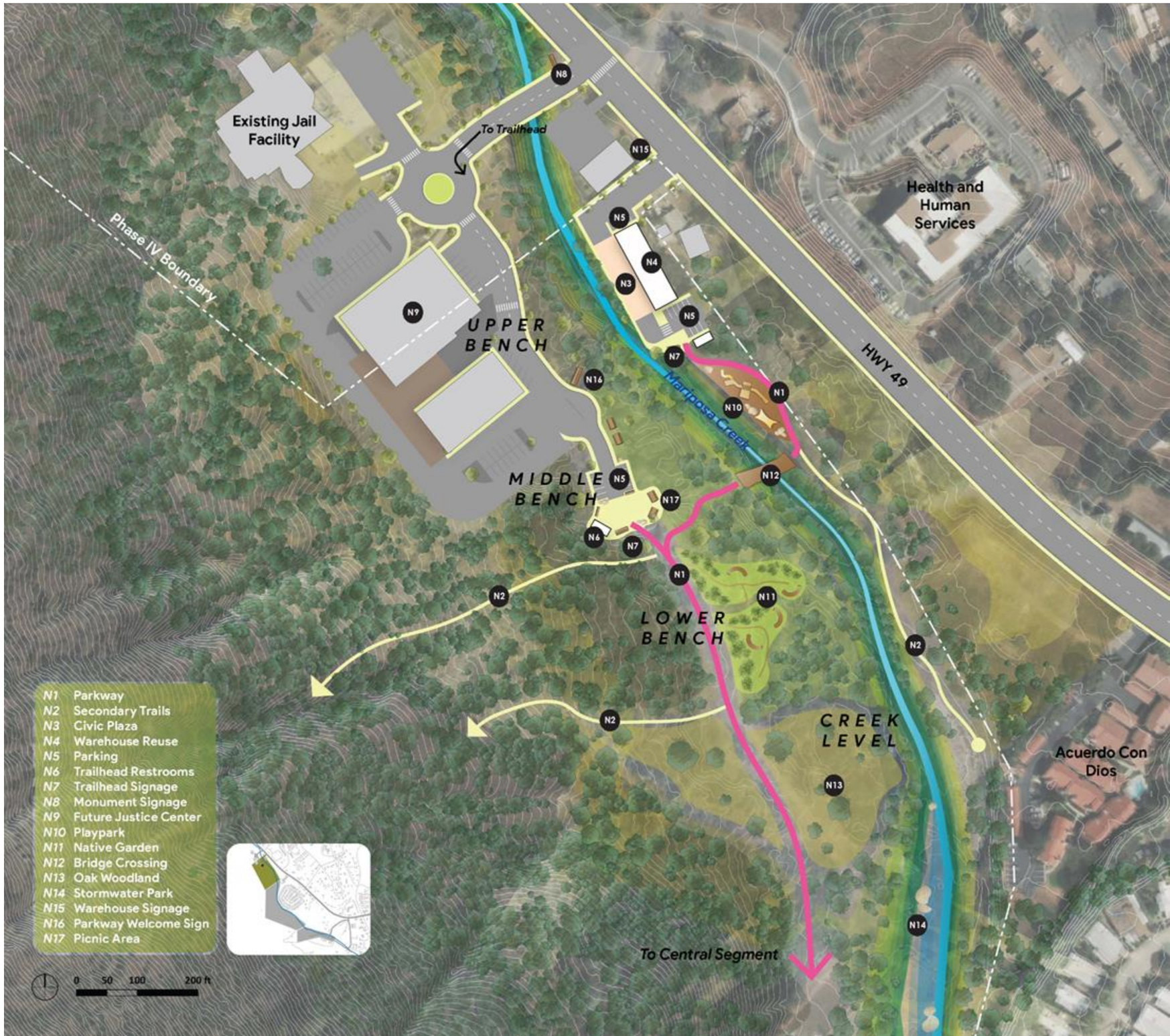
Phase IV Preferred Site Plan :: **Northern Segment**

Development Program:

- Parkway Access + Trailheads
- Future Justice Center
- Playground
- Warehouse Re-Use

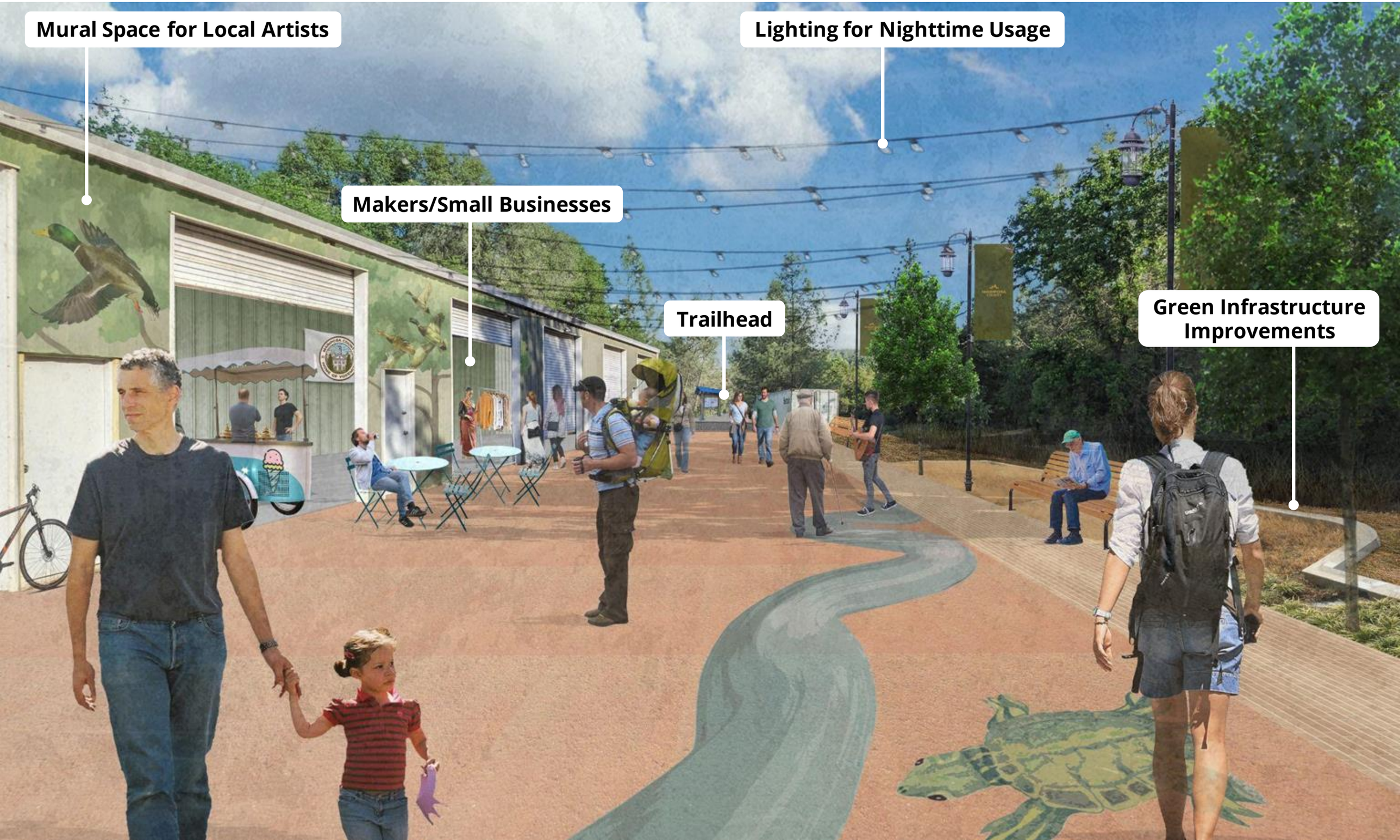
Natural Area Features:

- Native Garden
- Oak Woodland
- Stormwater Retention Park
- Bank Stabilization
- Creek Enhancements
- Upland Habitat Restoration
- Green Infrastructure



Phase IV Preferred Site Plan :: **Northern Segment**

Phase IV Preferred Site Plan :: **Warehouse Reuse (Northern Segment)**



Phase IV Preferred Site Plan :: **Central Segment**

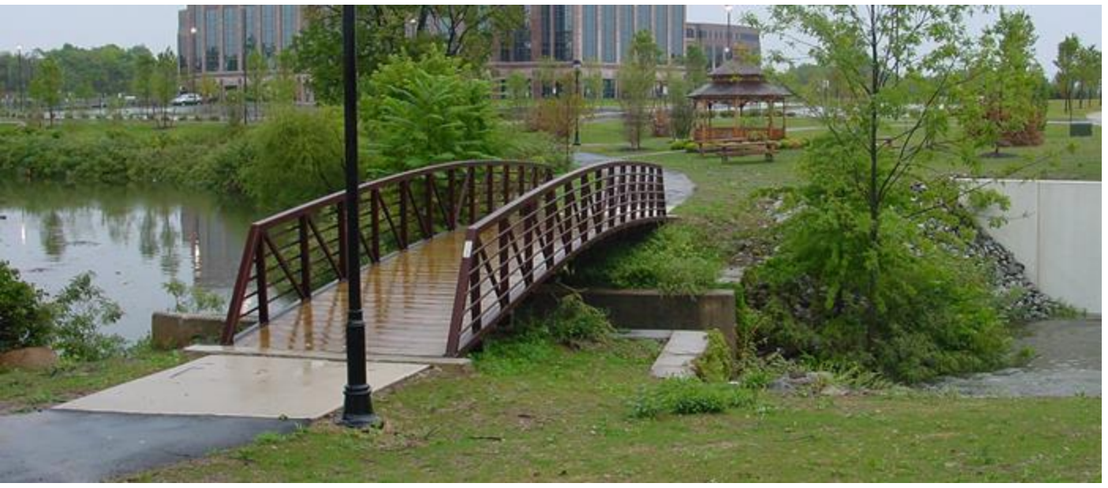
Development Program:

- Parkway Access
- Bridge Crossing

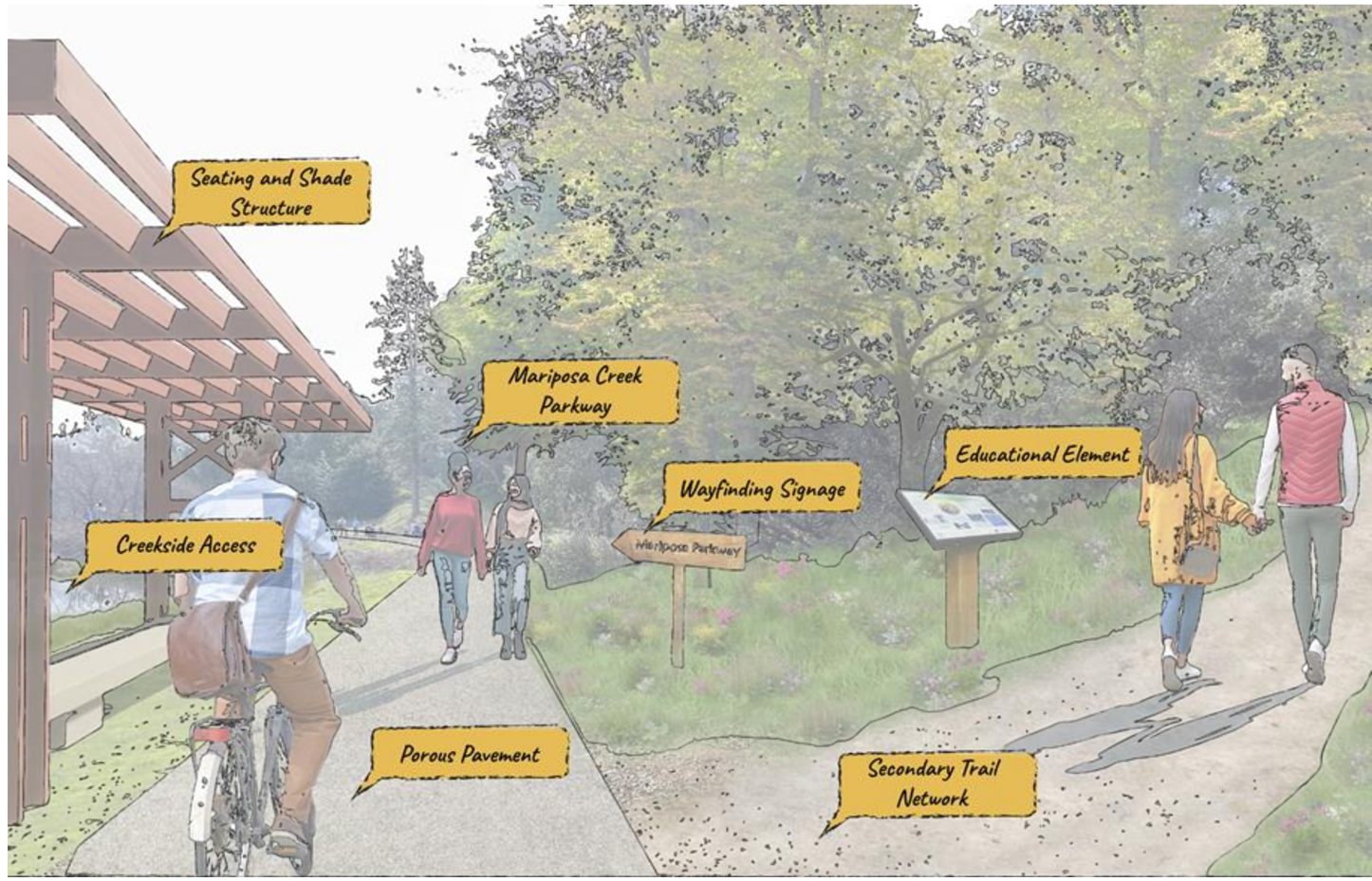
Natural Area Features:

- Oak Woodland
- Creek Enhancements
- Mine Tailings Removal
- Aquatic Habitat Preservation
- Removal of Concrete Weirs

Phase IV Preferred Site Plan :: **Central Segment**



Existing



Existing

Phase IV Preferred Site Plan :: **Southern Segment**

Development Program:

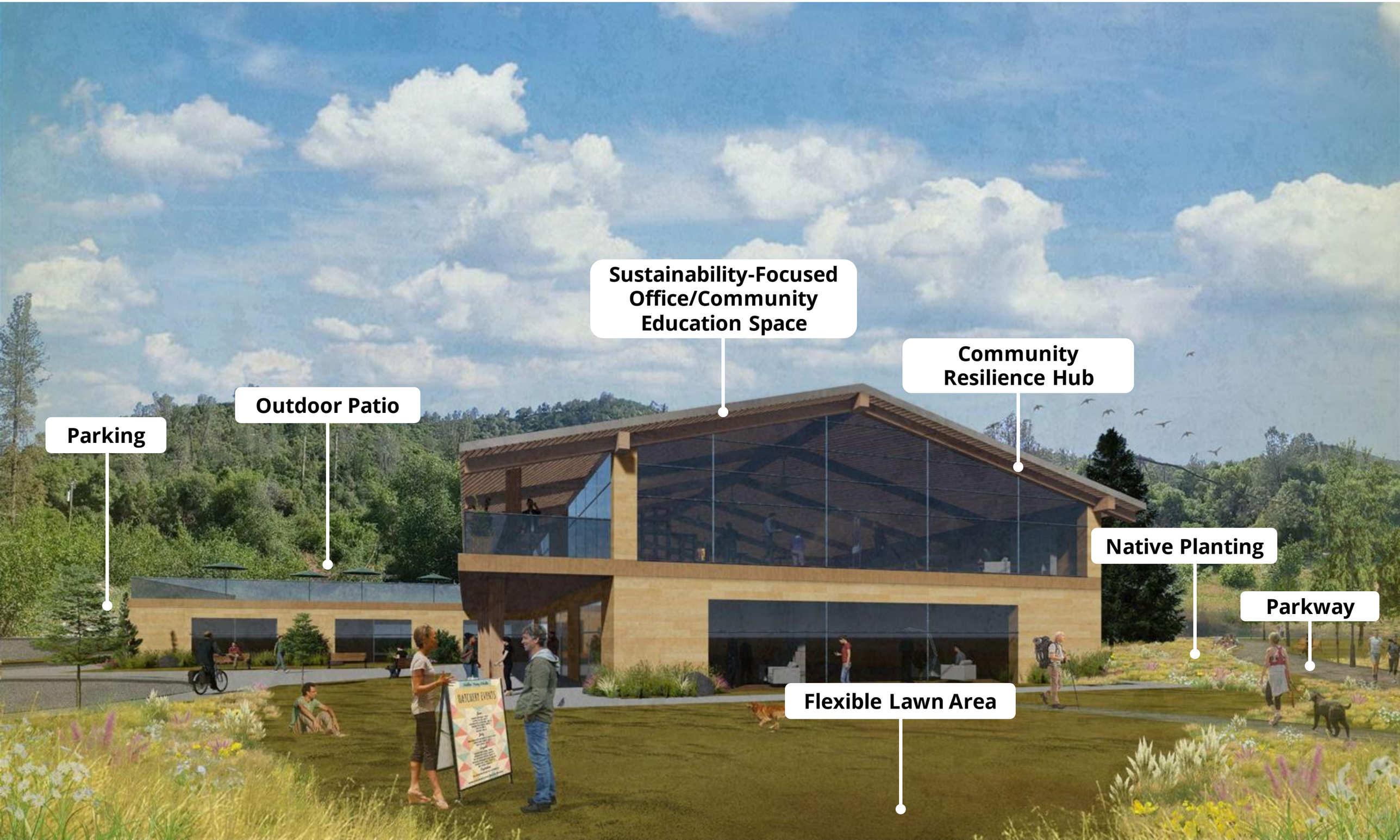
- Parkway Access
- Fournier Road Improvements
- Flex Housing
- Single-Family Housing
- The Hatchery / Resilience Hub

Natural Area Features:

- Park / Open Space
- Green Infrastructure
- Community Access to Creek

Phase IV Preferred Site Plan :: **Southern Segment**

Phase IV Preferred Site Plan :: **The Hatchery (Southern Segment)**



Phase IV Special Plan :: **Evaluation**

	ACCESS & CONNECTIVITY	ECOLOGY & ENVIRONMENT	HOUSING & EC. DEV	CIVIC LIFE	PLACE-KEEPING & PLACEMAKING	CLIMATE HAZ-ARDS	INFRASTRUCTURE
PARKWAY	✓			✓	✓	✓	✓
SECONDARY TRAILS	✓			✓	✓	✓	✓
BRIDGE	✓						✓
TRAILHEAD	✓			✓	✓		✓
WAREHOUSE REUSE	✓	✓	✓	✓	✓		
NATIVE GARDEN		✓			✓		
OAK WOODLAND		✓				✓	
STORMWATER PARK		✓		✓	✓	✓	✓
PLAYPARK				✓	✓		
CREEK ACCESS	✓	✓		✓			✓
FOURNIER ROAD IMPROVEMENTS	✓	✓	✓			✓	✓
HATCHERY		✓	✓	✓	✓	✓	
HOUSING		✓	✓				

Questions?

Acknowledgments

COUNTY BOARD OF SUPERVISORS

Rosemarie Smallcombe
District 1

Shannon Poe
District 2

Danette Toso
District 3

Wayne Forsythe
Vice Chair - District 4

Miles Menetrey
Chair - District 5

*Wayne and Miles served as board liasons to the project and participated in the Steering Committe

STEERING COMMITTEE

Melinda Barrett
Resource Conservation District

Frank Binney
Community Member

Jim Evans
Idle Wheels Resident

Bridget Fithian
Sierra Foothill Conservancy

Tara Fouch-Moore
Southern Sierra Miwuk Nation

Ralph Mendershausen
Community Member

Roger Powell
Habitat for Humanity

Susan Wages
MPUD

Mike Wichmann
Community Member

COUNTY PROJECT STAFF

Mikey Goralnik
Planning Department

Ben Goger
Planning Department

Hannah Harrison
Planning Department

Will Fassett
Grants Analyst

Steve Engfer
Planning Director

Dallin Kimble
County Administrative Officer

SERA

Biohabitats

LIVE OAK ASSOCIATES, INC.

PROVOST&PRITCHARD CONSULTING GROUP

EPS

Appendix

Phase IV Special Plan :: **Goals & Objectives**

Goals & Objectives are presented in no particular order.
They all hold equal priority for implementation.

establish SAFE and ACCESSIBLE connections for residents and visitors

- provide accessible connections between existing neighborhoods and commercial businesses, the parkway, and new development along the Phase IV segment
- ensure high-quality recreation and active mobility experiences for a wide range of users
- accommodate universal access to new neighborhoods and development
- present clear and legible wayfinding to, from, and throughout the site
- create a robust network of multi-functional green spaces for community experience

PRESERVE, REBALANCE, and RESTORE ecological functions along Mariposa Creek and its watershed to support climate resiliency, biodiversity, and ecosystem processes at multiple scales

- enhance Mariposa Creek and contributing drainages for ecological and hydrological resilience
- protect and conserve regional landscape connectivity for wildlife and climate resiliency
- leverage new development to enhance Mariposa Creek's ecosystem services on the site and downstream and minimize disturbances to high-priority habitat management areas
- apply green infrastructure to improve water quality and long-term corridor health, as well as mitigate the impacts of flooding, wildfire, and drought on the community

Phase IV Special Plan :: **Goals & Objectives**

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leverage the parkway investment to achieve appropriate, community-supported NEIGHBORHOOD DEVELOPMENT

- provide more housing at an appropriate density and a range of affordability levels
- create vibrant spaces for both tourists and the local community
- explore non-residential neighborhood development opportunities with community support throughout the site

provide diverse amenities to foster CIVIC LIFE

- provide amenities for recreation, gathering, and connection that cater to Mariposa residents
- integrate the Phase IV segment with adjacent, existing, and future development initiatives to promote a consistent and connected experience in the creek corridor
- consider needs of existing encampment of unhoused members of the community

prioritize improvements to mitigate CLIMATE HAZARDS and THREATS

- work with CAL FIRE and other agencies to incorporate best practices for wildfire management
- partner with a range of local organizations to ensure a holistic, multi-benefit approach to land management, habitat restoration, and climate change mitigation
- design with an understanding of historic long term climatic trends and modern climate change to reduce risk of future extreme weather events, such as a 500-year flood
- work with local and regional emergency responders to ensure the community has access to services and can evacuate or shelter in place in an emergency

apply PLACEMAKING and PLACEKEEPING principles to develop a community that welcomes and resonates with all Mariposans

- identify areas for public art, performance, and interpretation that allow for continued evolution of the community's sense of place and connection with the site
- preserve and enhance cultural resources central to the site's Indigenous past, present, and future
- emphasize placemaking/keeping initiatives that interpret, celebrate, and enhance the site's ecological assets

Goals & Objectives are presented in no particular order. They all hold equal priority for implementation.

expand INFRASTRUCTURE to connect the Phase IV area with adjacent development

- balance the demands of new development with the imperative for infrastructure systems that are pragmatic and context-sensitive, considering the site's ecological and physical limits
- explore extension of water and sewer services across the creek to developable areas
- ensure utilities and services are resilient in the face of a major disruption event
- apply green infrastructure to increase the project's service capacity while limiting its potential ecological impacts

Phase IV Preferred Site Plan :: **Warehouse Reuse (Northern Segment)**

Table 1 - Northern Segment Warehouse Reuse	Scenario #1 Retail	Scenario #2 Office/Flex
Total Estimated Revenue	$1,305,600	$1,152,000
Total Estimated Revenue Including Infrastructure Costs		
Total Estimated Costs	$4,449,723	$4,449,723
Total Residual Land Value	$3,144,123	$3,297,723
As a % of Value	240.8%	286.3%
Feasibility Finding		
Total Costs Excluding Infrastructure Costs		
Total Estimated Costs Excluding Infrastructure	$1,224,442	$1,224,442
Total Residual Land Value Excluding Infrastructure	$81,158	$72,442
As a % of Value	6.2%	6.3%

View of Warehouse buildings to be re-purposed

Phase IV Preferred Site Plan :: **The Hatchery (Southern Segment)**

Table 2 - Southern Segment Hatchery	**Scenario #1** Office/Flex + Afford. Apts. + Triplex	**Scenario #2** Office/Flex + Market Rate Apts. + SFR	**Scenario #3** Office/Flex + Work Force Housing + Duplex
Total Estimated Revenue	$21,112,691	$23,985,818	$21,166,527
Total Estimated Revenue Including Infrastructure Costs			
Total Estimated Costs	$37,439,023	$37,670,651	$37,794,938
Total Residual Land Value	$16,326,332	$13,684,833	$16,628,411
As a % of Value	77.3%	57.1%	78.6%
Feasibility Finding			
Total Costs Excluding Infrastructure Costs	$21,158,388	$21,002,711	$20,928,090
Total Estimated Costs Excluding Infrastructure	$45,697	$2,983,107	$238,437
Total Residual Land Value Excluding Infrastructure	0.2%	12.4%	1.1%
As a % of Value			

Native grass along Mariposa Creek