



Mariposa County

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5100 Bullion Street

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



MILES MENETREY, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
SHANNON POE
DANETTE TOSO
WAYNE FORSYTHE

DISTRICT V
DISTRICT I
DISTRICT II
DISTRICT III
DISTRICT IV

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES DECEMBER 10, 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 noted H.3 became M.6, and CA.6 and CA. 8 have been pulled from the consent agenda.

Public comment was received by Mike Brusa/Resident, who commented on CA. 1, noting it has been on the agenda for a long time. He commented on Frank Wilson's encampment and the pallet home shelter.

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Fire

Approve Opening of 45-day Comment Period for Use of Title III Funding from the Secure Rural Schools and Community Self-Determination Act of 2000

CA3. Health and Human Services Agency

Approve an Agreement with Behavioral Health Care Sierra Vista Hospital in the Amount of \$100,000 for Inpatient Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. Health and Human Services Agency

Approve an Agreement with Behavioral Health Center (BHC) Heritage Oaks Hospital, Inc. Dba: Heritage Oaks Hospital in the Amount of \$100,000 for Psychiatric Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. Health and Human Services Agency

Approve an Agreement with Mother Lode Job Training (MLJT) to Provide Employment Placement Services for Individuals in the Subsidized Employment Program in the Amount not to Exceed \$69,266; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. Planning

Appoint Gabriel Edwards as a Member Representing the Mariposa County Museum Advisory Board to the Mariposa Town Advisory Task Force with a Term Expiring One Year from the Date of the First Scheduled Meeting of the Task Force

E. Items removed from Consent Agenda

CA1. Public Works

Approve a Second Amendment to Update the Mattress Recycling Council California, LLC (MRC) Agreement to Include Revised Terms for Title and Risk of Loss, Invoicing, Audits and Inspections, Insurance, and Uncontrollable Circumstances; Designate the Don Pedro Transfer Station as a Used Mattress Collection Facility; Authorize Compensation to the County of Mariposa for Transporting Used Mattresses from the Don Pedro Transfer Station to the Mariposa County Solid Waste Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

Sam Cervený/Deputy Director gave the staff report. No public comment was received.

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

CA2. Planning

Approve an Agreement with Mogavero Architects in the Amount of \$945,520 for the Design of Workforce Housing at the Missouri Gulch Site in the Town of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

Will Fassett/Planning gave the staff report. No public comment was received. Board discussion ensued.

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

F. Departmental Presentation

Steve Engfer/Planning Director gave an update on all events and projects going on in the planning department.

Luis Mercado/Auditor noted he spoke with the outside auditing firm, he had asked if the audit could be completed by December 18th. He noted they stated they would do the best they could to make it happen. He noted they would be working with Smith and Newell. Supervisor Poe thanked the Auditor and asked if there are any outstandings needs for the State, in which Mr. Mercado noted he has been giving the state monthly financial statements.

Marvin Wells/Resident came up and told the Board Merry Christmas and that Santa left packages for them.

G. Public Comment on Non-Agenda Items

Jeanne-Anne Pine/Resident, noted that downtown is looking good. She noted that 7th Street would be one-way and asked that a one-way sign and arrow be put up, as this community is a creature of habit. She further noted that she was happy to get an update from the Auditor.

Brenda Ostrum/Resident noted they are still waiting for the dog ordinances. She noted that 30 months ago, vicious dogs killed her commercial chicken flock. She stated there had been 20 complaints filed on those same dogs. She noted she had made 100 contacts trying to seek guidance and assistance, and she has received 0. She further discussed the stats of her issue as well as what she feels the county should do.

Daniel Wilson/Resident expressed his gratitude for the ways they have worked together and noted that he appreciates them. He noted that he has been out of state and was reminded of Mariposa County's uniqueness. He then reminded the Board of the turnout from 140 to 49, which needs its own turn lane.

Mike Brusa noted he has missed quite a bit, noting he has cataracts. He then discussed the county being a monopoly and the role of the government.

H. Regular Agenda Items

9:52 AM Chair Menetrey recessed the Board for a brief break and reconvened at 9:57 AM.

1. **Clerk of the Board**

Receive a Presentation from Yosemite Renaissance

John Bock/Yosemite Renaissance Executive Director gave a verbal presentation with updates on the Yosemite Renaissance. He noted the benefits for thousands of artists.

Chair Menetrey and Supervisor Smallcombe gave thanks. No public comment was received.

RESULT: PRESENTATION HELD

2. **Public Works**

Approve the Closure of the Coulterville and Hornitos Transfer Stations, Effective July 1, 2025;
Authorize Adjustment of the Don Pedro Transfer Station Operating Hours, Effective July 1, 2025;
Authorize the Alignment of Solid Waste Fee Schedules, Effective July 1, 2025; and Authorize a Change in Solid Waste and Recycling Facility Hours of Operation, Effective February 1, 2025

Sam Cervený gave the PowerPoint presentation.

Public comment was received by Jeremy Herber/General Manager Recology noting it is spot on. He noted the commercial closure before 4 PM would be difficult for Recology as sometimes getting back is difficult. He reminded the public that Recology is here to serve the community and can help in other ways if transfer stations are closed.

Jeanne Anne Pine noted there is no easy answer. She noted closing Coulterville is drastic as driving some of the roads in North County is a challenge especially for the elderly population. She offered that the Board close it gradually. She noted there is no easy solution, money is money, and it doesn't keep appearing.

Mike Brusa noted he has no dog in the fight, it changes nothing for him. He noted he does his own garbage hauling. He noted this is a perfect example of when government provides a service that is not a real service. She noted it is difficult to make analysis of cost. He then discussed other issues with government monopoly.

Mick Herman/Resident spent his life as a turnaround expert. He noted he succeed all but once. He noted a business cannot be operated without a profit. He noted harsh decisions needs to be made; the ball is the Supervisors court as they need to make the decision based on the greater good for the community.

11:01 AM Danielle Bondshu/Clerk of the Board stepped away as Clerk and Deanna Stickles/Deputy Clerk of the Board II stepped in as Clerk. Danielle Bondshu stepped back in at **11:04 AM**.

Board discussion ensued.

CONTINUANCE: Item will be continued to February 4th, 2025 at 9:00 AM or soon thereafter.

RESULT: CONTINUED

3. **Board of Supervisors**

Discussion and Possible Direction Regarding the Lease Agreement Between Mariposa County SPCA and Mariposa County and Whether the Board Wishes to Explore Strategies to Develop Greater Cooperation Between the Parties That Increase Transparency Regarding the County and Non-Profit Partners' Efforts to Promote Animal Welfare in Mariposa County (Supervisors Smallcombe and Toso)

Chair Menetrey noted there are still several items on today's agenda. Board consensus on the continuance of

this item.

CONTINUED: Item continued to December 17th, 2025, at 2:00 PM.

L. Closed Session

11:33 AM Chair Menetrey recessed the Board into closed session, noting they would reconvene at 12:30 PM.

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

11:34 PM Chair Menetrey recessed the Board into closed session.

1. Administration

CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Deputy Sheriff's Association (DSA) and Sheriff's Management Association (SMA)

RESULT: CLOSED SESSION HELD

Report Out

12:30 PM Chair Menetrey reconvened the Board meeting and reported out of the closed session. Information was received, and direction was given.

K. 12:30 PM Board Recognitions

1. Board of Supervisors

Adopt a Resolution Recognizing Steven W. Dahlem on his Retirement

Chair Menetrey introduced the item.

Public comment was received by Marshall Long/Former District 3 Supervisor noted the one thing that always impressed him was Mr. Dahlem was a team player. He then addressed Mr. Dahlem stating "You have always worked hard, taken on tough tasks, always fulfilled those tasks with good nature and kept the Board on the straight and narrow." He then thanked Mr. Dahlem and noting he is leaving big shoes to fill.

Jeanne-Ann Pine reminisced noting when she got onto the Grand Jury, Mr. Dahlem came and presented to them, he was doing his job, but his influence was so great.

Keith Williams/Retired County Tax Collector, thanked Mr. Dahlem for his counsel. He noted that retirement is fun and that they golf every Thursday if he wants to join.

Jessica Brandle/Daughter noted how proud of her father she was and congratulated him on his retirement.

Pam Leonard/Family Friend noted she had worked for Steve for many years and that he was part of her family. She noted that his dedication to his community shows, and he has always been about helping those who need it.

Michael Fagalde/Judge noted he has known Mr. Dahlem for a long time. He noted in the 10 years on the bench he has been in front of Mr. Dahlem several times. He noted he has always been a great colleague, county counsel, and friend.

Russ Marks/County Surveyor thanked Mr. Dahlem for keeping him out of trouble. He knew he could have a conversation and be kept in line. He noted he has memories of being a young boy watching high school basketball games with Mr. Dahlem being a top player. He noted he was also a patient of Mr. Dahlem's dad and that Mr. Dahlem was a better driver than his mom.

Ben Goger/Planning noted he has heard about Mr. Dahlem's commitment to the community and staff. However, when he began at the County, he didn't know anything, but Mr. Dahlem helped walk them through the varying details.

Perca Dahlem, his sister-in-law, noted that he is a wonderful attorney but is better at everything he does. He noted that he is Uncle Steve, noting they have made it through. He is now in retirement and knows he will have fun.

Steve Engfer thanked the board for recognizing Mr. Dahlem and for all his help with projects such as the Silvertip and Biomass projects. He wished him well in his next steps and noted that Mr. Dahlem has always dressed impeccably. He noted that, as a lawyer, his favorite suit is a lawsuit (joke). He then thanked Mr. Dahlem for his professionalism.

Rhonda Scherf/County Counsel Executive Assistant, noted it had been a great 16 years, noting they had reached the ultimate milestone. She noted he has set the bar high for all those who will follow him not only as Counsel but also as a boss, mentor, and friend. She closed by noting he will always have her admiration.

Steve Ward/Cal Fire/County Fire thanked Mr. Dahlem for the last 5 years. He noted there have been a lot of changes in the County Fire realm and Mr. Dahlem has been instrumental in guiding him through those changes and understanding the vision. He then thanked Mr. Dahlem for his advice and guidance.

Pete Judy/Form Chief Probation Officer, noted he met Mr. Dahlem 25 years ago. He noted they had a lot in common and, through his years, had heard the stories about the Dahlem family and all they, including Mr. Dahlem, have given to this community. He thanked him and noted as a former Department Head, a lot of people have opinions, but one must earn the ability to give advice, he noted that Mr. Dahlem was always very honest and willing to help and listen. He then thanked him for his service to this community.

Joe Lynch noted that, as a county employee, he always respected Mr. Dahlem and noted that he was a guiding force. He noted when he moved to the CAO's office, he learned to respect Mr. Dahlem as a man, noting his nickname is the Fun sucker. He noted Mr. Dahlem always tells one the truth, noting the government is tough, but the truth shines through. He noted that Mr. Dahlem had set a very high bar, noting that he had given his life to this community.

Bill Leonard/Family Friend, noted he has known the Dahlem family since they moved here. He noted his brother worked on the D/D (D bar D) (Doc and Della) Ranch. He noted his mother was also their house cleaner and noted how clean Mr. Dahlem kept his room, whereas his younger brother's room was always messy. He noted Mr. Dahlem has always been a good friend to him and his wife and appreciated who he is. He ended by noting Mr. Dahlem was a good person, and that he appreciated him.

Doug Binnewies/Retired Sheriff, congratulated Mr. Dahlem and noted he could talk for hours about how amazing he is. He thanked Mr. Dahlem for his service, noting he is a Grizzly at heart, leading with integrity and being a great mentor and partner. He noted he remembers each piece of advice that has been shared with him and is so proud of Mr. Dahlem and his accomplishments. He ended by noting that Mr. Dahlem is a great friend.

Anita Starchman Bryant/Judge noted she has known Mr. Dahlem since she was 10. She recognized him as a

mentor, further noting he set the bar high. She noted he has a level of dignity she hoped to achieve and thanked him for being a good example. She further noted she is also a Fun Sucker and wears that with pride. She noted, as her dad used to say, "Tell them what they need to hear, not what they want to hear." She then congratulated him.

Jermey Brieese/Sheriff noted growing up in Mariposa, Mr. Dahlem was always a local figure. He was not only supportive but respectful to Sheriff Brieese and his family growing up. He noted Mr. Dahlem has always been supportive to the Native Americans in Mariposa. He noted Mr. Dahlem was a mentor teaching calmness. He ended noting that Mr. Dahlem had coined the phrase "let the world take a spin." He thanked Mr. Dahlem.

Vincent Kehoe/Assessor/Recorder noted as the Chair of the Rotary Club. What many don't know is that Mr. Dahlem was in charge of the committee for the golf tournament for years. He noted that Mr. Dahlem had a way of making one feel like they were part of the team. He also ensured there were no loose ends and everything was well organized. He noted that Mr. Dahlem never made him feel like he didn't know anything; he was always a guide and mentor.

Danielle Bondshu/Clerk of the Board noted that Mr. Dahlem was her best friend in the office. He has been a mentor over the years, writing her vent and acting as a soundboard. She noted that she would feel the loss of him and Ms. Scherf the hardest as they have been a constant in her world amid a sea of change.

Walter Wall/District Attorney, noted that when he came to be the District Attorney, he didn't understand the nature of the office. He noted that Mr. Dahlem has been rock-steady over the years. Mr. Dahlem not only has knowledge, but he also does what he says. He noted that Mr. Dahlem is the longest-standing County Counsel in the State of California with sixteen years of service, and his shoes will be difficult to fill.

Supervisor Smallcombe noted that Mr. Dahlem is a smorgasbord of law. From animal control to zoning, he covers it all with grace and dignity. She noted he was approachable, and she really valued that she could walk into his office at any point in time and ask what she needed. She highlighted all the things he did to bring our County into the 21st century, especially bringing contracts up to an outstanding standard. She noted she would miss his breath of experience and the many ways he had bettered the community.

Supervisor Forsythe noted he couldn't add anything further about his professionalism that hadn't already been said, but he noted Mr. Dahlem was a friend. He noted how honest Mr. Dahlem was and what a blessing it had been to know him and his family.

Supervisor Toso noted she was happy for Mr. Dahlem but sad for the County. She noted his accomplishments are impressive.

Supervisor Poe noted he did not know Mr. Dahlem until he was elected to the Board two years ago. He noted what has struck him is Mr. Dahlem's track record. He noted how approachable and knowledgeable Mr. Dahlem is and noted he would miss their conversations on golf.

Chair Menetrey noted that everything that was mentioned was true. He noted that when he was encouraged to run for his district seat, he did not know what he would be getting into. He noted that he quickly learned that Mr. Dahlem was his go-to. He noted that he would miss the comradery that was had with agenda review. He also noted that he would often come in on Saturday, and Mr. Dahlem would be here working as well. He noted that he is always here for the community and has been exemplary.

Chair Menetrey moved to the floor and presented Steven W. Dahlem with a resolution and tile plaque.

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

Reception with Refreshments to Follow

1:17 PM Chair Menetrey recessed the Board for a reception.

M. 2:00 PM Reconvene

Vice-Chair Smallcombe called the meeting to order. Chair Menetrey is excused.

1. Planning

PUBLIC HEARING: Approve the Close Out of Community Development Block Grant Contract 20-CDBG-12064 for First Time Homebuyers Assistance

Ben Goger gave the staff report. No public comment was received. Board discussion ensued.

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

2. Planning

PUBLIC HEARING: to Approve Land Conservation (Williamson) Act Contract Application Number 2023-143, 3000 Old Highway, Catheys Valley, CA 95306, APN: 017-090-002-000, 017-060-015-000, 017-090-011-000, 017-070-002-000, Craig Mathis (Applicant) CBM Ranches, LLC (Owner)

Steve Engfer/Planning Director, gave a PowerPoint presentation. No public comment was received.

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

3. Planning

PUBLIC HEARING: to Approve Land Conservation (Williamson) Act Contract Application Number 2024-085, 3520 Ben Hur Rd., Mariposa, CA 95338, APN: 017-080-059-000, Matthew Dimmick (Applicant)

Steve Engfer gave a PowerPoint presentation. No public comment was received.

RESULT: **Adopted**
MOVER: District III Supervisor Danette Toso

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

4. **Planning**

PUBLIC HEARING: to Approve Land Conservation (Williamson) Act Contract Application Number 2024-095, 3397 Ben Hur Rd., Mariposa, CA 95338, APN: 017-580-003-000, 017-580-004-000, Galen and Vickie Alldrin (Applicant)

Steve Engfer gave a PowerPoint presentation. No public comment was received.

RESULT: **Adopted**
MOVER: District II Supervisor Shannon Poe
SECONDER: District III Supervisor Danette Toso
AYES: District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED: District V Supervisor Miles Menetrey

5. **Planning**

PUBLIC HEARING: to Approve Land Conservation (Williamson) Act Contract Application Number 2024-099 & General Plan/Zoning Amendment Application Number 2024-119, 4282 Triangle Rd., Mariposa, CA 95338, APN: 017-300-027-000, 014-300-034, 014-300-029, 014-300-028, 014-300-032, 014-300-031, 014-290-020, 014-290-021, Frederik Rodenhuis (Applicant)

Steve Engfer gave a PowerPoint presentation. No public comment was received.

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

6. **Planning**

Waive the First Reading and Introduce an Ordinance Titled an "Ordinance Amending the Zoning Map of Mariposa County" for Assessor Parcel Numbers (APNs) 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034 from the Mountain Home Zone (MHZ) And/Or Mountain General Zone (MGZ) to the Agricultural Exclusive Zone (AEZ) Pursuant to General Plan/Zoning Amendment Application No. 2024-119, CFP Corporate Finance Partners LLC, Owner; Fredrik Rodenhuis (Applicant)

Vice-Chair Smallcombe read the item. No public comment was received.

RESULT: INTRODUCED

Recess Board of Supervisors

2:51 PM Vice-Chair Smallcombe recessed the Board of Supervisors meeting, and the Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

I. AIR POLLUTION CONTROL DISTRICT

2:51 PM Vice-Chair Smallcombe called the Air Pollution Control District meeting to order.

Public Comment Period

None.

APCD Regular Agenda

1. Air Pollution Control District (APCD)

PUBLIC HEARING: Consider and Approve Assembly Bill (AB) 2588 2023 Annual Air Toxics Hot Spots Report

Wendy Vittands/Program Specialist Environment Health gave the staff report. No public comment was received.

RESULT:	Adopted
MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
EXCUSED:	District V Supervisor Miles Menetrey

Adjourn APCD

3:05 PM Vice- Chair Smallcombe adjourned the APCD meeting.

Reconvene as the Board of Supervisors

3:05 PM Vice-Chair Smallcombe reconvened the Board of Supervisors meeting.

J. Board Information

None.

N. Adjournment

3:05 PM Vice-Chair Smallcombe adjourned in memory of Clarence Leonard Sr., Frank Leonard, Richard Wagner, and Steven Harris.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-537

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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

Not Applicable

ATTACHMENTS

None

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 COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Steven Ward, Division Chief
RE: Approve Opening of 45-day Comment Period for Use of Title III Funding from the Secure Rural Schools and Community Self-Determination Act of 2000

RECOMMENDATION AND JUSTIFICATION

Approve Opening of 45-day Comment Period for Use of Title III Funding from the Secure Rural Schools and Community Self-Determination Act of 2000.

SRS Title III is federal funding available for the following uses:

1. to carry out activities under the Firewise Communities program;
2. to reimburse the participating county for search and rescue and other emergency services, including firefighting and law enforcement patrols;
3. to cover training costs and equipment purchases directly related to the emergency service; and
4. to develop and carry out community wildfire protection plans.

In Mariposa County, Title III funds have been used to implement wildfire protection plans, including support for the Mariposa County Fire Safe Council, Mariposa County Resource Conservation District and the Southwest Interface Team (SWIFT) project. However, other intended uses can also be for specific emergency service equipment training for firefighting, law enforcement, and search and rescue.

Mariposa County Fire is looking to come into current times and enter into the AVL (automatic vehicle locator) and tracking system that integrates into our CAD (computer aided dispatch) system. The software program is called Tactical Command and offers real time locating during incidents, the closest resource tracking automatically through CAD, information sharing regarding mapping, structural hazards, incident location and routing, and other such safety information. This program ties into the state CAD system that Madera and Merced counties are also utilizing and allows for our resources as well as all state and other local unit government resources to be seen and located live. The request to utilize these funds is in accordance to bullet point #3 above. The Tactical Command software and annual maintenance costs will be paid for out of our current LG1 (Local Government 1) agreement with CALFIRE. These funds will be specifically for the laptops through our County IT. Currently, Mariposa County has around \$80,234 to be allocated in the next cycle of projects. If approved, 45-day public comment would end January 24, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Fiscal Year 2024-2025 (FY25) budget approved by the Board recognizes Title III funds generally but without specific allocations to projects. After funds are approved through federal allocation, projects are then brought before the board for consideration and support, then approval to open 45 day public comment period. After the comment period is closed and comments are considered, the board will approve or deny the use of funds.

Title III funding allocations have been approved by the Board since the late 1990s.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Will not move forward with Tablet Command while we look at other options to purchase through our general fund budget.

FINANCIAL IMPACT

None; monies are allocated through the Title III Secure Rural Schools and Community Self-Determination Act of 2000, so no increase to budgets is necessary.

ATTACHMENTS

None

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 COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-538

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve an Agreement with Behavioral Health Care Sierra Vista Hospital in the Amount of \$100,000 for Inpatient Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Behavioral Health Care Sierra Vista Hospital in the Amount of \$100,000 for Inpatient Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such placement. Multiple contracts are necessary because beds are in short supply throughout California. We have successfully contracted with this facility since 2009. Under this contract, Mariposa County Health and Human Services Agency (HHSA) will reimburse Behavioral Health Care Sierra Vista Hospital Inc. as stated in Exhibit B, with an amount not to exceed \$100,000 when services are required.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous agreement with Behavioral Health Care Sierra Vista was approved by the Board on September 20, 2023, by Resolution No. 2022-534.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, HHSA crisis response workers will have greater difficulty in placing clients who require emergency psychiatric hospitalization. This may negatively impact County residents and other clients who may require emergency psychiatric services.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Sierra Vista Hospital 2025

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

AGREEMENT FOR ADULT PSYCHIATRIC INPATIENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and BHC Sierra Vista Hospital, Inc. DBA Sierra Vista Hospital, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform inpatient as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$100,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

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, the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 or equivalent form covering any auto (Code 1), scheduled, hired, and non-owned autos (Symbols 7, 8, 9) 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 \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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 Excess Liability, if applicable, 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. Excess liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad CG 20 10 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 sole negligence in the 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, unless arising out of County's gross negligence or willful misconduct.

(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 on the Excess Liability, Auto Liability and Workers Compensation 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. Waiver of Subrogation shall not be applicable if a loss arises out of the County's gross negligence or willful misconduct.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Contractor shall be permitted to maintain a program of insurance, self-insurance or any combination thereof to comply with the insurance requirements within this Agreement.

(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. 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.

(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 release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

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)

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.

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:

BHC Sierra Vista Hospital, Inc.
8001 Bruceville Road
Sacramento, CA 95823

COUNTY:

County of Mariposa
P.O. Box 99
5362 Lemee Lane
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, 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 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.

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.

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.

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 party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards 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.

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 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

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Karampal Singh, Group CFO
BHC Sierra Vista Hospital

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

CONTRACTOR agrees to prescribe 30 days' supply of required medication to Mariposa County Health and Human Services Agency (HHSA) clients upon discharge from Contractor's facility.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. The secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:

HIP AA/ 45 C.F.R. Parts 160 and 164

LPS I W &I Codes Sections 5328-

5328.1545 C.F.R. Part 2

HITECH Act 42. U.S.C. Section 17921 et.

seq.CMIA Ca Civil Code 56 through

56.37

Title 9, CCR Section 1810.370(a)(3)

Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours. (As defined by the HITECH Act

Exhibit B
COST PROPOSAL

Daily rate for Fiscal Year 2025:

- Managed/Medi-Cal beneficiary: \$1155.98 per day for adolescents and adults excluding the physician fee, beginning with the day of admission up to, but not including day of discharge.
- Indigent/Short-Doyle/Non-Medi-Cal admissions: \$1,115.98 without psychiatric support services; \$1,260.98 per child per day with psychiatric support services; and \$1260.98 per adult per day with psychiatric support services; beginning with the day of admission up to, but not including day of discharge.
- Any applicable physician fees will be billed separately by the hospital at \$105.00 per day.
- The 2025 negotiated and contracted all-inclusive inpatient rate for Medi-Cal eligible individuals 22 to 64 years of age is \$1324.00 per day for accommodation code 124 and includes room and board, psychiatric services, medication, laboratory fees, medical history and physical, and all ancillary medical and psychiatric services but excludes the day of discharge.
- Mariposa County Health and Humans Services Agency (HHSA) shall make one payment for applicable physician fees per patient to Contractor. Contractor will reimburse the attending psychiatrist out of the funds received from HHSA.
- Administrative daily rate for Fiscal Year 2025: \$817.64 per day for any Medi-Cal beneficiary admitted to Contractor's facilities, excluding doctor and professional fees, for day of admission up to, but not including day of discharge.
- Contractor's claim shall be limited to the fixed rate per day noted above. In the event the Host County (Sacramento County) sets a new rate, HHSA and Contractor agree the newly set rates will supersede above stipulated rates on each applicable year. Contractor shall provide and copy of the executed host county rate letter. Rates will be effective in the applicable fiscal year.
- The rate structure utilized to negotiate the inclusive of all services defined as psychiatric inpatient services in CCR, Title 9, Chapter 11, Section 1810.430 (d)(5), and the rate structure does not include non-hospital-based physician or psychological services.
- The above rates are subject to increase based on the state approved rates in effect on the date of services.
- The total amount of is not to exceed \$100,000 for the term of the agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2024

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 Marsh USA LLC 1717 Arch Street PHILADELPHIA, PA 19103-2797	CONTACT NAME: Patricia Myers PHONE (A/C, No, Ext): (215) 246-1063 E-MAIL ADDRESS: patricia.a.myers@marsh.com FAX (A/C, No):																					
CN102273418-HERIT-CA-24-25 HERITA GAWXP	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A : Endurance American Specialty Insurance Company</td><td>41718</td></tr><tr><td colspan="2">INSURER B : National Union Fire Ins Co. of Pittsburgh PA</td><td>19445</td></tr><tr><td colspan="2">INSURER C : All Insurance Co</td><td>19399</td></tr><tr><td colspan="2">INSURER D :</td><td></td></tr><tr><td colspan="2">INSURER E :</td><td></td></tr><tr><td colspan="2">INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Endurance American Specialty Insurance Company		41718	INSURER B : National Union Fire Ins Co. of Pittsburgh PA		19445	INSURER C : All Insurance Co		19399	INSURER D :			INSURER E :			INSURER F :		
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INSURED Heritage Oaks Hospital c/o UHS of Delaware, Inc. 367 S. Gulph Road King of Prussia, PA 19406																						

COVERAGES **CERTIFICATE NUMBER:** CLE-005538133-41 **REVISION NUMBER:** 4

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
B	AUTOMOBILE LIABILITY			6890150 (AOS)	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
B	☒ ANY AUTO			6890152 (VA)	03/01/2024	03/01/2025	BODILY INJURY (Per person)	\$
C	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			6890151 (MA)	03/01/2024	03/01/2025	BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☒ OCCUR			HSL10006193209	03/01/2024	03/01/2025	EACH OCCURRENCE	\$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE			(General Liability)			AGGREGATE	\$ 2,000,000
	☐ DED ☐ RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			020395961 (A/O/S)	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	020395962 (CA)	03/01/2024	03/01/2025	E.L. EACH ACCIDENT	\$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			020395963 (WI)	03/01/2024	03/01/2025	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: The above referenced Insured is self insured for \$3,000,000 each and every occurrence for 03/01/24 - 03/01/25.
Hospital Professional Liability: The above referenced Insured is self insured for \$5,000,000 each and every occurrence for 03/01/24 - 03/01/25.
Re: Managed Care Provider Contract

CERTIFICATE HOLDER

Mariposa County Behavioral Health and
Recovery Services
5037 Stroming Road
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

Marsh USA LLC

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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-539

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve an Agreement with Behavioral Health Center (BHC) Heritage Oaks Hospital, Inc. Db: Heritage Oaks Hospital in the Amount of \$100,000 for Psychiatric Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Behavioral Health Center (BHC) Heritage Oaks Hospital, Inc. Db: Heritage Oaks Hospital in the Amount of \$100,000 for Psychiatric Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts out such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of agreements, there would likely come a time when someone is in danger to themselves or others, and no bed space would be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous agreement with this contractor was approved by Resolution #2023-595 on November 7, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, HHSA crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Heritage Oaks Hospital 2025

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

AGREEMENT FOR ADULT PSYCHIATRIC INPATIENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and BHC Heritage Oaks Hospital, Inc. Dba: Heritage Oaks Hospital, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform inpatient as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$100,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

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, the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 or equivalent form covering any auto (Code 1), scheduled, hired, and non-owned autos (Symbols 7, 8, 9) 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 \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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 Excess Liability, if applicable, 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. Excess liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad CG 20 10 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 sole negligence in the 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, unless arising out of County's gross negligence or willful misconduct.

(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 on the Excess Liability, Auto Liability and Workers Compensation 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. Waiver of Subrogation shall not be applicable if a loss arises out of the County's gross negligence or willful misconduct.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Contractor shall be permitted to maintain a program of insurance, self-insurance or any combination thereof to comply with the insurance requirements within this Agreement.

(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. 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.

(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 release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

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)

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.

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:

BHC Heritage Oaks Hospital, Inc.
8001 Bruceville Road
Sacramento, CA 95823

COUNTY:

County of Mariposa
P.O. Box 99
5362 Lemee Lane
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, 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 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.

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.

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.

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 party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards 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.

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 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

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Yannis Angouras, CEO
BHC Heritage Oaks Hospital, Inc. DbA:
Heritage Oaks Hospital

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

CONTRACTOR agrees to prescribe 30 days' supply of required medication to Mariposa County Health and Human Services Agency (HHSA) clients upon discharge from Contractor's facility.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. The secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:

HIP AA/ 45 C.F.R. Parts 160 and 164

LPS I W & I Codes Sections 5328-

5328.1545 C.F.R. Part 2

HITECH Act 42. U.S.C. Section 17921 et.

seq. CMIA Ca Civil Code 56 through

56.37

Title 9, CCR Section 1810.370(a)(3)

Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail within 48 hours. (As defined by the HITECH Act

Exhibit B
COST PROPOSAL

Daily rate for Fiscal Year 2025:

- Indigent/Short-Doyle/Non-Medi-Cal/Managed/Medi-Cal beneficiary: \$1155.98 per day for adolescents and adults excluding the physician fee, beginning with the day of admission up to, but not including day of discharge. Any applicable physician fees will be billed separately by the hospital at \$105.00 per day. Services; \$1,260.98 per child per day with psychiatric support services; and \$1260.98 per adult per day with psychiatric support services; beginning with the day of admission up to, but not including day of discharge.
- The 2025 DHCS regional all-inclusive inpatient rate for Medi-Cal and Short-Doyle eligible individuals 22 to 64 years of age is \$1324.00 per day for accommodation code 124 and includes room and board, medication, laboratory fees, medical history and physical, and all ancillary medical and psychiatric services but excludes the day of discharge. Any applicable physician fees will be billed separately by the hospital at \$105.00 per day.
- Mariposa County Health and Humans Services Agency (HHSA) shall make one payment for applicable physician fees per patient to Contractor. Contractor will reimburse the attending psychiatrist out of the funds received from HHSA.
- Administrative daily rate for Fiscal Year 2025: \$817.64 per day for any Medi-Cal beneficiary admitted to Contractor's facilities, excluding doctor and professional fees, for day of admission up to, but not including day of discharge.
- Contractor's claim shall be limited to the fixed rate per day noted above. In the event the Host County (Sacramento County) and or DHCS sets a new rate, HHSA and Contractor agree the newly set rates will supersede above stipulated rates on each applicable year. Contractor shall provide and copy of the executed host county rate letter. Rates will be effective in the applicable fiscal year.
- The rate structure utilized to negotiate the inclusive of all services defined as psychiatric inpatient services in CCR, Title 9, Chapter 11, Section 1810.430 (d)(5), and the rate structure does not include non-hospital-based physician or psychological services.
- The above rates are subject to increase based on the state approved rates in effect on the date of services.
- The total amount of is not to exceed \$100,000 for the term of the agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2024

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 Marsh USA LLC 1717 Arch Street PHILADELPHIA, PA 19103-2797	CONTACT NAME: Patricia Myers PHONE (A/C, No, Ext): (215) 246-1063 E-MAIL ADDRESS: patricia.a.myers@marsh.com FAX (A/C, No):
CN102273418-HERIT-CA-24-25 HERITA GAWXP	INSURER(S) AFFORDING COVERAGE INSURER A: Endurance American Specialty Insurance Company INSURER B: National Union Fire Ins Co. of Pittsburgh PA INSURER C: AIU Insurance Co INSURER D: INSURER E: INSURER F:
INSURED Heritage Oaks Hospital c/o UHS of Delaware, Inc. 367 S. Gulph Road King of Prussia, PA 19406	NAIC # 41718 19445 19399

COVERAGES **CERTIFICATE NUMBER:** CLE-005538133-41 **REVISION NUMBER:** 4

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY			6890150 (AOS)	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
B	☒ ANY AUTO			6890152 (VA)	03/01/2024	03/01/2025	BODILY INJURY (Per person) \$
C	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6890151 (MA)	03/01/2024	03/01/2025	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			HSL10006193209 (General Liability)	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	020395961 (A/O/S) 020395962 (CA) 020395963 (WI)	03/01/2024 03/01/2024 03/01/2024	03/01/2025 03/01/2025 03/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: The above referenced Insured is self insured for \$3,000,000 each and every occurrence for 03/01/24 - 03/01/25.
Hospital Professional Liability: The above referenced Insured is self insured for \$5,000,000 each and every occurrence for 03/01/24 - 03/01/25.
Re: Managed Care Provider Contract

CERTIFICATE HOLDER

Mariposa County Behavioral Health and
Recovery Services
5037 Stroming Road
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

Marsh USA LLC

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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-540

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: Approve an Agreement with Mother Lode Job Training (MLJT) to Provide Employment Placement Services for Individuals in the Subsidized Employment Program in the Amount not to Exceed \$69,266; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mother Lode Job Training (MLJT) to Provide Employment Placement Services for Individuals in the Subsidized Employment Program in the Amount not to Exceed \$69,266; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The goal of this program is to place four participants into work experience for 20 weeks at 29 hours per week. Ongoing placements continue to successfully prepare and train participants for employment opportunities. This program is fully funded by state and federal funds and has no impact to the County General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the Fiscal Year 2023/24 agreement on June 20, 2023 by Resolution 2023-329.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The professional services of this agency would not be available to assist clients in job placement.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Mother Lode Job Training ESE Agreement 2025

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

AGREEMENT FOR EMPLOYMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Mother Lode Job Training hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on December 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Exhibit A as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$69,266 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

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.

(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 \$1,000,000 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.

(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 release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

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)

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.

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:

Mother Lode Job Training
197 Mono Way, Suite B
Sonora, CA 95370

COUNTY:

County of Mariposa
5362 Leeme Lane
P.O Box 99
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, 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 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.

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.

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.

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 party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards 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.

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 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

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Chris Mackenzie, Executive Director
Mother Lode Job Training

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

A. Mariposa County Health and Human Services Agency Human Services (HS) Division shall:

1. Refer Welfare to Work (WTW) clients to MLJT who meet the criteria for placement in Expanded Subsidized Employment (ESE)
2. Collaborate with MLJT to develop and provide ESE placements within the private or public employment sector for WTW referred clients; collaborate monitoring of the activity placements with MLJT staff once they have begun.
3. Mutually agree with MLJT to establish satisfactory methods for the exchange of information, as may be necessary, to ensure that each party may perform its duties and functions under this Agreement. Procedures shall be instituted to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
4. Pay invoices submitted by MLJT for services rendered on a monthly basis.

B. MLJT shall:

1. Support and coordinate with HS staff to provide referred WTW clients with work readiness training and ESE placement oversight.
2. Provide operational support for the delivery of employment related services for WTW clients, including but not limited to, guidance and coaching for job search and employment related activities, use of computer-based labor market information and labor exchange systems, resume development and job search skills.
3. Provide outreach to employers to create job placement and development opportunities for ESE participants.
4. Provide four (4) ESE placements within private, public, and non-profit employment sector, and collaborate monitoring of the placements with HS staff once they have begun. Placements will be limited based on availability of funds. MLJT will provide monthly detailed narratives describing the progress for each ESE placement.
5. Apart from the Vendor Detailed Worksheet, provide monthly reports (within 10 days of the prior month ending) including employment progress and hours worked, hours of attendance in work readiness training, client successes and services provided.

6. Mutually agree with HS to establish satisfactory methods for the exchange of information, as may be necessary, to ensure that each party may perform its duties and functions under this Agreement. Procedures shall be instituted to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
7. Reimburse the HS for any and all sums received by MLJT as payment of services, where those services are not rendered by MLJT prior to the end of fiscal year 2024/2025.

Exhibit B
COST PROPOSAL

The maximum compensation under this contract shall not exceed \$69,266, subject to availability of government funding (see Contract Article 7.04). MLJT shall submit monthly invoices for services rendered. Mariposa County Health and Human Services Agency Human Services (HS) Division shall review monthly invoices and issue payments for allowable costs listed below.

- 1) Program administration costs **\$5,200** annually to continue to manage business relationships and provide worksite development support.
- 2) Up Front Costs: per participant **\$880** each for worksite outreach and development, work readiness training and EOR onboarding fee one time \$100 per participant.
- 3) Monthly Placement Costs: per participant **\$2,871.44** per month of placement. Each participant works 116 hours per month, at \$16.50 per hour, FICA, Unemployment Insurance and Worker's Compensation Coverage. Wages may also include sick time, accidental overtime and meal violations if needed. Payroll services at 18.8% of Wages and Benefits to manage the payroll process, audit costs, and to monitor sick leave. Placement oversight of 8 hours a month.
- 4) 2024 minimum wage is \$16.00 per hour.
- 5) 2025 minimum wage is increasing to \$16.50 per hour.
- 6) The number of working hours is not to exceed 29 per week to total, approximately 116 a month.

Please refer to Exhibit B.1 for detailed budget information in tabular form.

MLJT shall bill HS monthly for actual services rendered reflecting the total cost for each eligible CalWORKs client using the Vendor Service Detail Worksheet (Exhibit B.2). The invoice shall include an itemization of the total cost for each client served, incorporating the service cost, administration costs, and salaries and benefits. In addition, the invoice shall include ESE wages, FICA taxes and benefits, and direct support service costs (i.e. vocational training). MLJT shall reimburse HS for any and all sums received by MLJT as payment of services, where those services are not rendered by MLJT prior to the end of fiscal year 2024/2025.

Exhibit B.1

****See MLJT Spreadsheet from Sonora****

WTW VENDOR SERVICE DETAIL WORKSHEET

#	Client Name	# of Visits	Service/Activity	Service/Activity	Service/Activity	Service/Activity	Service/Activity	Service Cost	Admin Cost	Total Cost
0	OHN DOE	10	123 WEDNES	456 THURSDAY	789 FRIDAY	1011 SATURDAY	1213 SUNDAY	\$500.00	\$50.00	\$550.00
1										\$0.00
2										\$0.00
3										\$0.00
4										\$0.00
5										\$0.00
6										\$0.00
7										\$0.00
8										\$0.00
9										\$0.00
10										\$0.00
11										\$0.00
12										\$0.00
13										\$0.00
14										\$0.00
15										\$0.00
16										\$0.00
17										\$0.00
18										\$0.00
19										\$0.00
20										\$0.00
21										\$0.00
22										\$0.00
23										\$0.00
24										\$0.00
25										\$0.00
26										\$0.00
27										\$0.00
28										\$0.00
29										\$0.00
30										\$0.00
Total # of Visits		0						\$0.00	\$0.00	\$0.00

OUTCOMES AND SUCCESS:

ADDITIONAL NOTES:

EMPLOYED:

Exhibit B.2

WTW VENDOR SERVICE DETAIL WORKSHEET

Up-Front Costs	Hours	Number	Rate	Total	MLJT to:
Worksite Outreach and Development	3	4	\$ 130.00	\$1,560.00	Identify businesses to host, train and supervise workers. Develop worksite contract, do safety inspection, provide orientation to supervisors
Administration	40	1	\$ 130.00	\$5,200.00	Manage business relationships and provide worksite development support billed in six equal installments
Work Readiness Training	3	4	\$ 130.00	\$1,560.00	Prepare participants for worksite
EOR onboarding fee		4	\$ 100.00	\$400.00	EOR (Employer of Record)
Total Upfront Costs				\$8,720.00	

Wages & Benefits	Hours	Participants	Weeks or Months	Rate		MLJT to:
Placement Oversight	2	1	18	\$ 130.00	\$4,680.00	Provide job coaching, receive and verify time sheets
WEX Hours	116	1	4.5	\$ 16.50	\$8,613.00	Pay WEX wages
WEX FICA				7.650%	\$658.89	Pay Employer Taxes
WEX Workers Comp				12.426%	\$1,070.25	Provide Workers Comp Coverage
WEX UI				6.206%	\$534.52	Provide Unemployment Insurance Coverage
WEX EOR Services				18.80%	\$2,044.81	Process payroll, manage sick leave accrual and use
Total Wages & Benefits					\$12,921.48	

Wages & Benefits	Hours	Participants	Weeks or Months	Rate		MLJT to:
Placement Oversight	2	3	20	\$ 130.00	\$15,600.00	Provide job coaching, receive and verify time sheets
WEX Hours	116	3	5	\$ 16.50	\$28,710.00	Pay WEX wages
WEX FICA				7.650%	\$2,196.32	Pay Employer Taxes
WEX Workers Comp				12.426%	\$3,567.50	Provide Workers Comp Coverage
WEX UI				6.206%	\$1,781.74	Provide Unemployment Insurance Coverage
WEX EOR Services				18.80%	\$6,816.05	Process payroll, manage sick leave accrual and use
Total Wages & Benefits					\$43,071.61	

VENDOR ASSURANCE OF COMPLIANCE WITH
THE MARIPOSA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: MOTHER LODE JOB TRAINING

HEREBY AGRESS THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq. as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 ©, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulation (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal work hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

DATE

DIRECTOR'S SIGNATURE

ADDRESS OF VENDOR/RECIPIENT
197 Mono Way, Suite B
Sonora, CA 95370



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Appoint Gabriel Edwards as a Member Representing the Mariposa County Museum Advisory Board to the Mariposa Town Advisory Task Force with a Term Expiring One Year from the Date of the First Scheduled Meeting of the Task Force

RECOMMENDATION AND JUSTIFICATION

Appoint Gabriel Edwards as a Member Representing the Mariposa County Museum Advisory Board to the Mariposa Town Advisory Task Force with a Term Expiring One Year from the Date of the First Scheduled Meeting of the Task Force.

Edwards has expressed interest in serving on this committee and has met the qualifications.

With this action, there will be no vacancy on this committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board of Supervisors to Appoint or Re-appoint the committee members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If members are not appointed or re-appointed, this would result in vacancies which could cause a lack of quorums for the committee until the vacancies are advertised and filled.

FINANCIAL IMPACT

None

ATTACHMENTS

1. 241210 Redact Application - Gabe Edwards
2. 241126 Mariposa Town Advisory Task Force Vacancy Notice

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



RECEIVED

By Clerk of the Board's Office at 9:21 am, Nov 26, 2024

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>

RECEIVED

NOV 26 2024

Mariposa County Planning Department

INSTRUCTIONS

Completely fill out this form,
sign and return to:

Clerk of the Board

5100 Bullion Street

P.O. Box 784

Mariposa, CA 95338

Name of Board, Commission or Committee for which you are applying:

Mariposa Town Task Advisory Force

Supervisory District in which you Reside: DISTRICT 4

Length of Residency in the County: 24 Years

First Name:

Gabriel

Last Name:

Edwards

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

Yes

Employment Status: Employed, self-employed, Nonprofit founder

Employer's Name:

University of California

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:

I love Mariposa County and want to help maintain all the wonderful small-town nature of our community while helping to improve and develop opportunities for locals to grow, thrive, and succeed.

Please list prior/current appointments to other Boards/Commissions/Committees:

Mariposa Branding Committee
Mariposa County Code Compliance Advisory Committee
Mariposa County Chamber of Commerce
Mariposa County Educational Bridge Foundation
Mariposa Museum and History Center

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:

Certified Lean Six Sigma Business Process Optimization Manager
25 year Information Technology professional
Former 2-term Chairperson & 5-year Director of the Mariposa Chamber of Commerce
10 years Architectural assistant

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:

No

Resumé
Attached:
No

Time(s) you have available to attend meetings (days,
evenings, etc.):
Any

Do you have transportation?
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: 11/24/2024

Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Mariposa County

STEVE ENGFER
Planning Director



5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCIES ON THE MARIPOSA TOWN ADVISORY TASK FORCE

There is (1) vacancy that currently exists on the Mariposa Town Advisory Task Force (MATF) for an At Large (HSRPC, Museum Advisory Board, Arts Council) for a one (1) year term from the date of the first scheduled meeting of the Task Force.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

A. Eligible members shall be:

1. Members shall be employed at a place of business or serving as a volunteer worker within the geographic boundaries of the Mariposa Town Planning Area; or
2. Own a business located within the geographic boundaries of the Mariposa Town Planning Area; or
3. Reside within the geographic boundaries of the Mariposa Town Planning Area; or
4. Own real property located within the geographic boundaries of the Mariposa Town Planning Area.
5. Members shall maintain these qualifications for their entire term of appointment.

B. The Task Force is to represent a cross section of the above categories of eligibility:

1. At least three (3) members must represent the business community. (A)
2. At least one (1) member shall be appointed from the Historic Sites and Records Commission. (B)
3. At least one (1) member shall be appointed from the Mariposa County Museum Advisory Board. (C)
4. At least one (1) member shall be an employee or volunteer of the Mariposa County Arts Council. (D)
5. At least one (1) member shall reside within the geographical boundaries of the Mariposa Town Planning Area. (E)
6. At least one (1) at-large member that meets the criteria of either number 2, 3, or 4 from, Section I.C. (F)

The PURPOSE AND TASK of the MATF include the following:

The Task Force shall serve as an advisory body to the Mariposa County Board of Supervisors. Duties of the Task Force shall be to Review and evaluate the Town Plan and its policies and programs to provide recommendations for plan updates including, but not limited to:

1. Consideration and review of existing development conditions to establish current baseline development data.
2. Evaluate and recommend zoning and development standards changes considering

Mariposa Town Advisory Task Force (MATF) **Vacancy Notice**; 11/26/24

alignment with the Development Code update.

3. Establish plan update task prioritization list as relates to County project advancement within the Plan area, such as the Creek Parkway, Fournier Road Bridge, Streetscape Improvement Plan, Gateway Murals and Elements.
4. Evaluation and Review of Mariposa Public Utility District (MPUD) Service Area Annexation to the Town Plan Area for Creatin of any plan update needs recommendations.
5. Consider and recommend circulation and any additional street improvement program in the Town Plan Area.
6. Provide recommendations to implement, modify, update, or eliminate programs or policies and propose new programs or polices responsive to the needs of the Town Plan Area for economic development, as well as alignment of the Town Plan for County housing objectives and the 2024 Housing Element Update.

If you are interested in serving on the committee, please submit an application for the MATF to:
Clerk of the Board, PO Box 784, Mariposa, CA 95338

DEADLINE FOR APPLICATIONS: Open Until Filled

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and
On-line at: <https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=>

For more Information visit the County Website or contact: Steve Engfer, Planning Director Mariposa County Planning Department Telephone: (209) 966-5151; email: sengfer@mariposacounty.org

Posting Locations:

Mariposa County Planning Department
 Mariposa County Gov Center Display Board
 Mariposa County Clerk's Office
 Fish Camp Post Office
 Greeley Hill Community Club
 Hornitos Post Office
 Lake Don Pedro Market
 Midpines Post Office
 Bootjack Store
 Wawona Post Office
 Woodland Gas, Food, & Liquor
 Yosemite Valley Post Office
 Yosemite West Community Board
 Catheys Valley Post Office
 Coulterville Post Office

El Portal Post Office

www.mariposacounty.org/planning

Posted: Mailed for posting on 11/26/24 ~ Leave posted until notified.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-542

MEETING: December 10, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Second Amendment to Update the Mattress Recycling Council California, LLC (MRC) Agreement to Include Revised Terms for Title and Risk of Loss, Invoicing, Audits and Inspections, Insurance, and Uncontrollable Circumstances; Designate the Don Pedro Transfer Station as a Used Mattress Collection Facility; Authorize Compensation to the County of Mariposa for Transporting Used Mattresses from the Don Pedro Transfer Station to the Mariposa County Solid Waste Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve a Second Amendment to Update the Mattress Recycling Council California, LLC (MRC) Agreement to Include Revised Terms for Title and Risk of Loss, Invoicing, Audits and Inspections, Insurance, and Uncontrollable Circumstances; Designate the Don Pedro Transfer Station as a Used Mattress Collection Facility; Authorize Compensation to the County of Mariposa for Transporting Used Mattresses from the Don Pedro Transfer Station to the Mariposa County Solid Waste Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Designating the Don Pedro Transfer Station as a Used Mattress Collection Facility will facilitate free mattress disposal for residents in Northern Mariposa County. Mariposa County Solid Waste will transport used mattresses from the Don Pedro Transfer Station to the Mariposa County Solid Waste and Recycling Facility and will be compensated \$305 per load by the Mattress Recycling Council. Most importantly, continued participation in this program will enhance landfill diversion efforts.

Furthermore, the addition of the Don Pedro Transfer Station as a Used Mattress Collection Facility will make the transfer station eligible for funding from the Mattress Recycling Council. California public collection sites are eligible to apply for funding of up to \$10,000 to improve the loading efficiency or safety of their mattress collection operations. While participating hosts are encouraged to contribute to the site improvement costs, such contributions are not a condition of the award. This funding opportunity enhances the operational efficiency and safety of the facility while supporting free mattress disposal for Northern Mariposa County residents.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 24, 2015, Resolution 2015-555 the Board approved an Agreement with Mattress Recycling Council, Inc. to allow the County to participate in the California Used Mattress Recycling Program.

On September 15, 2020, Resolution 2020-556 the Board approved a First Amendment to the Agreement with Mattress Recycling Council, LLC for increased compensation and entity change.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board of Supervisors could choose not to amend the agreement, and the County of Mariposa would no longer participate in the Mattress Recycling Council's Used Mattress Collection Program.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **MariposaCounty.Amendment2.FINAL.10.30.2024**
2. **Mariposa County - Fully Executed - 2020 - Final**
3. **Public comment - Feilding 2**

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

AMENDMENT NO. 2

USED MATTRESS COLLECTION SERVICES AGREEMENT between MATTRESS RECYCLING COUNCIL CALIFORNIA, LLC and THE COUNTY OF MARIPOSA for the benefit of PUBLIC WORKS DEPARTMENT, SOLID WASTE and RECYCLING DIVISION

This Amendment No. 2 (the "Amendment") is effective _____ (the "Effective Date"), by and between Mattress Recycling Council California, LLC, a Delaware limited liability company ("MRC") and the County of Mariposa for the benefit of Public Works Department, Solid Waste and Recycling Division ("Service Provider").

WHEREAS, MRC and Service Provider entered into a Used Mattress Collection Services Agreement (the "Agreement") on or about November 24, 2015 and amended from time to time;

WHEREAS, the Parties desire to further amend the Agreement to update it with MRC's standard title and risk of loss terms;

WHEREAS, the Parties desire to further amend the Agreement to update it with MRC's standard invoicing terms;

WHEREAS, the Parties desire to further amend the Agreement to update it with MRC's standard audit and inspection terms;

WHEREAS, the Parties desire to further amend the Agreement to update it with MRC'S standard insurance terms;

WHEREAS, the Parties desire to further amend the Agreement to update it with MRC'S standard uncontrollable circumstances terms;

WHEREAS, the parties desire to further amend the Agreement to add additional Collection Facilities via attachments;

WHEREAS, the parties desire to amend the Agreement to add Don Pedro Transfer Station as a Collection Facility;

WHEREAS, the parties desire to further amend the Agreement to allow Service Provider to transport Program Products from their Don Pedro Transfer Station to their Mariposa County Solid Waste Facility;

WHEREAS, the parties desire to further amend and update the Program Guidelines attachment to correctly reference Attachment D;

WHEREAS, the Agreement requires all amendments thereto to be in writing signed by the parties; and

WHEREAS, the parties desire to further amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, and for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Title and Risk of Loss. Sections 8.1, 8.2 and 8.3 of the Agreement are removed in their entirety and replaced with the following:

“8.1 The Service Provider (and not MRC) has title to and risk of loss and liability for any and all Program Products, Non-Conforming Units and Non-Program Products that the Service Provider receives. Service Provider shall retain title and risk of loss and liability for all Program Products transported by Service Provider to the assigned Recycler. Should a Transportation Provider other than Service Provider transport any Program Products Consolidated by the Service Provider under this Agreement, title to and risk of loss as to those Program Products, will transfer to that Transportation Provider. MRC at no time takes title to or assumes liability for any Program Products, Non-Conforming Units or Non-Program Products. However, MRC will require in its contracts with its Transportation Providers that they accept title and risk of loss immediately upon accepting any Program Products for transportation from the Service Provider.

8.2 MRC is not responsible for any damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Service Provider, or by any of its employees or contractors, including the Collection Containers, even if such equipment is furnished, rented, or loaned to the Service Provider by MRC.”

2. Consideration and Payment. Section 9.5 of the Agreement is amended to include the following language at the end of the sentence: “.....or for Services performed by the Service Provider but not invoiced for more than 90 days.”
3. Audit and Inspection. Article 10 of the Agreement is removed in its entirety and replaced with the following:

“ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC

10.1 MRC may audit and inspect, the Service Provider’s Collection Facilities during the Collection Facilities’ hours of operation, as well as any other site at which the Service Provider performs the Services. MRC will provide the Service Provider with at least twenty-four (24) hours’ notice before any such audit or inspection.

10.2 The Service Provider will permit MRC to audit, examine, and make excerpts and transcripts, of any books or records, and to make audits of any invoices, materials, records, and other data related to all other matters covered by this Agreement.”

4. Insurance. Sections 12.1 through 12.8 are removed in their entirety and replaced with the following:

“12.1 The Service Provider must maintain, at its own expense, the policies of the following minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
a. Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
b. Workers Compensation	Statutory

12.2 The Service Provider may utilize self-insurance, an insurance fund, an insurance pool or any combination thereof (“Insurance Program”) to satisfy all the obligations related to the required insurance. To the extent that the Service Provider relies on an Insurance Program to meet its obligations, the Service Provider warrants that it satisfies all the requirements of this Article by virtue of its Insurance Program. The intent of this paragraph is to impose on the Service Provider all the same requirements and obligations that would have been imposed on one or more traditional insurance providers had the Service Provider procured the required insurance through traditional insurance providers.

12.3 When available through Service Provider’s Insurance Program, the required insurance, except for worker’s compensation insurance, must contain or be endorsed to contain MRC California, LLC and its sole member and their officers, directors, agents, and employees, as additional insureds.

12.4 When available through Service Provider’s Insurance Program, the required insurance, except for worker’s compensation insurance, must contain or must have any necessary endorsement to affect a waiver of subrogation in favor of MRC California, LLC and its sole member and their officers, directors, agents, and employees.

12.5 When available through Service Provider’s Insurance Program, the required insurance policies (except for worker’s compensation) must contain a written statement in the policies or in endorsements thereto that they are each primary insurance to

any other insurance available to the Service Provider or to any additional insureds or additional named insureds.

12.6 When available through Service Provider's Insurance Program, the required insurance policies (except for worker's compensation) must contain a separation of insureds provision stating that the insurance applies separately to each insured against whom a claim is made or a suit is brought and that the actions or omissions of any insured that might give rise to application of an exclusion to coverage apply only to that insured actually committing the actions or omissions.

12.7 Service Provider must submit current evidence of insurance before Services begin. Evidence of insurance and renewals are to be sent via electronic mail to: contracts@mrc-us.org. Insurance brokers shall remit all renewals to the same email address.

12.8 Service Provider is required to provide MRC with notification of any cancellation or change in Service Provider's insurance coverage during the period of the Agreement with MRC with not less than thirty days' notice prior to the date said cancellation or change becomes effective.

12.9 In the event a Certificate of Insurance required by this Article should expire or be cancelled during the term of this Agreement, Service Provider agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than the remainder of the Agreement.

12.10 Compliance by Service Provider with the foregoing requirements to carry insurance and furnish certificates will not relieve Service Provider from liability assumed under the provisions of this Agreement.

12.11 Both Parties will require all third parties that it uses to provide any services under this contract to comply with the same insurance requirements specified above."

5. Uncontrollable Circumstances. Article 14-Force Majeure is replaced in its entirety with the following:

"ARTICLE 14- UNCONTROLLABLE CIRCUMSTANCES

14.1 Neither party will be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control ("Uncontrollable Circumstance(s)"), including, but not limited to strikes, riots, war, fire, acts of God or terrorism, pandemic, injunction, compliance with any applicable federal,

state, local, and other laws, ordinances, rules, regulations or orders of any public body having jurisdiction, whether valid or invalid, whether now existing or hereafter created. For further clarification, Uncontrolled Circumstances do not include fluctuations in commodity or scrap prices, demand for such materials, or other such changes that affect the economic condition of the market as it relates to recycling and recycled goods.

14.2 The parties will use their best efforts to overcome or remove any Uncontrollable Circumstance and to minimize the effect of such Uncontrollable Circumstance and any costs resulting therefrom.

14.3 Each party will assume the risk of all losses and damages directly incurred by them except as otherwise limited pursuant to the terms of this Agreement, which arise out of an Uncontrollable Circumstance event. Neither party should be entitled to recover from the other revenues lost due to the occurrence of an Uncontrollable Circumstance, provided further, however, that each party is obligated in good faith and to the extent not detrimental to its interests and within any applicable provision of law, to jointly attempt to mitigate the damages, costs and expenses arising out of an Uncontrollable Circumstance event.

14.4 The party asserting that an Uncontrollable Circumstance exists will, as a condition precedent to the right to claim the benefits of this Section, promptly after becoming aware of such Uncontrollable Circumstance, and in any event, within fifteen (15) calendar days from the date on which said party becomes or should have become aware of the occurrence of such Uncontrollable Circumstance, notify the other party of such event. This party will then, within fifteen (15) days of such initial notice, provide a written notice of the effect, if any, on either party's obligations under this Agreement, and available areas of mitigation or saving of the costs associated with such event. Each party will continue to keep the other party advised with respect to the anticipated impact of such Uncontrollable Circumstance."

6. Additional Sites. The following language is added to the Agreement as Section 20.4.1:

"20.4.1**Additional Sites**. Service Provider, either currently or in the future, may have additional sites, solid waste facilities, collection facilities or subsidiaries ("Additional Sites") that it wishes to add to this Agreement. Additional Sites may become a Service Provider under this Agreement by executing its own Collection Facility Information form in Attachment E and if applicable Compensation Rate form in Attachment B. The Additional Sites will then be governed by the terms of this

Agreement and the Attachments hereto (including its personalized Collection Facility Information form in Attachment E, and where applicable Compensation Rate form in Attachment B). Any changes or modifications made by an Additional Site to Attachment B and Attachment E will not affect other Service Providers that exist under this Agreement, nor will it change or modify any of the other Service Providers' terms, conditions, responsibilities and/or liabilities under this Agreement."

7. Scope of Work. The Scope of Work ("Attachment A") attached to the Agreement is superseded and replaced with the Scope of Work attached hereto as Attachment A.
8. Compensation Rates. Beginning on the first day of the month following the effective date of this Amendment, the per-Unit compensation for Program Product Consolidation services stated in Attachment B ("Compensation Rates") is increased to \$3.52. The compensation rates have been adjusted based on actual percentage change to the Solid Waste Collection Producer Price Index (PPI) published by the Bureau of Labor Statistics (Series ID: PCU5621115621112) for the most recent available twelve-month period using published finalized numbers, not preliminary numbers, based upon the Service Provider's annual request for a rate adjustment.

The Compensation Rates ("Attachment B") attached to the Agreement is amended to add Compensation Rates for Consolidation Services at the Don Pedro Transfer Station and Transportation Services to the Mariposa County Solid Waste and Recycling Facility. The Compensation Rates ("Attachment B") attached to Amendment No. 1 is superseded and replaced with the Compensation Rates attached hereto as Attachment B.

9. Sample Invoice. The Sample Invoice ("Attachment C") attached to the Agreement is superseded and replaced with the Sample Invoice attached hereto as Attachment C.
10. Program Guidelines. The Program Guidelines dated June 2020 attached to Amendment No. 1, having been erroneously labeled as ("Attachment A") is superseded and replaced with the Program Guidelines dated November 2023 attached hereto and correctly labeled as Attachment D.
11. Collection Facility Information. The Collection Facility Information ("Attachment E") attached to the Agreement is superseded and replaced with the Collection Facility Information attached hereto as Attachment E.
12. Storage and Transportation Services. The Storage and Transportation Services Terms ("Attachment F") attached to the Agreement were previously inapplicable to the Services being performed by Service Provider. Having amended the

Scope of Work ("Attachment A") to now include storage and transportation, the Storage and Transportation Services Terms ("Attachment F") attached hereto supersede and replace all prior Storage and Transportation Service Terms ("Attachment F").

13. Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain the same.
14. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original.
15. ELECTRONIC SIGNATURES. Unless otherwise prohibited by law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the parties.
16. Warranty of Authority. The representative signing this Amendment on behalf of each respective party represents that he/she has the authority to execute this Amendment on behalf of the party and to bind it to its contractual obligations hereunder.

IN WITNESS WHEREOF, the parties have each caused this Amendment to be executed by its duly authorized representative as of the date first hereinabove mentioned.

**Catherine Lyons, Manager
Mattress Recycling Council
California, LLC**

**Miles Menetrey, Chair
Mariposa County Board of Supervisors**

Date

Date

MRC Legal Approval

Approved as to Form

**Steven W. Dahlem
County Counsel**

ATTACHMENT A: SCOPE OF WORK

As part of the Services under this Agreement, the Service Provider will do the following:

1. Provide the Services necessary to Consolidate acceptable Program Products into an MRC provided Collection Container, up to the maximum number specified in Attachment E, that are dropped off by individual California residents, businesses (including Mattress retailers) or other entities.
2. Service Provider shall comply with the Additional Terms Governing Collection Containers and Transportation Services contained in Attachment F.
3. Include no Non-Program Products, no Non-Conforming Units and no Units that are unsuitable for recycling, including Units contaminated with bed bugs, in the Collection Containers.
4. Notify MRC *before* collection containers are full to allow adequate time for an MRC Transporter to schedule pick-up services.
5. Provide to MRC a minimum of ninety (90) days' advance notice of any Temporary Collection Events conducted by the Service Provider that include the collection of Program Products dropped off by individual California residents free of charge to be picked up by MRC Transportation Providers at the Temporary Collection Event.

ATTACHMENT B: COMPENSATION RATES

Site: Don Pedro Transfer Station and Mariposa County Solid Waste and Recycling Facility

Service	Description	Unit Price
<u>Program Product Consolidation</u>	MRC will compensate Service Provider for all Program Products dropped off by California residents, businesses (including mattress retailers) or other entities for which the Service Provider has not collected a fee and that Service Provider Consolidates into the final Collection Container to be picked up by an MRC Transporter. The Service Provider will not place Non-Program Products, Non-Conforming Units or Units that are unsuitable for recycling in Collection Containers.	\$3.52 per Unit ¹
<u>Collection Container and Transportation Services Option</u>	Service Provider's provision of collection containers and transportation services will be subject to the additional terms set forth in Attachment F.	Collection Container at Don Pedro Transfer Station being provided at NO COST TO MRC; MRC to pay \$305.00 per load for transportation between Don Pedro to Mariposa County Solid Waste Facility, inclusive of unloading and loading into MRC Provided Collection Container.

MRC and Service Provider hereby agree to the foregoing compensation rates, in accordance with the terms set forth herein.

MRC initials: _____ Service Provider initials: _____

¹ No sooner than one year following the effective date of this Amendment, and on an annual basis thereafter, the compensation rates may be adjusted based on actual percentage change to the Solid Waste Collection Producer Price Index (PPI) published by the Bureau of Labor Statistics (Series ID: PCU5621115621112) for the most recent available twelve-month period using published finalized numbers, not preliminary numbers. To be eligible for these adjustments, Service Provider makes a written request that is received by MRC no more than sixty days but at least thirty days in advance of the eligible adjustment effective date. No annual PPI adjustment will be made absent a written request. In each case, the PPI adjustment will be made for the most recent available and finalized twelve-month period only. Published preliminary PPI numbers released by the Bureau of Labor Statistics will not be included. Annual PPI adjustments that are not requested by Service Provider in accordance with this paragraph are forfeited.

ATTACHMENT C: MODEL INVOICE

Invoice Date: _____

Service Provider: _____

Collection Facility Location: _____

Unique Identifying Invoice Number: _____

Dates of Service: _____

Service (refer to Attachment B of Agreement for definitions of below Service terms)	Quantity of Units	Unit Price	Invoiced Amount
Program Product Consolidation		\$___ per Unit	
Collection Container and Transportation Services Option Transport Fee		\$___ per trip	
TOTAL			

The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks payment through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation is accurate.

Name: _____

Company Title: _____

ATTACHMENT D: COLLECTION SITE GUIDELINES
[See Attached PDF]

ATTACHMENT E: COLLECTION FACILITIES

Service Provider: Mariposa County – Don Pedro Transfer Station

Full name of site	Mariposa County- Don Pedro Transfer Station
Full address of site	9751 Merced Falls Rd, La Grange, CA 95329
Phone number for general public	209.966.5165 x201
Days/hours open to the public	Thursdays & Saturdays 9:00 am – 2:00 pm
Website address	mariposacounty.org/232/solid-waste-recycling
Contact person's name and title	Demetrice Crump, Solid Waste Superintendent
Contact person's phone number & email address	209.966.5165 x203
Maximum # of units per vehicle, per day for residents	10
Maximum # of units per vehicle, per day for other entities	10
Drop-off residency requirement? (list cities, towns, counties or eligible residential areas)	Mariposa County, Tuolumne County
Will mattresses collected as part of bulky curbside programs be placed in the MRC container? (Yes or No, if yes, complete the supplemental table.)	No

Service Provider: Mariposa County - Solid Waste and Recycling Facility

Full name of site	Mariposa County Solid Waste and Recycling Facility
Full address of site	5593 Highway 49 N Mariposa, CA 95338
Phone number for general public	tel:(209) 966-5165
Days/hours open to the public	Tues-Sat 8am-4pm
Website address	http://www.mariposacounty.org/232/Solid-Waste-Recycling
Contact person's name and title	Sam Cerveny, Deputy Director Or Demetrice Crump, Solid Waste Superintendent
Contact person's phone number & email address	scerveny@mariposacounty.org tel:209-966-5356 or dcrump@mariposacounty.org (209) 966- 5165 EXT 203
Maximum # of units per vehicle, per day for residents	10

Maximum # of units per vehicle, per day for other entities	10
Residency requirement? (list cities/towns)	Mariposa County
Will mattresses collected as part of bulky curbside program be placed in the MRC container?	No
What is the frequency of bulky curbside pickup (ex: 2 per year/3 items per household)?	0
Who is covered under the bulky item curbside program (single family, multi-family and/or commercial)?	0
Is the bulky curbside program no-cost to resident?	NA
List jurisdiction(s) covered under the bulky curbside program	NA
Phone number for residents to schedule bulky curbside collection	NA

MRC and Service Provider hereby agree that all facilities listed in Attachment E are covered by the terms and conditions set forth in this Agreement.

MRC initials: _____ Service Provider initials: _____

**ATTACHMENT F:
COLLECTION CONTAINER AND TRANSPORTATION TERMS
BETWEEN SERVICE PROVIDER FACILITIES**

In addition to the terms of this Agreement, Service Provider's provision of Collection Container and Transportation Services in performance of the Services are subject to the terms below:

1. General Requirements.

A. The Service Provider shall hold title to and bear all risk of loss and liability for any and all Program Products, Non-Conforming Units and Non-Program Products that the Service Provider receives at the Collection Facilities and during Service Provider's transport between their Collection Facilities. Title and risk of loss and liability for all Program Products, will transfer from Service Provider to the Transportation Provider upon the hitching of Transporter's trailer to Transporter's truck, at which point title to and risk of loss and liability will transfer to the Recycler.

B. Service Provider will utilize, at its expense, a Bill of Lading to accurately account for Program Products hauled between Collection Facilities. The Bill of Lading shall be submitted with the associated invoice in a format that conforms to the Model Bill of Lading in this Attachment F.

C. Service Provider will take every precaution to protect all public and private property during the performance of its Services under this Agreement.

D. Any damage to property caused by Service Provider's personnel or equipment (including that of its subcontractors) will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements will be solely the responsibility of Service Provider.

E. To the extent possible, Service Provider, in carrying out its Services, must employ such methods or means that will not interrupt or interfere with the work being performed at the Collection Facilities.

2. Providing Collection Containers.

A. Service Provider will be responsible for keeping all Collection Containers and other equipment that Service Provider or its subcontractors provide in the performance of this Agreement in good working order and in a clean, sanitary and attractive condition, and as free from offensive odors as possible. Equipment is subject to periodic inspection by MRC.

B. All Collection Containers and other equipment provided by Service Provider or its subcontractors will be marked and properly identified in a method mutually acceptable to MRC and Service Provider.

C. Service Provider will post appropriate notices on Collection Containers provided by Service Provider or its subcontractors stating that such containers are only for temporary storage of Mattresses and/or Program Products dropped off free of charge by California consumers, and that Program Products obtained from other entities, Non-Program Products and Units that are not suitable for recycling may not be placed in such Collection Containers.

3. Transportation of Program Products.

A. Program Products Consolidated at a Collection Facility within a Service Provider Collection Container will be transported by Service Provider to another Collection Facility for Consolidation into an MRC Collection Container. An MRC Transporter will be responsible for transporting the Program Products to Recycler's premises.

B. Collection Containers shall contain the following number of Units before Service Provider transports Program Products between Collection Facilities:

Container Size	Number of Units
20 ft	35-45
40 yd roll off	35-50
40 ft sea container	75-95

C. Service Provider is responsible for scheduling pick-up and deliveries between the Collection Facilities. MRC will not be liable for any fees related to unscheduled, late or canceled pick-up or deliveries.

Service Provider hereby elects to provide Collection Containers and/or transportation of Program Products in accordance with the terms set forth herein.

MRC initials: _____ Service Provider initials: _____

BILL OF LADING

Unique BOL #:

Truck #:

Collection Site/ Generator

Facility Name and Operator:

Address:

Type of Collection Site: ☐ solid waste facility ☐ mattress retailer ☐ other _____

Collection Container Type: ☐ 20 ft. sea container ☐ 40 ft. sea container ☐ 28 ft. trailer

☐ 48 ft. trailer ☐ 53 ft. trailer ☐ other: _____

Collection Site Count: Mattress and Box Spring Units: _____

Collection Site Certified Net Weight (if available): _____ lbs.

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

Name (print), Title

Signature

Date

Transporter (if different from Collection Site/Generator)

Company

Name:

Address:

Notes for ancillary charges:

Name (print), Title

Signature

Date

Mattress Recycler/Destination Collection Site

Company Name:

Address:

Recycler Count: Total Units: _____

Net Weight of all Mattress and Box Spring Units: _____ lbs.

Comments/Count Discrepancies:

Appointment Date / Time:

Arrival Date / Time:

Departure Time:

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

Name (print), Title

Signature

Date

California Used Mattress Recycling Program
Used Mattress Collection Services Agreement

Between

Mattress Recycling Council, Inc.

and

The County of Mariposa Public Works Solid Waste

**California Used Mattress Recycling Program
Collection Facility and Used Mattress Management Services Agreement**

This Agreement is made on this 24th day of November, 2015 ("Agreement") by and between **The County of Mariposa Public Works Solid Waste** located at **5593 Highway 49 North, Mariposa CA. 95338** (the "Service Provider") and Mattress Recycling Council, a Delaware corporation having its offices at 501 Wythe Street, Alexandria, VA 22182 ("MRC").

RECITALS

Whereas, MRC is the "mattress recycling organization" certified by the State of California to plan and implement a mattress recycling program in California (the "Program"), as set forth in California Public Resources Code §§ 42985 – 42994 (2014) (the "Act"), and is organized (among other things) to negotiate and execute agreements to collect and transport used mattresses for recycling;

Whereas, California Public Resources Code § 42987.1(o) requires that MRC develop and submit to the state of California a recycling plan that (among other things) provides for MRC to pay an amount to a municipal or solid waste facility or operation that accepts used mattresses dropped off by California residents at no charge (a facility) that both MRC and the facility determine is reasonable for the facility to accept, store, and handle such mattresses;

Whereas, the Service Provider operates one or more such facility(ies) in California;

Whereas, MRC and the Service Provider, pursuant to § 42987.1(o), wish to enter into this Agreement, which describes the terms and conditions under which the Service Provider will provide the Services described herein to MRC;

Now, therefore, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.1 "Consolidate" means (as applicable) accepting, handling, storing, and packing only acceptable Program Products into Collection Containers provided by, or approved for use by, MRC or its subcontractors in a manner that is efficient, complies with the requirements of MRC or its subcontractors, and is conducive to safe and efficient transport.
- 1.2 "Collection Containers" are containers provided by, or approved for use by, MRC or its contractors to hold and transport Program Products.
- 1.3 "Collection Facility(ies)" means all permanent or temporary collection facilities that are owned, leased, subleased, or otherwise controlled by the Service Provider and

designated by the Program to collect Program Products, and as specifically identified in Attachment E ("Collection Facility Information").

- 1.4 "Effective Date" means the date that the parties' obligations begin under this Agreement. The Effective Date is the first date shown above.
- 1.5 "Force Majeure" is defined in 14.2.
- 1.6 "Guidelines" are listed in Attachment D, and give a more specific overview of how the Program is to be implemented. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter these Guidelines at any time with or without prior notice.
- 1.7 "Including" (whether or not capitalized) means "including but not limited to."
- 1.8 "Initial Term" is defined in Article 2.1.
- 1.9 "Law" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker's compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.10 "Materials and Activities" mean materials, supplies, tools, vehicles, equipment, labor, water, light, power, facilities, construction of any nature, supervision, and all other services, acts, activities, resources, and goods, but not Collection Containers, necessary for or otherwise used by the Service Provider to Collect, Pack, and otherwise comply with and fully perform its obligations under the Agreement.
- 1.11 "Non-Conforming Units" are Program Products that individual residents drop off at no-cost for recycling that are later determined to be contaminated or too damaged to recycle, and they must be disposed of as solid waste. Non-Conforming Units do not include any Units delivered by any entity other than an individual resident (i.e., a business or other entity).
- 1.12 "Non-Program Products" mean products not covered by the Program that are collected and/or managed by the Service Provider. Non-Program Products include: sleeping bags, pillows, an unattached mattress pad or mattress topper (even items with resilient filling intended to be used with or on top of a mattress), a car bed, crib or bassinet mattress, juvenile products or the pads used for such juvenile products, waterbeds, air mattresses that contain no upholstery material (such as a camping mattress), sofa beds and futons.
- 1.13 "Program Products" include "mattresses" (which are defined as a resilient material or combination of materials that is enclosed by a ticking [the outermost layer of fabric or related material of a mattress] and is intended or promoted for sleeping upon), "foundations" (for example, a box spring, which is used to support a mattress and may include constructed wood or other frames, steel springs, or other materials used alone or in combination), and a renovated mattress or renovated foundation.

- 1.14 "Program" means the California Used Mattress Recycling Program created by MRC.
- 1.15 "Services" means all services for which Service Provider is responsible, as described in this Agreement and in the Attachments hereto, including any and all Materials and Activities.
- 1.16 "State" means the State of California.
- 1.17 "Storage and Transportation Services Option" means the Service Provider's option to provide its own storage and transportation of Program Products from their collection location to an MRC-contracted recycler. If this option is selected on Attachment A, Service Provider will be bound to the terms in Attachment F "Storage and Transportation Services" for such Services.
- 1.18 "Temporary Collection Events" mean an event hosted by the Service Provider to Consolidate Program Products at locations within the State that are short in duration and not at permanent collection facilities.
- 1.19 "Transportation Providers" or "Transporter" means a contractor hired by MRC or Service Provider to transport Program Products from the Collection Facilities or Temporary Collection Events. This term will apply to the Service Provider if Service Provider selects the Storage and Transportation Option listed on Attachment A.
- 1.20 "Unit" means a single Program Product dropped off at a facility by a California resident at no charge. For example, an individual mattress and an individual box spring would each be a single Unit.

ARTICLE 2 – TERM OF AGREEMENT

- 2.1 This Agreement will commence upon the Effective Date and will remain in full force and effect for a period of two (2) years (the "Initial Term").
- 2.2 Immediately after expiration of the Initial Term, this Agreement will automatically renew for additional successive one (1) year terms unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement will not be renewed. The consideration of each option year will be the same as the consideration during the previous contract period, unless otherwise agreed to in writing by MRC.
- 2.3 If either party provides notice that the Agreement will not be renewed, the Service Provider, before the end of the term of the Agreement or at another time agreed to in writing by the parties, will, at no additional cost to MRC (a) make all Collection Containers supplied by MRC or a subcontractor available for pick up by a Transportation Provider, (b) undertake the orderly cessation of the Services, and (c) cooperate fully at the direction of MRC in the orderly transition of the Services to its successor, if any.

ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 3.1 In consideration of MRC's payments, if any, to the Service Provider for Services, and for activities undertaken at MRC's expense, the Service Provider will perform the Services provided for in Attachment A ("Scope of Work") in conformity with the Program and Guidelines, except to the extent the Program and/or Guidelines conflict with the terms of this Agreement or any applicable Law.
- 3.2 The Service Provider will manage all Program Products Collected at the Collection Facilities only in accordance with Attachment A ("Scope of Work"), and will not dispose of Program Products in any other method without the prior written approval of MRC.
- 3.3 The Service Provider will be responsible for:
 - a. making day-to-day and critical decisions regarding the Services, including the management and supervision of all activities comprising the Services;
 - b. complying with all applicable Law; and
 - c. securing and locking the Collection Facilities at all times when the facilities are closed or not attended.
- 3.4 The Service Provider may amend Attachment E ("Collection Facility Information") to add or delete sites, subject to MRC's prior written approval for each such addition/deletion.
- 3.5 The Service Provider is responsible for and will manage, at its sole expense, any and all Non-Program Products it collects at the Collection Facilities or places in Collection Containers. MRC accepts no responsibility for such Non-Program Products, and will not pay Service Provider any consideration in connection with such Non-Program Products.
- 3.6 The Service Provider will not charge a per-unit fee to California residents that drop off Program Products with the Service Provider. This section does not preclude the Service Provider from charging fees for curbside collection or services other than Program Product drop off. Nothing in this Agreement prohibits the Service Provider from charging fees to California residents, businesses, or other entities for dropping off Non-Program Products.
- 3.7 The Service Provider will inspect each Unit before placing it in a Collection Container to confirm whether it is a Program Product. Service Provider will separate and document Non-Conforming Units dropped off by individual residents, will dispose of such Units as solid waste, and then will invoice MRC for such Units at rates listed in Attachment B. Non-Conforming Units obtained from businesses or other entities receive no compensation from MRC.
- 3.8 The Service Provider will provide the Services at its own risk and take every precaution to protect all public and private property during the performance of the Services. If the Service Provider's personnel or equipment cause any damage to the property of MRC or its contractors, the Service Provider, at its sole expense, will promptly replace the damaged property or repair it to the condition existing before the damage.

- 3.9 The Service Provider will thoroughly familiarize itself with the nature and scope of the Services under this Agreement and with matters that may affect the Services, including the Law governing the Services, Guidelines, and this Agreement. Any failure by the Service Provider to thoroughly familiarize itself with such matters does not relieve the Service Provider of its obligations under this Agreement.
- 3.10 Work under this Agreement will be performed only by competent personnel under the indirect or direct management or supervision of the Service Provider.
- 3.11 The Service Provider will commit adequate resources to participate in the Program and meet its obligations under this Agreement, including providing, at its sole expense, any and all Materials and Activities.
- 3.12 The reporting and notification requirements identified in Attachment A ("Scope of Work") and elsewhere in this Agreement are an integral part of the Services. The Service Provider will comply with all reasonable requests from MRC for preparation, access, review, and/or adjustment of these deliverables throughout the term of this Agreement.
- 3.13 The Service Provider will inspect the Collection Containers upon arrival and determine whether they are in proper condition for use. MRC or its contractor is responsible for replacing any defective Collection Containers and repairing normal wear-and-tear to the Collection Containers. The Service Provider will immediately notify MRC if at any point during the term of the Agreement a Collection Container(s) is not in proper condition for use and will not use any such defective Collection Containers until they are repaired or replaced by MRC or its contractor. If a Collection Container is functional, but is delivered in a damaged condition, the Service Provider will notify MRC or its contractor in writing of the nature and location of such damage upon the arrival of the Collection Container.

ARTICLE 4 – SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES

- 4.1 The Service Provider represents, covenants, and warrants that:
 - a. it is a **Municipality** in good standing and qualified to carry on business in California, and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement;
 - b. this Agreement does not in any way conflict with any other agreements of the Service Provider;
 - c. it possesses the business, professional, and technical expertise, as well as training, Materials and Activities, facilities, and equipment necessary and required to perform the Services;
 - d. it will perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry, professional, and best management practices, and with the care and skill ordinarily exercised, for such Services; and

- e. it and/or its facilities, equipment, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules, regulations, and regulatory or administrative bodies necessary to perform the Services.

ARTICLE 5 – MRC OBLIGATIONS

- 5.1 Upon receiving a request from the Service Provider, MRC will arrange for timely pick-up by a Transportation Provider of Program Products Consolidated by the Service Provider. MRC or an MRC contractor will, at its expense, arrange for the Transportation Provider to transport such Program Products after pick-up to intermediary locations, processors, or other final destinations that are part of the Program.
- 5.2 MRC will make available to the Service Provider consumer brochures and signage.
- 5.3 MRC's Transportation Provider will provide Collection Containers to the Service Provider, or approve use of the Service Provider's containers as Collection Containers, for each of the Collection Facilities. All Collection Containers supplied by MRC or a subcontractor will remain the property of the MRC or subcontractor (as applicable).
- 5.4 MRC has no authority to manage, direct, or supervise employees, representatives, or agents of the Service Provider, including how they perform the work and achieve compliance with applicable Law. MRC does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services.
- 5.5 Nothing herein creates an exclusive arrangement between MRC and the Service Provider. The Service Provider may not restrict MRC from contracting with other entities under the Program.

ARTICLE 6 – COVENANTS OF MRC

- 6.1 MRC covenants, represents, and warrants that:
 - a. it is a non-profit corporation validly existing under the laws of Delaware;
 - b. it has the corporate power, capacity, and authority to enter into and complete this Agreement; and
 - c. the execution and delivery of this Agreement has been validly authorized by all necessary corporate actions by MRC.

ARTICLE 7 – AGREEMENT TERMINATION

- 7.1 The Service Provider acknowledges that, except for any payments for rendering Services as specifically provided for in Attachment A ("Scope of Work") of this

Agreement at the Compensation Rates set in Attachment B, it will not receive any other monetary payments under this Agreement.

- 7.2 MRC or the Service Provider may terminate this Agreement at any time without cause upon sixty (60) days' written notice to the other party.
- 7.3 Either party may terminate this Agreement or any Services under this Agreement immediately, upon prior written notice if the other party:
 - a) has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or
 - b) has violated applicable Law.
- 7.4 MRC may terminate this Agreement immediately:
 - a) if Service Provider fails to maintain the insurance requirements described in this Agreement; or
 - b) upon a finding by MRC in its sole and reasonable opinion that Service Provider has acted fraudulently or dishonestly in providing Storage and Transportation Services (as applicable).
- 7.5 This Agreement is contingent upon MRC's ability to fund the Program through fees collected on Mattress sales in the State. MRC may terminate the Agreement upon thirty (30) days' written notice if such funding is reduced to such an extent that, in MRC's sole and reasonable opinion, it is unable to fulfill its duties under this Agreement.

ARTICLE 8 – TITLE AND RISK OF LOSS

- 8.1 The parties acknowledge that the Program Products are not household hazardous waste.
- 8.2 The Service Provider (and not MRC) has title to and risk of loss and liability for any and all Program Products, Non-Conforming Units and Non-Program Products that the Service Provider receives. Notwithstanding the foregoing, once a Transportation Provider accepts for transportation any Program Products Collected by the Service Provider under this Agreement and Consolidated on a Collection Container, title to and risk of loss as to those Program Products, will transfer to that Transportation Provider. MRC at no time takes title to or assumes liability for any Program Products, Non-Conforming Units or Non-Program Products. However, MRC will require in its contracts with its Transportation Providers that they accept title and risk of loss immediately upon accepting any Program Products for transportation from the Service Provider.
- 8.3 MRC is not responsible for any damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Service Provider, or by any of its employees or contractors, including the Collection Containers, even if such equipment is furnished, rented, or loaned to the Service Provider by MRC.

ARTICLE 9 – CONSIDERATION AND PAYMENT

- 9.1 As consideration under this Agreement, MRC or its contractors will (i) provide the Service Provider with Collection Containers, consumer brochures, and signage; (ii) facilitate the transportation of Program Products by Transportation Providers as set forth in this Agreement; (iii) pay the Service Provider for Services rendered as set forth in this Agreement; and (iv) perform other services incidental to the management of the Program.
- 9.2 MRC's payment to Service Provider for Services Rendered in the manner set forth in Attachment B ("Compensation Rates") will be made in U.S. currency. Other than such payments, MRC will not provide the Service Provider with any monetary compensation or reimbursement for the Service Provider's Collection of Program Products, furnishing of the Materials and Activities, or its performance of the Services.
- 9.3 The Service Provider will invoice MRC on a monthly basis, either by hardcopy or electronically, as determined by MRC. Invoices furnished by the Service Provider under this Agreement must include the information included in Attachment C ("Model Invoice") and must state:
- a. the unique, identifying invoice number;
 - b. the specific work categories of Services provided for under the Agreement;
 - c. the specific number of Units consolidated;
 - d. copies of each Transportation Bill of Lading or equivalent shipping documentation that includes the information included in Attachment D's "Model Bill of Lading" validating the number of units consolidated; and
 - e. any additional information as agreed to in writing by the parties that is relevant to the Services being performed by the Service Provider.
- 9.4 Each invoice must include the signature of the Service Provider employee responsible for submitting the invoice and a certification that the invoice accurately reflects the Services performed.
- 9.5 MRC reserves the right to refuse payment of any invoice or portion thereof that is not received in an acceptable form.
- 9.6 All amounts invoiced by the Service Provider to MRC, or paid by MRC to the Service Provider, are subject to audit by MRC, as described below in ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC.
- 9.7 The Service Provider will submit all invoices to MRC by the method directed by MRC and/or at the address specified below. MRC will send all payments due to the Service Provider to the address specified below.

To: Mattress Recycling Council Inc.
Attn: Accounts Payable
Fax: 703-683-4503
Phone: 1-855-229-1691

E-mail: cl Lyons@sleepproducts.org
Address: 501 Wythe Street Alexandria, VA 22314

MRC will send all payments due to the Service Provider to the address specified below.

To: **The County of Mariposa Public Works Solid Waste**
Attn: **Greg Ollivier**
Phone: **(209) 966-5165**
E-mail: gollivier@mariposacounty.org
Address: **5593 Highway 49 North, Mariposa CA. 95338**

- 9.8 Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, MRC will pay such invoice within forty-five (45) days of the date that MRC receives the invoice. In the event MRC has a good-faith objection to an invoice, MRC will pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in ARTICLE 17 - DISPUTE RESOLUTION will be used to resolve such disputed portion of an invoice. During any such dispute, the Service Provider will continue with its responsibilities under this Agreement and will not stop providing the Services unless this Agreement is terminated pursuant to Article 7. MRC will make all payments due to the Service Provider over which there is no good-faith dispute.
- 9.9 MRC's payment of all or a part of an invoice neither relieves the Service Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by MRC.
- 9.10 The Service Provider warrants that, to the best of its knowledge, all documents, including invoices, billings, back-up information for invoices, and reports, submitted by the Service Provider to MRC to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Service Provider warrants that MRC, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Service Provider will promptly notify MRC upon discovery of any instances where the Service Provider becomes aware of any discrepancies in relation to documents under this Article.

ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC

- 10.1 MRC and its representatives may (a) monitor and verify that the Service Provider has complied with this Agreement, the applicable Law, and Guidelines; and (b) consult with the Service Provider about such compliance; provided, however, that

MRC will not, and affirmatively disclaims any ability to, control, supervise or manage (1) the employees of the Service Provider; (2) the activities undertaken by the Service Provider in the performance of this Agreement; and (3) the means by which the Service Provider meets all requirements, including applicable Law.

- 10.2 MRC may audit and inspect, with full access, the Service Provider's Collection Facilities during the Collection Facilities' hours of operation, as well as any other site at which the Service Provider performs the Services. MRC will provide the Service Provider with at least twenty-four (24) hours' notice before any such audit or inspection.
- 10.3 The Service Provider will maintain and make available to MRC, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The Service Provider will permit MRC to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of any invoices, materials, records, and other data related to all other matters covered by this Agreement, unless such documents are confidential in accordance with the California Public Records Act (Govt. Code § 6250 – 6276.48). The Service Provider will maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date produced under this Agreement or until after final audit has been resolved, whichever is later. The Service Provider will include this requirement in any subcontract for the performance of any of the Services under this Agreement.
- 10.4 In addition to those reports detailed in Attachment A ("Scope of Work"), the Service Provider will maintain the following records:
 - a. For each pick-up of Program Products by a Transportation Provider from a Collection Facility, a copy of the Bill of Lading or equivalent shipping documentation that includes the information included in Attachment D's "Model Bill of Lading", that will be provided by the Transporter;
 - b. Records confirming the number of Units the Service Provider received at each Collection Facility including:
 - i. The number transported to MRC-contracted recyclers,
 - ii. The number of Non-Conforming Units dropped off by individual residents that Service Provider disposes of as solid waste, and
 - iii. The number transported to other entities;
 - c. Records of any inspections required by Law; and
 - d. Records of compliance for any required state and local employee trainings.

ARTICLE 11 – INDEMNIFICATION

- 11.1 The Service Provider, and its successors and assigns (collectively, the "Indemnifying Party"), will, to the fullest extent allowed by law, indemnify, defend, and hold harmless MRC and its sole member (as identified under MRC's

Certificate of Incorporation), and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, "Claims"), including cost of defense, settlement, arbitration, and reasonable attorney's fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Indemnifying Party, its officers, agents, employees, or contractors, or for which the Indemnifying Party is legally liable under law regardless of whether caused in part by an Indemnified Party. The Indemnifying Party will not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Cal. Civil Code.

11.2 MRC, and its successors and assigns (collectively, the "MRC Indemnifying Party"), will, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Service Provider and its officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, the "MRC Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, "Claims"), including cost of defense, settlement, arbitration, and reasonable attorney's fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the MRC Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the MRC Indemnifying Parties, or for which the MRC Indemnifying Party is legally liable under law excepting only such injury, death, or damage to the extent caused by the active negligence or willful misconduct of an MRC Indemnified Party.

11.3 The following provisions apply to Paragraphs 11.1 and 11.2 above:

- a. This indemnity will not be limited by the types and amounts of insurance or self-insurance maintained by the Indemnifying or Indemnified Parties or their contractors;
- b. Nothing in this indemnity will be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party; and
- c. The provisions of this indemnity will survive the expiration or termination of this Agreement.

- 11.4 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OR LIMITATION OF ANY RIGHTS THAT EITHER PARTY MAY HAVE UNDER THE APPLICABLE LAW.

ARTICLE 12 – INSURANCE

- 12.1 The Service Provider at its own expense must provide environmental and commercial general liability insurance with limits for each of not less than \$1 million for each occurrence, as well as any other insurance, such as, for example and without limitation, worker's compensation and automobile insurance, to the extent and in the amounts required by applicable law.
- 12.2 Service Provider must name MRC and its sole member (as identified under MRC's Certificate of Incorporation), and their officers, agents, and employees are named as additional insureds on its commercial general liability insurance policy. To the extent the Service Provider's commercial general liability insurance includes a blanket provision adding additional insureds where required by contract, this Agreement is deemed to require that MRC and its sole member (as identified under MRC's Certificate of Incorporation), and their officers, agents, and employees are named as additional insureds on the Service Provider's commercial general liability insurance by separate endorsement. Service Provider's general liability insurance must be on a primary and non-contributory basis to any coverage available to MRC.
- 12.3 If Service Provider exercises the Storage and Transportation Services Option, it will also provide business automobile insurance with limits of not less than \$1 million combined single limit. Service Provider will provide a Certificate of Insurance with regard to the business automobile coverage that names MRC and its sole member (as identified under MRC's Certificate of Incorporation), and their officers, agents, and employees are named as additional insureds. No exclusion will be permitted in any event if it conflicts with a coverage expressly required in this Agreement, including but not limited to the indemnity provisions in Article 11 of the Agreement.
- 12.4 Service Provider is required to provide MRC with notification of any cancellation or change in Service Provider's insurance coverage during the period of the Agreement with MRC. Such notification must be made not less than sixty (60) days' prior to the date said cancellation or change becomes effective.
- 12.5 In the event a Certificate of Insurance required by this Article should expire or be cancelled during the term of this Agreement, Service Provider agrees to provide, at least sixty (60) days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than the remainder of the Agreement. In the event Service Provider fails to keep in effect at

all times insurance coverage as herein provided, MRC may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

- 12.6 Service Provider will require all third parties that it uses to provide any services under this contract to comply with the same insurance requirements specified above.
- 12.7 Compliance by Service Provider with the foregoing requirements to carry insurance and furnish certificates will not relieve Service Provider from liability assumed under the provisions of this Agreement.
- 12.8 Upon the request of MRC, Service Provider must be able to provide evidence of insurance.

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTING

- 13.1 The Service Provider may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of MRC, which consent will not be unreasonably withheld. Any change of control by the Service Provider constitutes an assignment that requires prior written consent. A “change of control” includes, among other items, any merger, consolidation, sale of all or substantially all of the assets, or sale of a substantial block of stock. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.
- 13.2 MRC may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of the Service Provider, which consent will not be unreasonably withheld. Any change of control by MRC constitutes an assignment that requires prior written consent. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.
- 13.3 The Service Provider may subcontract any part of the Services with MRC’s prior written permission, such permission not to be unreasonably withheld. As part of any subcontract relating to this Agreement, the Service Provider must include the following Articles and Attachments to the extent applicable for the Services being provided by the Subcontractor: ARTICLE 8 – TITLE AND RISK OF LOSS, ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC, ARTICLE 12 – INSURANCE, ARTICLE 18 – COMPLIANCE WITH LAW, ARTICLE 19 – CONFIDENTIALITY/PUBLICITY, Attachment A (“Scope of Work”), and Attachment D (“Guidelines”). Nothing contained in this Agreement or otherwise creates any contractual relationship between MRC and any subcontractor of the Service Provider. A subcontract does not relieve the Service Provider of its responsibilities and obligations hereunder. The Service Provider is as fully responsible to MRC for the acts and omissions of its subcontractors 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 Service Provider.
- 13.4 The Service Provider’s obligation to pay its subcontractors is an obligation independent from MRC’s obligation to make payments to the Service Provider. As

a result, MRC has no obligation to pay or to enforce the payment of any moneys to any subcontractor of the Service Provider.

ARTICLE 14 – FORCE MAJEURE

- 14.1 Any delay or failure of either party to perform its obligations hereunder will be suspended if, and to the extent, it is caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to terminate its obligations, such party will notify the other party in writing, in accordance with the requirements of Article 15, within 2 business days after becoming aware of the Force Majeure, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices will likewise be given after the effect of such occurrence has ceased.
- 14.2 An occurrence of a "Force Majeure" means riots, wars, civil disturbances, insurrections, labor strikes of MRC service providers, contractors or subcontractors, acts of terrorism, epidemics, acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

ARTICLE 15 – NOTICES

- 15.1 Except where otherwise expressly authorized, notice will be by, facsimile, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either party may change the address information below by providing written notice to the other party. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

To: MRC Inc.
Attn: Mike O'Donnell
Email: mikeo@mattressrecyclingcouncil.org
Address: 501 Wythe Street Alexandria, VA 22314

To: **The County of Mariposa Public Works Solid Waste**
Attn: **Greg Ollivier**
Phone: **(209) 966-5165**
E-mail: **gollivier@mariposacounty.org**
Address: **5593 Highway 49 North, Mariposa CA. 95338**

ARTICLE 16 – INDEPENDENT CONTRACTOR STATUS

- 16.1 The parties intend that the Service Provider, in performing the Services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.
- 16.2 Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.
- 16.3 Each party understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.
- 16.4 Third-party Transportation Providers are independent contractors and are not employees, partners, or agents of either party. Neither party is liable for the acts or omissions of third-party Transportation Providers under this Agreement. However, if Service Provider exercises the Storage and Transportation Services Option, Service Provider will be liable for any acts or omissions in providing such services.

ARTICLE 17 - DISPUTE RESOLUTION

- 17.1 Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State of California, in accordance with the rules of the American Arbitration Association.
- 17.2 The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.

- 17.3 Each party hereto accepts the jurisdiction of the courts of the State of California for the purposes of commencing, conducting, and enforcing an arbitration proceeding pursuant to this Article. Each party will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party according to Article 15.1, and such notice will have the same effect as if the party had been personally served within the State of California.
- 17.4 Any decision of an arbitrator engaged under this Article is final, binding, and enforceable upon both parties.
- 17.5 The parties will continue with its responsibilities under this Agreement during any dispute.
- 17.6 The parties will continue to work during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.
- 17.7 Each party hereto will bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker will be shared equally between the parties.

ARTICLE 18 – COMPLIANCE WITH LAW

- 18.1 Each party will comply with all Law applicable to this Agreement.
- 18.2 The Service Provider will promptly notify MRC in writing upon discovery of any failure, or any allegation of any failure, of the Service Provider or other persons or entities to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.
- 18.3 Duties and obligations imposed by this Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed or afforded by applicable Law.
- 18.4 MRC will comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implemented regulations.
- 18.5 If services under this Agreement are funded with state funds granted to Service Provider, MRC will not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and will comply with the provisions of Government Code Sections 16645 through 16649.
- 18.6 The Service Provider will provide MRC with sixty (60) days' prior written notice before entering into negotiations or engaging in any direct or indirect lobbying activities with any government authority or agency to develop any variance or revision to Cal. Public Resources Code §§ 42985 – 42994.

ARTICLE 19 – CONFIDENTIALITY/PUBLICITY

- 19.1 The Service Provider will not disclose any details in connection with this Agreement to any person or entity without MRC's prior written authorization, except as may be otherwise provided hereunder or required by law. However, in recognizing the Service Provider's need to identify its services and related clients to sustain it, MRC will not inhibit the Service Provider from publishing its role in the Program within the following conditions:
- a. The Service Provider may utilize and develop publicity material regarding the MRC Program only upon the prior written consent of MRC, which consent will not be unreasonably withheld; and
 - b. During the term of the Agreement, the Service Provider will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of MRC without the prior written consent of MRC, which consent will not be unreasonably withheld.
- 19.2 The Collection Facilities may be listed, referenced, or advertised as collection sites by MRC for the Program during the term of this Agreement.
- 19.3 To the extent that the Service Provider is subject to disclosure requirements under the California Public Records Act (Govt. Code § 6250 – 6276.48) and other applicable federal, state, and local public record laws (collectively, "the Disclosure Laws"), the following additional terms apply:
- a. The Service Provider acknowledges that MRC claims that the pricing information in this Agreement constitutes proprietary information; and
 - b. In the event the Service Provider receives a request for disclosure of such information or disclosure under the Disclosure Laws, the Service Provider will provide MRC with reasonable prior notice, and in no case less than ten (10) days' notice, of the request prior to disclosing the information or documentation. If MRC claims the information or documentation is exempt from disclosure under the Disclosure Laws, it must obtain a protective order, injunctive order, or other appropriate remedy from a California court of law before the Service Provider's deadline for responding to the request. If MRC fails to obtain such judicial relief within that time, the Service Provider may disclose the requested information without any penalty or liability to MRC.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

- 20.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.
- 20.2 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver

thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.

20.3 Entire Contract/Order of Precedence. This Agreement and all Attachments and exhibits hereto, and all referenced documents, including the Guidelines, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents will be resolved in accordance with the following descending order of precedence:

- a. Attachment A ("Scope of Work");
- b. Attachment B ("Compensation Rates");
- c. Attachment F ("Storage and Transportation Services"), if applicable;
- d. The terms of this Agreement;
- e. Attachment D Guidelines;
- f. Attachment E ("Collection Facility Information"); and
- g. Attachment C ("Model Invoice").

20.4 Amendment or Modification. Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized officers of the parties hereto.

20.5 Additional Sites. Service Provider, either currently or in the future, may have additional sites, solid waste facilities, collection facilities or subsidiaries ("Additional Sites") that it wishes to add to this Agreement. Additional Sites may become a Service Provider under this Agreement by executing its own Compensation Rate form in Attachment B. The Additional Sites will then be governed by the terms of this Agreement and the Attachments hereto (including its personalized Compensation Rate form in Attachment B). Any changes or modifications made by an Additional Site to Attachment B will not affect other Service Providers that exist under this Agreement, nor will it change or modify any of the other Service Providers' terms, conditions, responsibilities and/or liabilities under this Agreement.

20.6 Governing Law/Venue. This Agreement is executed and intended to be performed in the State of California, and the laws of that State will govern its interpretation and effect. Any legal proceedings relating to this Agreement will initially be brought before a court of jurisdiction prescribed by law in the State of California.

20.7 Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

- 20.8 **Calendar Days.** Any reference to the word "day" or "days" herein will mean calendar day or calendars days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.
- 20.9 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.
- 20.10 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.
- 20.11 **Survival of Terms.** All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement will so survive, including but not limited to: ARTICLE 4 – SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES; ARTICLE 8 – TITLE AND RISK OF LOSS; ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC; ARTICLE 11 – INDEMNIFICATION; ARTICLE 12 – INSURANCE; ARTICLE 16 – INDEPENDENT CONTRACTOR STATUS; ARTICLE 17 - DISPUTE RESOLUTION; ARTICLE 18 – COMPLIANCE WITH LAW; ARTICLE 19 – CONFIDENTIALITY/PUBLICITY; and ARTICLE 20 - MISCELLANEOUS.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth above.

By:



Authorized Signatory
Mattress Recycling Council, Inc.

Ryan Trainer
Print Name
MRC President
Print Title

Date: 3/1/2016



Authorized Signatory
The County of Mariposa Public Works Solid Waste

Merlin Jones
Print Name
Board chair
Print Title

Date: 3-10-16

APPROVED AS TO FORM:



STEVEN W. DAHLEM
COUNTY COUNSEL

~~not the
signature page~~

ATTACHMENT A: SCOPE OF WORK

As part of the Services under this Agreement, the Service Provider will do the following:

- 1) Provide the Services necessary to consolidate acceptable Program Products dropped off by individual California residents free of charge into Collection Containers for pick up by Transportation Providers.
- 2) Include no Non-Program Products, no Non-Conforming Units and no Units that are unsuitable for recycling in the Collection Containers provided by MRC or its subcontractors.
- 3) If exercising the Storage and Transportation Services Option, Service Provider will provide the services described in Attachment F.
☐ Please mark here if Service Provider elects to exercise this option.
- 4) If not exercising the Storage and Transportation Services Option for some or all of the Scope of Work, notify Transporter *before* collection containers are full to allow adequate time for Transporter to schedule pick-up services.
- 5) Provide to MRC a minimum of ninety (90) days' advance notice of any Temporary Collection Events conducted by the Service Provider that include the Collection of Program Products dropped off by individual California residents free of charge to be picked up by Transportation Providers at the Temporary Collection Event.
- 6) Provide reports to MRC on a monthly basis, within thirty (30) days after the end of each month, containing the date and location of any such Temporary Collection Events held by or on behalf of the Service Provider.

ATTACHMENT B: COMPENSATION RATES

Service	Description	Unit Price
<u>Program Product Consolidation</u>	MRC will compensate the Service Provider for all Units of Program Products dropped off by California residents free of charge that Service Provider Consolidates in a Collection Container picked up by a Transportation Provider. The Service Provider will not place either Non-Program Products, Non-Conforming Units or Units that are unsuitable for recycling in such Collection Containers.	\$3.05 per Unit
<u>Solid Waste Disposal of Non-Conforming Units</u>	MRC will compensate Service Provider for disposal of Non-Conforming Units dropped off by individual California residents free of charge. Excludes Units dropped off by businesses or other entities.	\$2.90 per Unit
<u>Storage and Transportation Services Option</u>	Service Provider may provide its own storage container and Transportation Services to transport above Units to an MRC-contracted recycler. Such Services will be governed by Attachment F ("Storage and Transportation Services")	Storage Container: \$0 per Month per Storage Container Transport: \$0 per Trip

By initialing this form, the parties agree to the Compensation Rates above:

MRC initials: MD

Service Provider initials: MD

Additional Sites: Pursuant to Section 20.5 of the agreement entitled "California Used Mattress Recycling Program Collection Facility and Used Mattress Management Services Agreement" entered into between the Mattress Recycling Council, Inc. and _____, executed on _____, 201__ (the "Agreement"), this Attachment B form may be used to add Additional Sites to the Agreement. By signing below, the Additional Site hereby agrees that the Agreement's terms will govern its relationship with MRC, and it accepts all the same terms, conditions, responsibilities and liabilities attributed to a Service Provider as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth above.

By:



Authorized Signatory
Mattress Recycling Council, Inc.

Authorized Signatory
[Name of Additional Site/Service Provider]

Ryan Trainer

Print Name
MRC President

Print Name

Print Title

Print Title

Date: 1/19/2016

Date: _____

Notices and Payments for Service Provider should be sent to:

Attn: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

ATTACHMENT C: MODEL INVOICE

Service Provider: _____

Collection Facility Location: _____

Unique Identifying Invoice Number: _____

Service (refer to Attachment B of Agreement for definitions of below Service terms)	Quantity of Units	Unit Price	Invoiced Amount
Program Product Consolidation		\$___ per Unit	
Solid Waste Disposal of Non-Conforming Units		\$___ per Unit	
Storage and Transportation Services Option Storage Container Fee		\$___ per Month	
Storage and Transportation Services Option Transport Services		\$___ per Trip	
TOTAL			

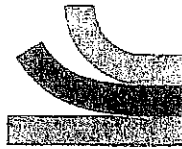
The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks payment through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation is accurate.

Name:

Company Title:

Date:

ATTACHMENT D: GUIDELINES



Mattress Recycling Council

California Mattress Recycling Program COLLECTION GUIDELINES

October 2015

CONTACTS

MRC Program Coordinators

Mark Patti
Southern California Coordinator
661-302-8888

mark.patti@mattressrecyclingcouncil.org

Rodney Clara
Northern California Coordinator
415-509-8453

rodney.clara@mattressrecyclingcouncil.org

Mattress Recycling Council Inc.
501 Wythe Street
Alexandria, VA 22314
www.mattressrecyclingcouncil.org

TABLE OF CONTENTS

2	Program Materials
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7	Recordkeeping
7	Program Withdrawal & Termination

About the Mattress Recycling Council

In 2013, California enacted Senate Bill 254, later amended by Senate Bill 1274, which requires mattress manufacturers to create a recycling program for mattresses discarded in the state. The Mattress Recycling Council (MRC) is the non-profit organization established by the mattress industry to develop and operate the California mattress recycling program. The Program will start on December 30, 2015.

MRC has contracted with service providers to transport and recycle mattresses and box-springs from collection sites throughout the state. For simplicity, we will refer to both mattresses and box-springs as just mattresses. These Guidelines describe the Program and what your facility needs to do to participate. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter these Guidelines at any time with or without prior notice.

What MRC Provides

Staff at all participating collection sites must be knowledgeable regarding these Guidelines before accepting mattresses.

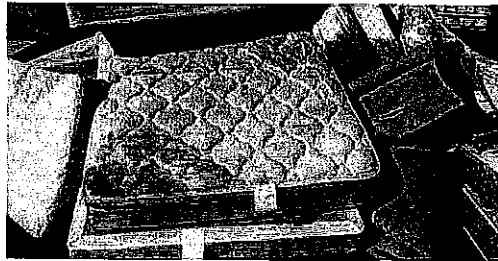
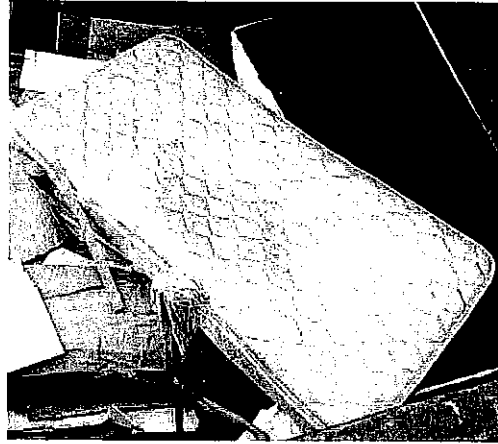
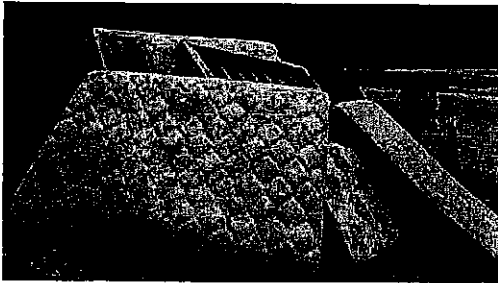
MRC provides the following to participating solid waste facilities:

- A collection container to store mattresses that is appropriate for the number of mattresses that the collection site expects to generate and the site's available space
- Transportation from the solid waste facility to a contracted recycler
- No-cost mattress recycling services

PROGRAM MATERIALS

ACCEPTABLE

Only mattresses used and discarded in California can be accepted by the Program. The pictures below exemplify mattresses that are acceptable by the program.



A participating collection site may not charge for mattresses that are dropped off by individuals at its site and recycled through the Program.

UNACCEPTABLE

- Out-of-date mattresses
- Severely damaged, twisted, wet, frozen or soiled mattresses
- Mattresses infested with bed bugs or other living organisms
- Sleeping bags
- Pillows and cushions
- Loose bedding, blankets or sheets
- Car beds
- Juvenile products, i.e., a carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, or crib bumper
- Water beds
- Camping air mattresses
- Fold-out sofa beds
- Futons and furniture
- Loose mattress pads and toppers



Mattress Inspection and Examination

Facility staff should screen incoming mattresses to determine whether they are suitable for recycling and should remove mattresses that are:

- Excessively wet or frozen
- Severely twisted, punctured or crushed
- Infested with bed bugs or other living organisms
- Exceptionally soiled or moldy

Mattresses not suitable for recycling should be disposed of through your existing solid waste stream.

Bed Bug Identification

Mattresses and box springs infested with bed bugs are unacceptable for recycling and should be disposed of through your existing solid waste stream. Staff at collection sites should evaluate program materials for evidence of bed bug infestation.



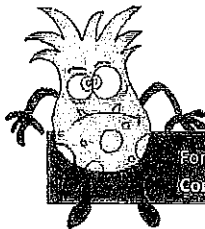
Bed bugs are tan to brown in color, but may appear redder if they have fed.

Adult Bed Bugs are dorsally flat insects, broadly oval, and the size of an apple or melon seed (1/4").

Nymphs look like adults in shape but are smaller.

Eggs are white and barrel shaped.

Signs of bed bug activity may be more obvious than the insects themselves. Look for clusters of dark spots or smudges on mattresses (fecal spots), especially along seams. Eggs, shed skins, and all life stages of bed bugs may also be present in these 'soiled' areas.



For more information on bed bugs, please refer to the resources made possible by the Connecticut Coalition Against Bed Bugs at www.ct.gov/caes/CCABB

MATERIALS COLLECTION & HANDLING

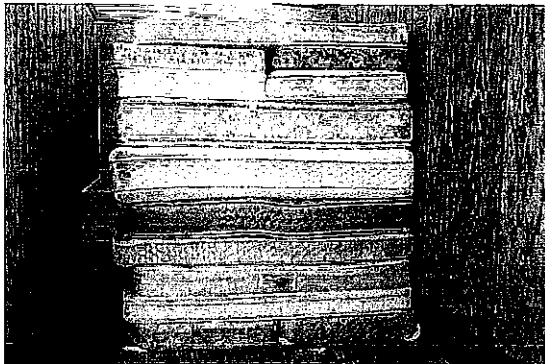
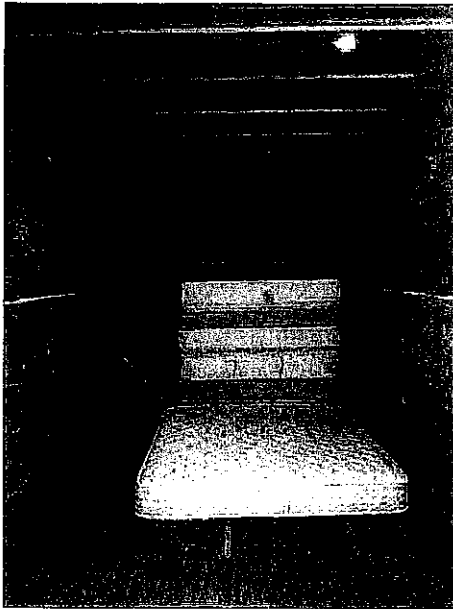
Each collection site will have unique operational considerations. Participating facilities must make their own decisions about how to best manage their operations in the safest manner possible in accordance with applicable laws. At a minimum, each participating site must meet these requirements:

MINIMUM PROGRAM REQUIREMENTS	
SITE	Each collection site must be secure with adequate space and staffing to handle and store acceptable mattresses.
PERMITS	Each collection site must have knowledge of, and comply with all applicable federal, state and local laws. These may include, but are not limited to, zoning requirements, state permit requirements, and OSHA or other workplace requirements. Please contact your Local Enforcement Agency (LEA) to confirm whether your site is in compliance with all applicable notifications or requirements for accepting mattresses for recycling at your site. In many cases, this will be your County or local Public Health Department.
INSURANCE	Each collection site must maintain general liability insurance of at least \$1,000,000 per occurrence.
TRAINING	Staff at each collection site must be trained and knowledgeable regarding these Guidelines before accepting mattresses for recycling.
STORING & LOADING MATTRESSES <i>See page 6 for photos and guidelines</i>	Collection sites must keep mattress dry by storing in weather proof containers, or under cover, to maximize their recyclability. In addition, all collection sites must: • Make every effort to place mattresses in MRC-designated storage containers immediately upon acceptance • Keep mattresses intact and not intentionally crush or puncture them • Efficiently stack mattresses to maximize the number of units loaded in each storage container • Provide oversight to keep unacceptable items out of MRC-designated storage containers • Remove any non-program materials from MRC-designated storage containers before transport to MRC recyclers • Practice good housekeeping standards, and keep storage containers and program materials in a neat and orderly condition
SITE ACCESS	Collection sites must allow MRC access to confirm compliance with these Guidelines.

Loading Mattresses in Storage Containers

Container Type	Number of Mattresses
20-foot sea container	25-40
30-yard roll-off container	25-35
40-yard roll-off container	25-40
48-foot trailer	110-180
53-foot trailer	125-190

Expected number of mattresses that should fit in various container sizes



Mattresses and box springs must be packed as efficiently as possible to maximize the number of units in each container.

TRANSPORTATION AND RECYCLING

Transporters

MRC will assign each collection site a transporter to provide a storage container and transport services.

- MRC contracted transporters will provide participating locations with evidence of automobile insurance coverage of at least \$1,000,000 per occurrence
- Each collection site must notify transporter at least 2 business days before a storage container is full of mattresses
- The assigned transporter will pick up full containers and drop off an empty container at the same time
- On the scheduled pick up day, the collection site must make the collection container readily accessible to the transporter
- At the time of pick-up, collection site staff must be present to sign a three-part Bill of Lading (BOL) supplied by the transporter that details the quantity of mattresses in the container, and must provide appropriate copies of the BOL to the transporter

A collection site may choose to provide its own storage containers and transportation at its own cost. These locations must contact the recycler directly to arrange for a convenient drop-off time.

Recyclers

Recyclers under contract with MRC will meet established recycling standards and accurately account for all mattresses it receives, the mattress components it recycles (e.g., foam, steel, wood, fiber, etc.), and any residual disposal. Solid waste facilities will be assigned a recycler by MRC to best service your facility.

PROGRAM WITHDRAWAL & TERMINATION

A collection site's participation in the California mattress recycling program is voluntary. Either party may withdraw from participation with 30 days' notice to the other party. MRC reserves the right to remove any collection site not in compliance with these Guidelines from further participation in the Program.

RECORDKEEPING

Bill of Lading:

A Bill of Lading (BOL) will be provided by the transporter. Before a full container leaves the site, the BOL must be completed and signed by facility staff. Following is a sample BOL and required information:

BILL OF LADING
Unique BOL #: pre-printed #

Date:

Collection Site/ Generator

Facility Name and Operator:

Address:

Type of Collection Site: ☐ solid waste facility ☐ mattress retailer ☐ other _____

Collection Container Type: ☐ 20 ft. sea container ☐ 30 yd. roll-off ☐ 40 yd. roll-off

☐ 53 ft. trailer ☐ 48 ft. trailer ☐ other: _____

Collection Site Count: Mattress and Box Spring Units: _____

Collection Site Certified Net Weight (if available): _____ lbs.

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

Name (print), Title

Signature

Date

Transporter

Company Name:

Address:

Truck #:

Name (print), Title

Signature

Date

Mattress Recycler

Date:

Company Name:

Address:

Recycler Count: Mattress Units: _____ Box Spring Units: _____

Net Weight of all Mattress and Box Spring Units: _____ lbs.

Comments/Count Discrepancies:

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

Name (print), Title

Signature

Date

ATTACHMENT E: COLLECTION FACILITIES / EVENTS

Provide all applicable information.

Site 1

1. Type: (fixed or temporary event)	Fixed
2. Name of site/event	Mariposa County Solid Waste Facility
3. Street address for site or event	5593 Highway 49 N
4. City, State, Zip Code for site or event	Mariposa CA. 95338
5. Permit holder	Mariposa County Public Works
6. Phone # for general public	209-966-5165
7. Days/hours	Tuesday - Saturday 8am- 4pm
8. Drop off limits (self-imposed)	10
9. Service area (cities/towns)	Unincorporated Mariposa
10. Special site/event notes	NA
11. Contact person's name and title	Greg Ollivier Solid Waste and Recycling Manager
12. Contact person's agency/company	Mariposa County Public Works
13. Contact person's phone	209-742-3163
14. Contact person's email	gollivier@mariposacounty.org
15. Promote site/event on MRC site locator? (yes/no)	yes
16. Advertise site in MRC ads? (yes/no)	yes
17. Best newspapers and radio stations for promoting this site/event?	Mariposa Gazette (Print Newspaper); Sierra Sun Times (Online Newspaper); goldrushcam.com/sierrasuntimes/
18. Additional information	



Site 2

- [illegible]



Site 3

- [illegible]

ATTACHMENT F: STORAGE AND TRANSPORTATION SERVICES

1. COMPENSATION

1.1. Rates.

1.1.1. The Rates for Storage and Transportation Services are set forth in Attachment B "Compensation" of this Agreement, and are incorporated by reference herein.

1.2. Payments to Service Provider.

1.2.1. In order to receive payment from MRC for Storage and Transportation Services, Service Provider, at its own expense, must provide MRC with a properly completed Bill of Lading as shown in Attachment D's Guidelines, and an invoice as shown in Attachment C properly accounting for the Storage Containers and the Transportation Services.

2. SCOPE OF STORAGE AND TRANSPORTATION SERVICES

Service Provider's responsibilities for providing Storage and Transportation Services are as follows:

2.1. General Requirements.

2.1.1. All Program Products placed in Collection Containers will become the responsibility of Service Provider until they are delivered to an MRC-contracted recycler, at which point responsibility and property will transfer to the recycler. At no time, however, will Service Provider own such Program Products.

2.1.2. Service Provider will provide, at its expense, a Bill of Lading to the recycler in a format that conforms to the Model Bill of Lading included in the Guidelines in this Agreement, Attachment D.

2.1.3. Service Provider will take every precaution to protect all public and private property during the performance of its responsibilities under this Agreement.

2.1.4. Any damage to property caused by Service Provider's personnel or equipment (including that of its subcontractors) will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements will be solely the responsibility of Service Provider.

2.1.5. To the extent possible, Service Provider, in carrying out its work, must employ such methods or means that will not interrupt or interfere with the recycler's work.

2.2. Providing Storage Containers.

2.2.1. Service Provider will have thirty (30) days from the date of this contract to provide storage container(s) to its designated collection location(s).

2.2.2. Service Provider will be responsible for keeping all Storage Containers and other equipment that Service Provider or its subcontractors provide in the performance of this Agreement in good working order and in a clean, sanitary and attractive condition, and as free from offensive odors as possible. Equipment is subject to periodic inspection by MRC.

2.2.3. All Storage Containers and other equipment provided by Service Provider or its subcontractors will be marked and properly identified in a method mutually acceptable to MRC and Service Provider.

2.2.4. Service Provider will post appropriate notices on Storage Containers provided by Service Provider or its subcontractors stating that such containers are only for temporary storage of mattresses and/or Program Products dropped off free of charge by California consumers, and that Program Products obtained from other entities, Non-Program Products and Units that are not suitable for recycling may not be placed in such Storage Containers.

2.3. Transportation of Program Products.

2.3.1. Service Provider will pick-up and transport collected Program Products from its solid waste facility(ies) to recycler's premises.

2.3.2. Service Provider is responsible for scheduling deliveries with the recycler. MRC will not be liable for any fees related to unscheduled, late or canceled deliveries made to the recycler.

AMENDMENT NO. 1

USED MATTRESS COLLECTION SERVICES AGREEMENT between MATTRESS RECYCLING COUNCIL, INC. and The County of Mariposa Public Works Solid Waste

This Amendment No. 1 (the “Amendment”) is effective September 16, 2020 (the “Effective Date”), by and between Mattress Recycling Council, Inc., a Delaware Company (“MRC, Inc.”), Mattress Recycling Council California, LLC, a Delaware limited liability company (“MRC”) and The Mariposa County Public Works Department, Solid Waste and Recycling Division (“Service Provider”).

WHEREAS, MRC Inc. and Service Provider entered into a Used Mattress Collection Services Agreement (the “Agreement”) on or about November 24, 2015; and

WHEREAS, MRC, Inc. has since formed the new entity— MRC — and MRC, Inc. wishes to substitute MRC in place of MRC, Inc. with respect to the Agreement and to transfer and assign all rights, duties, obligations and liabilities of MRC, Inc. thereunder to MRC; and

WHEREAS, effective January 1, 2020, the definitions of “Mattress,” “Program Products,” and “Unit” will be added or amended to include futon mattresses within their scope; and

WHEREAS, the parties desire to amend the Agreement to allow Units to be dropped off at a collection facility by a California individual or other entity at no charge and to specify that the Service Provider will not charge any fees to California residents or businesses that drop off Units to the Service Provider, provided that the drop-offs do not exceed ten (10) Units per vehicle per day; and

WHEREAS, the parties desire to amend the Agreement to increase the per-Unit compensation for Program Product Consolidation services beginning on the first day of the month following the Effective Date of this Amendment; and

WHEREAS, the parties desire to amend the Agreement such that, beginning on the first day of the month following the Effective Date of this Amendment, MRC will no longer compensate Service Provider for the disposal of Non-Conforming Units; and

WHEREAS, the parties desire to amend the Agreement such that Service Provider and their insurance broker(s) shall submit Certificates of Insurance and renewals electronically; and

WHEREAS, the Agreement requires all amendments thereto to be in a writing signed by the parties; and

WHEREAS, the parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, and for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment and Substitution of Party.
 - a. MRC, Inc. does hereby assign, transfer and convey to Mattress Recycling Council California, LLC ("MRC"), as of the Effective Date of this Amendment, all of MRC, Inc.'s rights, duties, obligations and liabilities to and under the Agreement.
 - b. MRC hereby accepts such assignment of the Agreement as of Effective Date and agrees to assume all of MRC, Inc.'s rights, duties, obligations and liabilities to and under the Agreement.
 - c. The Service Provider consents to the assignment of the Agreement by MRC, Inc. to MRC as of the Effective Date.
 - d. The Service Provider and MRC each consent to fully release MRC, Inc. from any and all obligations, responsibilities, duties, and liabilities under the Agreement from and after the Effective Date. MRC, Inc. shall remain liable for any and all obligations, responsibilities, duties, and liabilities under the Agreement arising prior to the Effective Date.
2. As of January 1, 2020, the terms below will have the following definitions:
 - a. "Mattress" means resilient material or a combination of materials that is enclosed by a ticking (the outermost layer of fabric or related material of a mattress) that is intended or promoted for sleeping upon, Foundations, renovated Mattresses, renovated Foundations, and futon mattresses. 'Mattress' does not include any of the following: (i) an unattached mattress pad, an unattached mattress topper, including any item with resilient filling, with or without ticking, that is intended to be used with or on top of a mattress, (ii) a sleeping bag or pillow, (iii) a car bed, crib, or bassinet mattress (iv) juvenile products, including a carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, crib bumper, or any pad for such juvenile product, (v) a product that contains liquid or gaseous filled ticking, including any water bed and or any air mattress that does not contain upholstery material between the ticking and the mattress core, and/or (vi) any upholstered furniture that does not otherwise contain a detachable mattress, including, without limitation, a fold-out sofa bed, sleeper sofa or folding cot.

- b. "Program Products" means and includes mattresses, as defined herein, foundations (e.g., a box spring used to support a mattress and which may include constructed wood or other frames, steel springs, or other materials alone or in combination), and a renovated mattress or renovated foundation. Program Products do not include Non-Conforming Units.
 - c. "Unit" means a single mattress or box spring dropped off at a facility by a California resident or business at no charge. For example, an individual mattress and an individual box spring would each constitute a single Unit.
 - d. "Guidelines" mean the Mattress Recycling Council's California Mattress Recycling Program Collection Guidelines, as amended from time to time. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter the Guidelines at any time without prior notice. The most current, effective version of the Guidelines is posted and maintained at <https://mattressrecyclingcouncil.org/wp-content/uploads/MRC-CA-State-Guidelines.pdf>. Notwithstanding any other term of this Agreement, MRC may provide notice of any amendments to the Guidelines via email to Service Provider at the email address set forth below.
3. Notwithstanding any other provision of the Agreement, Service Provider must not charge any fees to California individuals or other entity that drop off Units with Service Provider, provided that the drop-offs do not exceed ten (10) Units per vehicle per day;
4. The description of Program Product Consolidation services set forth in the schedule of compensation rates is amended to read as follows:
- "MRC will compensate the Service Provider for all Units of Program Products dropped off from any individual or other entity that Service Provider Consolidates in a Collection Container picked up by a Transportation Provider. The Service Provider will not place Non-Program Products, Non-Conforming Units, or Units that are unsuitable for recycling, including Units contaminated with bed bugs, in such Collection Containers."
5. Compensation Rates. Beginning on the first day of the month following the Effective Date of this Amendment, the per-Unit compensation for Program Product Consolidation services is increased to \$3.20.
6. Rate Adjustments. No sooner than one year following the Effective Date of this Agreement, and provided that Service Provider makes a written request therefor in writing, the compensation rates will be adjusted based on actual percentage change to the Solid Waste Collection Producer Price Index (PPI) published by the Bureau of Labor Statistics (Series ID: PCU5621115621112) for the most recent available twelve-month period using published finalized numbers, not preliminary numbers. No sooner than one year following the Effective Date of

any PPI adjustment to compensation rates made pursuant to this paragraph, Service Provider may make an additional written request for a PPI adjustment. No annual PPI adjustment will be made absent a written request therefor. In each case, the PPI adjustment will be made for the most recent available and finalized twelve-month period only. Published preliminary PPI numbers released by the Bureau of Labor Statistics will not be included. Annual PPI adjustments that are not requested by Service Provider in accordance with this paragraph are forfeited.

7. Non-Conforming Units. Beginning on the first day of the month following the Effective Date of this Amendment, the schedule of Compensation Rates is amended to delete the service described as "Solid Waste Disposal of Non-Conforming Units." Thereafter, Service Provider shall not be entitled to any compensation for the solid waste disposal of Non-Conforming Units.
8. New Guidelines. The California Mattress Recycling Program Collection Guidelines attached to the Agreement are superseded and replaced with the Collection Guidelines attached hereto as Attachment A. Service Provider assumes all obligations to ensure that they are providing collection services in accordance with the current and effective Guidelines.
9. Certificates of Insurance. Certificates of insurance and renewals are to be sent via electronic mail to Contracts@mattressrecyclingcouncil.org. Insurance brokers shall remit all renewals to the same email address.
10. Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain the same.
11. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original.
12. Warranty of Authority. The representative signing this Amendment on behalf of each respective party represents that he/she has the authority to execute this Amendment on behalf of the party and to bind it to its contractual obligations hereunder.

IN WITNESS WHEREOF, the parties have each caused this Amendment to be executed by its duly authorized representative as of the date first hereinabove mentioned.

DocuSigned by:
Ryan Trainer
2C0DFBF165D9425...

**Ryan Trainer, President
Mattress Recycling Council, Inc.**

DocuSigned by:
Mike Healy
3095599CB81B410...

**Mike Healy, Director
Mariposa County Dept. of Public Works**

DocuSigned by:
Catherine Lyons
8F858C66FA9A4A6...

**Catherine Lyons, Manager
Mattress Recycling Council
California, LLC**

**mhealy@mariposacounty.org
Email for Guideline Notifications**

ATTACHMENT A- GUIDELINES



Mattress Recycling Council®

BYE BYE MATTRESS
CALIFORNIA
COLLECTION GUIDELINES

PUBLISHED JUNE 2020



bye bye mattress®

A Program of the Mattress Recycling Council®

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About the Guidelines

Staff at all participating collection sites must be knowledgeable regarding these guidelines before accepting mattresses. For simplicity, these guidelines will refer to mattresses and box springs as mattresses. These guidelines describe the program and what is required to participate. MRC reserves the right to update, change, modify, amend, add or remove terms or otherwise alter these guidelines at any time with or without prior notice.

About the Mattress Recycling Council

In 2013, California enacted Senate Bill 254 as amended which requires mattress manufacturers to create a recycling program for mattresses discarded in the state. The bedding industry established the Mattress Recycling Council (MRC) to develop and operate the mattress recycling program known as Bye Bye Mattress.

What MRC Provides

MRC provides the following to participating collection sites:

- A collection container to store mattresses that is appropriate for the number of mattresses that the collection site expects to generate and the site's available space
- Transportation from the collection site to a contracted recycler
- No-cost mattress recycling services

CONTACTS

MRC Program Coordinators

Mark Patti

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661-302-8888

mpatti@mattressrecyclingcouncil.org

Los Angeles, San Luis Obispo ,
Santa Barbara, Ventura

Tim Stockett

Northern California Coordinator
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Alameda, Contra Costa, Lake, Marin,
Mendocino, Monterey, Napa, San Benito,
San Francisco, San Mateo, Santa Clara,
Santa Cruz, Sonoma

Michael LaRussa

Northern California Coordinator
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Butte, Colusa, Del Norte, Glenn,
Humboldt, Lake, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento,
Shasta, Sierra, Siskiyou, Solano, Sutter,
Tehama, Trinity, Yolo, Yuba

Tyler Douthitt

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Orange, Riverside, Imperial,
San Bernardino, San Diego, Kern

Jennifer Duran

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Alpine, Amador, Calaveras, El Dorado,
Fresno, Inyo, Kings, Madera, Mariposa,
Merced, Mono, San Joaquin, Stanislaus,
Tulare, Tuolumne

PROGRAM MATERIALS

INCLUDED PRODUCTS

Mattresses: Defined as any sleep surface covered with ticking or fabric that contains resilient material such as steel innersprings, foam, fiber or other filling or upholstery materials, used alone or in combination, regardless of size or shape. This definition includes foam mattresses.

Futons: See mattress definition above. Futon mattresses must be detachable from the frame or base to be accepted. (Futon mattresses that do not detach from the frame or base are not included.)

Box springs (also commonly called foundations): A ticking or fabric-covered structure used to support a mattress or sleep surface and may be comprised of a frame, foam, springs or other structure, or other materials, used alone or in combination, regardless of whether the product is stationary or adjustable.

All items accepted for recycling by MRC must have been used and discarded in the state of California.



A participating collection site may not charge for mattresses that are dropped off by individuals at its site and recycled through the program.

PROGRAM MATERIALS

EXCLUDED PRODUCTS

- Adjustable bases not covered in ticking or fabric
- Air mattresses that contain no upholstery material (such as camping beds)
- Car beds
- Collapsible roll-away beds
- Fold-out sofa beds
- Futon frames or bases
- Juvenile products including, carriages, baskets, dressing tables, strollers, playpens, infant carriers, lounge pad, crib bumpers
- Loose bedding, blankets or sheets
- Mattresses infested with bed bugs or other living organisms
- Mattress pads and toppers
- Metal bed frames
- Out-of-state mattresses
- Pillows and cushions
- Severely damaged, twisted, wet, frozen or soiled mattresses
- Sleeping bags
- Water beds



PROGRAM MATERIALS

MATTRESS INSPECTION AND EXAMINATION

Collection site staff should screen incoming mattresses to determine whether they are suitable for recycling and should remove mattresses that are:

- Excessively wet or frozen
- Severely twisted, punctured or crushed
- Infested with bed bugs or other living organisms
- Exceptionally soiled or moldy

Mattresses not suitable for recycling should be disposed of through your existing solid waste stream.

Bed Bug Identification

Mattresses and box springs infested with bed bugs are unacceptable for recycling and should be disposed of through your existing solid waste stream. Staff at collection sites should evaluate program materials for evidence of bed bug infestation. A bed bug training webinar is available on the Mattress Recycling Council's website. The webinar focuses on dispelling health-related myths, bed bug identification and best practices for protecting facility staff. It can be found here: <https://mattressrecyclingcouncil.org/resources/>



Bed bugs are tan to brown in color, but may appear redder if they have fed.

Adult Bed Bugs are dorsally flat insects, broadly oval and the size of an apple or melon seed (1/4").

Nymphs look like adults in shape but are smaller.

Eggs are white and barrel-shaped.

Signs of bed bug activity may be more obvious than the insects themselves. Look for clusters of dark spots or smudges on mattresses (fecal spots), especially along seams. Eggs, shed skins and all life stages of bed bugs may also be present in these 'soiled' areas.



For more information on bed bugs, please refer to the resources made possible by the **Connecticut Coalition Against Bed Bugs** at www.ct.gov/caes/CCABB

MATERIALS COLLECTION & HANDLING

Each collection site will have unique operational considerations. Participating sites must make their own decisions about how to best manage their operations in the safest manner possible in accordance with applicable laws. At a minimum, each participating site must meet these requirements:

MINIMUM PROGRAM REQUIREMENTS	
SITE	Each collection site must be secure with adequate space and staffing to handle and store acceptable mattresses.
PERMITS	Each collection site must have knowledge of and comply with all applicable federal, state and local laws. These may include, but are not limited to, zoning requirements, state permit requirements and OSHA or other workplace requirements. Please contact your Local Enforcement Agency (LEA) to confirm whether your site is in compliance with all applicable notifications or requirements for accepting mattresses for recycling at your site. In many cases, this will be your county or local Public Health Department.
INSURANCE	Each collection site must maintain general liability insurance of at least \$1,000,000 per occurrence.
TRAINING	Staff at each collection site must be trained and knowledgeable regarding these guidelines before accepting mattresses for recycling.
STORING & LOADING MATTRESSES See page 7 for photos and guidelines	Collection sites must keep mattresses dry by storing in weatherproof containers or under cover to maximize their recyclability. In addition, all collection sites must: • Make every effort to place mattresses in MRC-designated storage containers immediately upon acceptance • Keep mattresses intact and not intentionally crush or puncture them • Efficiently stack mattresses to maximize the number of units loaded in each storage container • Provide oversight to keep unacceptable items out of MRC-designated storage containers • Remove any non-program materials from MRC-designated storage containers before transport to MRC recyclers • Practice good housekeeping standards and keep storage containers and program materials in a neat and orderly condition
SITE ACCESS	Collection sites must allow MRC access to confirm compliance with these guidelines.

MATERIALS COLLECTION & HANDLING

LOADING MATTRESSES IN STORAGE CONTAINERS

Expected number of mattresses that should fit in various container sizes:

Container Type	Number of Mattresses
20-foot sea container	30-45
28-foot trailer	60-95
40-foot sea container	75-95
40-yard roll-off container	35-50
48-foot trailer	110-180
53-foot trailer	125-190

Mattresses and box springs must be packed as efficiently as possible to maximize the number of units in each container.



TRANSPORTATION & PROCESSING

TRANSPORTERS

MRC will assign each collection site a transporter to provide a storage container and transport services.

- MRC-contracted transporters will provide participating locations with evidence of automobile insurance coverage of at least \$1,000,000 per occurrence
- Each collection site must notify transporter at least two business days before a storage container is full of mattresses
- The assigned transporter will pick up full containers and drop off an empty container at the same time
- On the scheduled pick up day, the collection site must make the collection container readily accessible to the transporter
- At the time of pick-up, collection site staff must be present to sign a three-part Bill of Lading (BOL) supplied by the transporter that details the quantity of mattresses in the container and must provide appropriate copies of the BOL to the transporter

A collection site may choose to provide its own storage containers and transportation at its own cost. These locations must contact the recycler directly to arrange for a convenient drop-off time.

RECYCLERS

Recyclers under contract with MRC will meet established recycling standards and accurately account for all mattresses received, the mattress components recycled (e.g., foam, steel, wood, fiber, etc.) and any residual disposal. Collection sites will be assigned an MRC recycler to best service your facility.



RECORDKEEPING

Bill of Lading:

A Bill of Lading (BOL) will be provided by the transporter. Before a full container leaves the site, the BOL must be completed and signed by facility staff.

PROGRAM WITHDRAWAL & TERMINATION

A collection site's participation in the Bye Bye Mattress program in California is voluntary. Either party may withdraw from participation in accordance with the terms in your contract. Written notice to the other party is required. MRC reserves the right to remove any collection site not in compliance with these guidelines from further participation in the program.





Public Comment Submission

From No Reply <noreply@civicplus.com>

Date Mon 12/9/2024 7:16 PM

To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Karin Fielding

Email Address: karinf00007@gmail.com

Commented on event: <https://mariposacoca.portal.civicclerk.com/event/604/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: BOS MEETING Dec 10, 2024 CA6. I request that this item be removed from the consent agenda whereas it includes use of the Don Pedro transfer station and does not show equitable treatment for all District 2 residents. REGULAR AGENDA ITEM 2. Regarding the closure of the Coulterville transfer station, I believe it will cause negative impacts on our area by encouraging improper garbage disposal. Garbage is directly related to health. Garbage that is not properly disposed of can draw animals and insects that can carry diseases harmful to humans and livestock. Garbage not properly disposed affects the land, altering the ecology of the immediate area and beyond. It can pollute our waterways. It can pollute our air by increased illegal burning. Trash can be scattered by wind and animals, affecting the ecology of areas beyond the area initially polluted. BLIGHT. Our county government is struggling to find solutions to blight. So far the approach to cleaning up trashy properties does not work. Carrying a bigger stick (fines, courts) with no carrot (assistance) does not work. The closure of transfer stations has a high probability of making the blight worse. Not only might private property be affected but our roadways and public lands may succumb to blight due to illegal dumping. That affects ALL OF US and our tourism as well. Farming is an important activity in our county. Trash that drifts into our pastures and the water and air pollution mentioned above can seriously impact our livestock and the organic farmers feeding our local populations. These issues affect All of us. Solid waste should NOT BE AN ENTERPRISE FUND. The handling of solid waste affects the health and welfare of all of us living in this county. If necessary, it should be a subsidized fund. If necessary, those living out of County could pay higher rates. In the Don Pedro area a compact with Tuolumne County should provide a subsidy for their residents. Our supervisors should never forget that we are a disadvantaged community (as designated by both the federal and state governments.) Our citizens unable to afford to drive the extra miles or pay fees high enough to fund the entire enterprise will be carrying a burden much greater than average. The planned transfer station closures could potentially make things much worse for everyone. I see no upside to this proposal. Our government should be focused on making things better, not more punitive. Respectfully, Karin Fielding Coulterville



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-543

MEETING: December 10, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve an Agreement with Mogavero Architects in the Amount of \$945,520 for the Design of Workforce Housing at the Missouri Gulch Site in the Town of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mogavero Architects in the Amount of \$945,520 for the Design of Workforce Housing at the Missouri Gulch Site in the Town of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement.

On December 14, 2023, the Strategic Growth Council (SGC) awarded Mariposa County \$1,055,500 for the planning and design of workforce housing at the Missouri Gulch site in the town of Mariposa. The grant agreement was executed on August 26, 2024. The grant implements Mariposa County's Integrated Mobility & Housing Strategy (IMHS), which envisions transit-oriented development in a rural context, with housing and transportation that connects Mariposa with its major workforce center, Yosemite National Park. The plan details new models for workforce housing that increase affordability and supply of housing, while offering a mode shift away from single-car community to shuttle service and group transportation.

Mariposa County released a Request for Proposals (RFP) on August 14, 2024 with a response deadline of September 25, 2024 for an architectural team to design workforce housing at the site. The County received seven responses, which were scored by a subcommittee of the Missouri Gulch Governance Committee. The top four candidates were interviewed and, after further evaluation, the Committee selected Mogavero Architects. This item approves the County's contract with Mogavero Architects.

BACKGROUND AND HISTORY OF BOARD ACTIONS

August 26, 2024 - The Board of Supervisors Chair signed the grant agreement #SGC23128 for the planning and design of workforce housing at the Missouri Gulch site in the town of Mariposa (\$1,055,500).

March 19, 2024 - RES-2024-112 - Approved budget action increasing revenue and appropriations in the Planning Department Budget for the Post Award Consultation Grant from the Strategic Growth Council's Transformative Climate Communities Program (\$49,990).

August 1, 2022 - RES-2023-240 - Authorized the Planning Department to submit an application to the

Strategic Growth Council's Transformative Climate Communities Program for planning & design of the Missouri Gulch Site; and authorized the Board of Supervisors Chair to sign the grant agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, the Missouri Gulch Design Project would be delayed and the County would need to re-start the competitive solicitation process.

FINANCIAL IMPACT

This project is grant-funded by the Strategic Growth Council and no County match was required.

ATTACHMENTS

- 1. Contract - Mogavero Architects & Mariposa County**

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

AGREEMENT FOR STRATEGIC GROWTH COUNCIL TCC DESIGN – MOGAVERO ARCHITECTS

THIS AGREEMENT (“Agreement”) is made and entered into this tenth day of December 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County,” and Mogavero Architects, hereinafter referred to as “Contractor,” pursuant to the following terms and conditions.

W I T 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 August 31, 2026, whichever is earlier.

2. SERVICES

Contractor shall perform design services for the Missouri Gulch Workforce Housing Project for the Strategic Growth Council TCC Grant as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$945,520 as set forth in Exhibit B, “Cost Proposal,” which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the “not to exceed” amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

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.

(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 \$1,000,000 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.

(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

The Architect will indemnify the County for actual damages for which the County becomes liable if the damage upon which the liability is based was caused by the Architect's proven active negligence. The Architect does not agree to defend the County. However, if the County is determined to be liable for damage caused by the proven active negligence of the Architect, the Architect will reimburse the County for the reasonable value of defense costs incurred to defend against the damages caused by the Architect's proven negligence.

The County will indemnify the Architect for actual damages for which the Architect becomes liable if the damage upon which liability is based was caused by the County's proven active negligence. The County does not agree to defend the Architect. However, if the Architect is determined to be liable for damage caused by the proven active negligence of the County, the County will reimburse the Architect for the reasonable value of defense costs incurred to defend against the damages caused by the County's proven negligence.

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)

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.

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:

Renner Johnston, President
Mogavero Architects
1131 T Street
Sacramento, CA 95811

COUNTY:

Steve Engfer, Planning Director
County of Mariposa
5100 Bullion Street
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, 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 forty-five (45) 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 Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

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.

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.

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 party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards 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.

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 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

MOGAVERO ARCHITECTS

Miles Menetrey, Chair
Board of Supervisors

Renner Johnston, President

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A - Scope of Work REVISED

December 4, 2024

Client:

Will Fassett
Community Design & Development Planner
Mariposa County
5100 Bullion St
Mariposa, CA 95338

Consultant:

Renner Johnston
Mogavero Architects
1331 T Street
Sacramento, CA 95811

Project Name: **Missouri Gulch**
Mariposa, CA

Mogavero Consultants Project Number: 224043

This document shall serve as the Scope of Work, as outlined below for Mariposa Gulch project located at 5156 Jones Street, Mariposa, CA.

Project Description

The project for workforce housing on the Missouri Gulch (MG) site through a collaborative community design process to finalize site plan; permitting and approvals; and production of a construction bid set.

Planning for a future adjacent transportation center will be in a subsequent separate phase of the project.

Mogavero Architects (Consultant) (MA) will be working directly with Mariposa County (Client) as the lead for the project.

Mariposa County and the Yosemite Conservancy (landowner of the Missouri Gulch (MG) property) will co-lead the Governance Committee, who will be coordinating community engagement, and administering the SGC TCC grant.

■ Initial Information

- 1.1 The Scope of Services has been outlined below to be consistent with the needs of the Client as known at the time this document was prepared. To be responsive to the Client's needs, the Scope of Services may need to change as the Project develops.
- 1.2 The design will be based on IMHS report "Missouri Gulch Concept":
 - a. Assume 36-60 workforce housing residences, based on the MG site plan diagram from the IMHS report below.
 - b. Assume the similar site improvements as required to implement the IMHS site plan diagram.
 - c. Assume 3 building types that are 2-3 stories tall.
- 1.3 The following Sub-Consultants will be retained by the Consultant as needed:
 - a. Civil Engineer, Provost & Prichard (PP)
 - b. Landscape Consultant - WRT
 - c. Economist - EPS
 - d. Structural Engineer
 - e. Mechanical Engineer
 - f. Electrical Engineer
 - g. Wildfire Urban Interface Consultant
 - h. Cost Estimator
 - i. Survey (see added disclaimer)
 - j. Geotechnical Engineer (see added disclaimer)
 - k. Dry Utility Consultant for initial site analysis only
- 1.4 The following Consultants shall be retained and paid directly by the Client; the Consultant shall coordinate with the Sub-Consultants as needed:
 - a. Dry Utility Consultant
- 1.5 A qualified general contractor will be available to provide cost estimating and value engineering at the inception of design. The Consultant shall be authorized to rely on the accuracy and completeness of the estimates the contractor prepares and use the estimates for guidance in completion of its services.

■ Scope of Consultant's Services

- 2.1 PROGRAMMING and PRE-DESIGN
 - a. Initiate Market Study
 - b. Client to initiate Topo and Boundary Survey, and Geotechnical report
 - c. Utility study,
 - d. Planning and zoning review, entitlement research and engagement with Planning
 - e. Initiate environmental study
 - f. Meet with the Client to clarify/refine the Project Program (Client meeting #1)
 - i. Site opportunities and constraints.
 - ii. Review of existing site design

- iii. Review of the existing floor plans, unit types and building types.
- g. Brief outline of the Project Program Summary.
- h. Site Analysis – site plan with the following noted:
 - i. Existing conditions
 - ii. Site opportunities and constraints
 - iii. Drainage and grading
 - iv. Views
 - v. Solar orientation
 - vi. Circulation
- i. Meeting (in person, 2 hours)- SH3: Attendees (WRT, MA, EPS, PP)
 - i. Agenda to include: Team introduction, information review, schedule review, overview of objectives, opportunities, and constraints.
 - ii. Contemplate long term operations, discussion about developer engagement and timing/schedule
 - iii. Clarify goals from stakeholders
 - iv. Discuss Site analysis report
 - v. Share comparable/precedent style projects (gateway communities, similar challenges)
 - vi. Review program, target population desired, funding options available and any CEQA implications.
- j. Define what a successful project looks like.

2.2 CONCEPTUAL DESIGN

- a. Based on an approved Program Summary Document, develop 3 initial development plans with corresponding design yield and precedent designs. Generate boards for interaction for next meeting.
 - i. Design Precedent
 - ii. Unit type
 - iii. Materiality
- b. Meeting (in person) - SH4: Attendees (WRT, MA, EPS)
 - i. Review the team's understanding of the goals and take aways from SH3.
 - ii. Present Development plan draft concepts: (3 options and graphics described above)
 - iii. Receive feedback by stakeholders
 - iv. Discussion about financial viability/feasibility of each
 - v. Identify hurdles to success.
- c. Consultant will revise concepts to respond to comments from stakeholders as needed.
- d. Meeting – (Virtual) – SH5: Attendees (WRT, MA, PP, EPS)-
 - i. Discuss revised concepts coming out of SH2 that will be presented at the community meeting (CM1).

2.3 COUNTYWIDE PUBLIC ENGAGEMENT (CM1).

- a. The project team will host a collaborative stakeholder meeting.
- b. Attendees (MA, WRT, PP)

- c. Location: Creekside Terrace Community Meeting Room.
- d. The Consultant will be responsible for producing engagement materials such as illustrative graphics, idea boards, and similar workshop materials, and synthesizing the outcomes of the engagement program.
- e. Agenda:
 - i. Sign in, clarify audience origins.
 - ii. Revisit Site Analysis, Precedent Projects in other communities.
 - iii. Introduction, outline process.
 - iv. Workshop stations for feedback and voting, one for each of the development, concept and yield concepts
 - v. 3-4 workshop “stations” to solicit feedback on aesthetics, sustainability, and fire with voting preferences and comments.
- f. Consultant team will produce a synthesis of Community Feedback, develop responses, and design refinements.
- g. Meeting - (virtual) – (SH6):
 - i. Attendees (MA, WRT, PP) with Client
 - ii. Review feedback from Community meeting

2.4 25% SCHEMATIC DESIGN

- a. Based upon feedback from Community Meeting (CM-1) and SH6, refine 1 or 2 concepts to early 25% Schematic Design, Basis of Design (BOD) that clarifies requirements for proposed massing, yield, ownership structure, aesthetics, and sustainability.

2.5 DEVELOPER RFP

- a. Client issues RFP/RFI to solicit development partner using the prepared BOD. (approx. 45-day response period from issuance)
- b. Demonstrate level of commitment to the consensus design
- c. Criteria includes development plan and long term operation
- d. Contemplates how entity would finance and deliver
- e. Selection of developer based on quals

2.6 QUARTERLY MEETING

- a. Consultant to attend quarterly meeting (virtual) – (SH7)
- b. Attendees (MA, WRT, EPS, PP)
- c. Discussion and review of developer proposals.
- d. Recommendation to stakeholder group by consultant.

2.7 DEVELOPER SELECTION

- a. Stakeholders select Developer

2.8 DEVELOPER INTRODUCTION

- a. Meeting (in person) – SH8 quarterly:
- b. Attendees (WRT, MA, PP)
- c. Developer introduction, developer feedback on options, identify any changes needed to make the project more viable.
 - i. Identify of funding pathways

- ii. Confirm populations to be served
- iii. Clarify ownership and operations structure.

2.9 DEVELOPER PREFERRED OPTION

- a. Developer takes additional time to review options, perform financial analysis.
- b. Developer chooses their preferred option.

2.10 40% SCHEMATIC DESIGN

- a. Based on Developer and Client comments the Consultant team makes refinements to the Schematic Design as needed.

2.11 PREFERRED OPTION

- a. Meeting (in person) – SH9 quarterly:
- b. Attendees (MA, WRT)
- c. Developer identifies preferred option, presents to stakeholder group, explains rationale, discussion of feasibility and how to fund, requests approval from stakeholder group to proceed with this option.
- d. Receive final comments and feedback on preferred option.
- e. Decision is made on development concept.

2.12 SCHEMATIC DESIGN (SD)

- a. Design team modifies selected concept BOD as needed to respond to final comments and feedback.
- b. Consultant completes 60% SD design of selected concept only. This is an Architectural Design and not a full Schematic for all disciplines. The Schematic Design documents will include the following:
 - i. Site plan.
 - ii. Floor plans.
 - iii. Elevations.
 - iv. Sections as needed.
 - v. Major color and finish selections based on the prior materials and colors in the Planning approval.
 - vi. Outline specification.
 - vii. Two renderings.
- c. Prepares construction cost estimate of 60% SD design
- d. Meeting (in person) - CM2: Attendees (MA, WRT, PP)
 - i. Present SD design of selected option for feedback.
 - ii. Location: Library Community Meeting.
- e. Refinement of the Schematic Design in response to Community Meeting 2.
- f. Meeting (virtual) – SH10 quarterly:
 - i. Attendees (MA, WRT, PP)
 - ii. Developer and Consultant present updated SD design to Stakeholders.
 - iii. Review schedule and timing moving forward.
 - iv. Signoff from stakeholders to submit for planning approval.
- g. Planning Entitlement Submittal
 - i. Developer and Consultant team submit project for planning approval.

2.13 CEQA ANALYSIS

- a. With the initial Schematic Design (Task 2.12.b), the Development team initiates CEQA analysis of selected option.
- b. CEQA analysis continues with refinements made for the Planning Entitlement Submittal (Task 2.12.g)

2.14 DEVELOPMENT AGREEMENT

- a. Developer prepares agreement between Developer and Yosemite Conservancy and secures site control.

2.15 FINAL PLANNING APPROVALS

- a. Meeting (in person) – CM3 (MA, WRT, PP): Board of Supervisors presentation to and Planning Entitlement approval.
- b. Project team responds to comments, attends hearings, secures entitlements.

2.16 DESIGN DEVELOPMENT

- a. Project team begins Design Development. Complete 50% DD
- b. The design to include Resiliency measures to the extent possible where cost effective.
- c. Perform cost estimate of 50% DD design
- d. Meeting (virtual) – SH 11 quarterly:
 - i. Attendees (MA, WRT, PP):
 - ii. Discuss DD process, decisions made, present cost estimate.
 - iii. Discuss any hurdles or outstanding items that need to be resolved.
- d. Based on the approved Schematic Design documents, the Consultant shall prepare Design Development documents which will illustrate and describe the Project development. The Design Development documents will fix and describe the size and character of the Project and all building systems.
- e. The following Consultants shall be retained and paid directly by the Consultant:
 - i. Civil Engineer
 - ii. Landscape Consultant
 - iii. Structural Engineer
 - iv. Mechanical, Plumbing and Electrical Engineering will be completed to a level of bridging documents describing systems to be completed by a design-build subcontractor.
- f. The following Consultants, and any other consultants the Developer deems necessary, shall be retained and paid directly by the Developer, the Consultant shall coordinate with the Consultants as needed:
 - i. Dry Utility Consultant
 - ii. Low Voltage Design
 - iii. Fire Sprinkler Design
- g. Design Development and Construction Documents assume the following project systems:
 - i. STRUCTURAL SYSTEMS

1. Framing: Wood bearing walls and posts, wood trusses and/or wood joists.
 2. Lateral: Wood shear walls.
 3. Foundation: Conventionally reinforced shallow foundations; Assumes the use of the same details used for the apartment buildings. If deep foundations, mat foundations, and/or post-tensioned slabs-on-ground are recommended for this site, an additional services agreement will be required.
 4. Deferred submittal items:
 - a. All other design elements requiring structural engineering that are not specifically included in the scope of work above and are not part of the primary structural system will be considered delegated design items or can be provided through a separate scope of work.
- ii. Mechanical Electrical and Plumbing Design will be provided by the Developer as a design-build service based upon the MEP Design drawings. It is assumed that the following systems would be utilized:
1. MECHANICAL SYSTEMS
 - a. Heating & Cooling: Packaged or split single zone HVAC systems including VRF, NO central hydronic or VAV systems.
 - b. Ventilation: Central dedicated outdoor air system (DOAS) or outside air through each HVAC unit.
 - c. Exhaust: Code required exhaust.
 2. ELECTRICAL SYSTEMS
 - a. Main electrical service.
 - b. Site: All site utility work by others. Assumes site lighting was completed as a part of original design.
 - c. Lighting: Building lighting and egress lighting
 - d. Power: General power distribution and electrical device layout for receptacles, line voltage fire alarm devices, and project specialty equipment. All solar photovoltaic (PV) systems to be designed by others.
 - e. Building interior or exterior building envelope photometric calculations, fire pump electrical, or stand-by generator systems are NOT included in scope of design services.
 3. PLUMBING SYSTEMS
 - a. Plumbing fixture specification, domestic cold water, domestic hot water, hot water circulation, sanitary sewer, vent, and natural gas systems.

- b. Plumbing fixture specification, domestic cold water, domestic hot water, hot water circulation, sanitary sewer, vent, and natural gas systems.
 - c. Plumbing systems will extend to five feet outside of the building. Site information such as sewer, storm drain, grease interceptor, and domestic cold-water locations and inverts will be provided by others.
- 4. ENERGY CODE COMPLIANCE (MEP)
 - a. Title 24 - Part 6 Performance Method incorporating HVAC, electrical, and plumbing energy code compliance.
- 5. Landscape Irrigation design is not included and will be performed by a design-build subcontractor.

3.19 CONSTRUCTION DOCUMENTS

- a. Based on the approved Design Development documents, the Consultant shall prepare Construction Documents which illustrate and describe the further development of the Project and detail the materials and systems as required for construction of the Work.
- e. Team Completes 100% CD plan set
- f. Mechanical, Electrical and Plumbing Design will be provided by the Developer as a design-build service during this phase.
- g. Update cost estimate
- h. Meeting (in person) – SH12 quarterly:
 - i. Attendees (MA, WRT, PP)
 - ii. Present 100% CD set to stakeholders.
 - iii. Debrief and identify next steps.

Future Phases

Scope and fees for the below services will be determined after the scope of improvements is identified in the phases listed in the Scope of Work above. Entry into a new written agreement will be required before the commencing of these services.

3.1 PLAN CHECK PROCESS

- a. The Consultant shall provide pdf drawings to the Client.
- b. The Client's Plan Expeditor shall submit the Drawings to the Authority Having Jurisdiction.
- c. The Consultant shall respond to Plan Check comments

3.2 BIDDING AND CONSTRUCTION ADMINISTRATION

- d. The Consultant will provide construction support services during the construction phase. The work of Construction Administration involves resolution of potential conflicts, interpretation and clarification of the Construction Documents. The Client and Consultant acknowledge to construct the Project, additional design and coordination will be required during construction; therefore, to satisfy our required professional due diligence of the Agreement, the Consultant will be required to be involved in the Construction Administration phase of the Project. If the Consultant is not contracted for Construction Administration, the Consultant shall be released of all liability for the Project design.

■ Assumptions

General Assumptions:

- A. (7) Seven buildings with (3) three building types total
- B. 36-60 workforce housing units total
- C. Site improvements consistent with IMHS plan
- D. No Construction Administration included in this phase proposal
- E. When started, the Design Team will be involved with CA
- F. No Condominiums or Homeowner's Association (HOA) in this project. OR would require complete design team "wrap" policy coverage.
- G. Street frontage design included, but no off-site design
- H. Conventional "stick frame" construction that meets WUI and CA Green Building Code
- I. Travel Reimbursables are not included
- J. Energy Efficiency to meet Code requirements
- K. Performance specification for fire sprinkler design, fire alarm system, fire tank if needed, exterior steel stairs and elevator if needed.
- L. No Commercial Kitchen Design

Scope NOT INCLUDED in Scope of Work but will be required for Construction:

- 1. Complete Plan Check process with County Building Department
- 2. T-24 energy Calculations for Building Permit
- 3. Bidding Construction Administration and Support
- 4. HERS Rating and testing
- 5. SWPPP design
- 6. Construction Administration services

■ Fees

4.1 Fee Schedule

See Exhibit B

- 4.2 Services will be billed in conformance with the Billing Terms and Conditions per the schedule listed in 9.1 of this Agreement.

■ Contract Amendments

- 5.1 Unless agreed upon in writing by the Client and the Consultant, any service not explicitly described in the proceeding Scope of Services will be charged as an Additional Service.
- 5.2 Unless otherwise agreed upon, Additional Services will be billed on an hourly basis per the fee schedule listed in 10.1 of this Agreement.
- 5.3 This contract may be amended by a written contract amendment, signed by the Client and the Consultant.

■ Client Responsibilities

- 6.1 The Client shall provide full information regarding requirements for the Project, including a program which shall set forth the Client's objectives, schedule, constraints and criteria, including space requirements and site requirements.
- 6.2 Will Fassett shall be the Client's representative, authorized to act on the Client's behalf with respect to the Project, and has the authority to execute the conditions of this Agreement, including approval of all invoices. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. The Client will give the Consultant written notice of a change in the Client's representative.
- 6.3 The Client shall furnish topographic and boundary surveys, parcel maps, title reports, geotechnical reports, legal limitations and utility locations for the site of the Project. The Client shall furnish an electronic version of a survey of the existing as-built conditions to the Consultant.
- 6.4 In addition to the Consultants identified in the Assumptions of this Agreement, the Client shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Consultant.
- 6.5 The Client shall furnish tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law.
- 6.6 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project.
- 6.7 The Consultant may ask the Client to sign design documents upon conclusion of various stages to illustrate the Client's acceptance of the work.
- 6.8 The Client will be responsible for all application, plan check and permitting fees.
- 6.9 The Client shall establish and update an overall budget for the Project, including the Construction Cost, the Client's other costs and reasonable contingencies related to these costs.

■ Other Conditions

- 7.1 Evaluations of the Client's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Consultant.
- 7.2 The Consultant shall not be required to issue certificates or certifications which extend their liability beyond that undertaken in this Agreement.
- 7.3 All documents furnished by the Consultant are instruments of their services for each specific project. They are not intended or represented to be suitable for reuse for anyone on any other project without permission from the Consultant. Any reuse, without specific written authorization and adaptation by the Consultant, will entitle the Consultant to further compensation and may subject the unauthorized user to legal action.
- 7.4 The Consultant shall have the right to retain possession of all Drawings, Specifications and other documents until full payment for services performed has been received by the Consultant. The Consultant shall not be held responsible for any damages or losses that result from such withholding of Drawings, Specifications and other documents.
- 7.5 The Consultant and the Consultant's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings, Specifications, and digital data; and shall retain all common law, statutory and other reserved rights, including copyrights.
- 7.6 Digital data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.
- 7.7 All written documents, drawings and media references must specifically credit work done by the Consultant.
- 7.8 In the event the Client uses the Instruments of Service without retaining the author of the Instruments of Service, the Client releases the Consultant and Consultant's consultant(s) from all claims and causes of action arising from such uses. The Client agrees to indemnify and hold harmless the Consultant and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service.
- 7.9 The Consultant shall retain Commercial General Liability, Automobile Liability and Employers' Liability Insurance until the termination of the contract.
- 7.10 The Client agrees to limit the professional liability of the Consultant to any and all persons, firms or any other legal entity due to any cause of action, including but not limited to the negligent acts, errors or omissions and/or breach of contract of the Consultant, such that the total aggregate liability of the Consultant to the above named

shall not exceed two hundred fifty thousand dollars. The limit is inclusive of all fees and costs incurred in defense of a claim.

- 7.11 The Consultant will indemnify the Client for actual damages for which the Client becomes liable if the damage upon which the liability is based was caused by the Consultant's proven active negligence. The Consultant does not agree to defend the Client. However, if the Client is determined to be liable for damage caused by the proven active negligence of the Consultant, the Consultant will reimburse the Client for the reasonable value of defense costs incurred to defend against the damages caused by the Consultant's proven negligence.

The Client will indemnify the Consultant for actual damages for which the Consultant becomes liable if the damage upon which liability is based was caused by the Client's proven active negligence. The Client does not agree to defend the Consultant. However, if the Consultant is determined to be liable for damage caused by the proven active negligence of the Client, the Client will reimburse the Consultant for the reasonable value of defense costs incurred to defend against the damages caused by the Client's proven negligence.

- 7.12 The Consultant shall perform its services consistent with the reasonable, professional skill and care ordinarily provided by professionals practicing in similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with reasonable professional skill and care and the orderly progress of the Project. The Project schedule shall include reasonable allowances for review and approval times required by the Client, and public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

- 7.13 Notwithstanding any other provision in this Agreement to the contrary, nothing herein contained shall be construed as:

- a. Constituting a guarantee, warranty or assurance, whether expressed or implied, that the Architectural Services will yield or accomplish a perfect outcome for the Project.
- b. Obligating the Consultant to exercise professional skill or judgment greater than that which can reasonably be expected from other Consultants under like circumstances.
- c. An assumption by the Consultant of the liability of any other party.

- 7.14 The Client acknowledges that the Consultant or the Consultant's Consultants are unable to reasonably obtain professional liability (Errors and Omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement or removal of products, materials or processes containing asbestos or asbestos-related, or other hazardous materials. Accordingly, the Client hereby agrees that no claim or suit for negligence, breach of contract, indemnity or any other cause of action will be brought by the Client against the Consultant or Consultant's Consultants arising out of the presence of asbestos or

asbestos-related, or other hazardous materials in any building, structure or land that is the subject of investigation or remedial services performed by the Consultant or Consultant's Consultants on this Project. The Client further agrees to indemnify, defend and hold the Consultant or Consultant's Consultants harmless from and against any and all claims accruing or resulting to any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of the presence of asbestos, asbestos-related, or other hazardous materials brought by third parties as a result of the performance or non-performance provided pursuant to this Agreement.

- 7.15 The Consultant will not be responsible for assessment or design of abatement for any hazardous materials.
- 7.16 Any amendments to this Agreement must be in writing and signed by the Client and the Consultant. In addition to any definition in the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method that permits the recipient to print or store the communication.
- 7.17 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant.
- 7.18 This Agreement may be terminated by either party upon receipt of written notice at least five (5) days prior to the date of termination. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination.
- 7.19 In the event that the Client terminates this Agreement prior to completion of construction, or the Client chooses to engage the Consultant for partial or less than full services throughout any phase of the Work, the Client agrees to indemnify, defend and hold the Consultant harmless from and against any and all claims, suits, demands, losses, and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of the Work.
- 7.20 Failure of the Client to pay within thirty (30) days of submission of the Consultant's invoice shall constitute a material breach of the contract and shall entitle the Consultant to terminate its services. Such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Client before suspending services. Before resuming services, the Client shall pay the Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted should the period of suspension be longer than ninety (90) days. Further, the Client acknowledges that the Consultant will not be liable for any damages the Client may incur because of the Consultant's termination of work following the Client's material breach of the contract.
- 7.21 This Agreement shall be bound by the laws of the State of California.

- 7.22 Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.
- 7.23 The Consultant has agreed to include the topographic survey within the scope this contract on the sole condition that the Client or any subsequent assignee of this contract, leases all rights to hold the Consultant or its design team liable for any of the content, lack of content, or the execution of the topographic survey.
- 7.24 The Consultant has agreed to include the geotechnical report within the scope this contract on the sole condition that the Client or any subsequent assignee of this contract, leases all rights to hold the Consultant or its design team liable for any of the content, lack of content, or the execution of the geotechnical report.

■ Claims and Disputes

- 8.1 The Client agrees to notify the Consultant, in writing, of any disputes before withholding any due invoice. Payment of services shall indicate Client's satisfaction with the work of the Consultant up to the current period. In the event the Client disputes any item on an invoice, the Client shall notify the Consultant of this disputed item within five (5) working days of receipt of the invoice. The Client will approve payment of items on an invoice that are not in dispute and the Client and Consultant will proceed to negotiate, mediate or litigate the disputed item(s).
- 8.2 Prompt written notice shall be given by the Client to the Consultant if the Client becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 8.3 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- 8.4 The Client and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
- 8.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 8.6 If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- 8.7 In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant in connection therewith and, in addition, the reasonable value of the Consultant's time and expenses spent in connection with such collection action, computed according to the Consultant's prevailing fee schedule and expense policies.

- 8.8 The Client and Consultant agree that the statute of limitations for any cause of action (including but not limited to breach of contract and negligence) shall be two (2) years as measured and commencing from the date of substantial completion of the Project.
- 8.9 It is understood that Mogavero Consultants has the legal right to impose a design lien on the property for failure to pay for design services.
- 8.10 Client agrees that its sole and exclusive remedy against Consultant or Consultant's consultants shall be pursuant to the express terms of this Agreement. Client also agrees that the sole and exclusive remedy under this Agreement is against the firm Mogavero Consultants and any applicable insurance proceeds and not against the Consultant's owners, principals, officers, directors and/ or employees.

■ Billing Terms and Conditions

- 9.1 Hourly services will be billed in conformance with the following schedule. The rate schedule is effective through October 31, 2025 and is subject to adjustment.

Principal	\$310
Associate	\$215
Senior Construction Administrator	\$200
Senior Project Manager	\$195
Project Manager	\$185
Architect	\$180
Senior Designer	\$170
BIM/I.T. Manager	\$165
Designer	\$160
Controller / Manager	\$150
Marketing Coordinator	\$120
Bookkeeper	\$120
Jr. Designer	\$120
Clerical	\$ 110

- 9.2 The Client will pay the Consultant in accordance with the fee schedule and rates set forth in this Agreement. Invoices will be submitted to the Client monthly and will be due and payable upon receipt. Invoices are considered delinquent if payment is not made within thirty (30) days, and a service charge of one and one-half (1.50) percent will be added to the unpaid balance from the date of the invoice until it is paid.
- 9.3 Fees for Consultant services assume that work proceeds in a straightforward manner without significant redesign, scope or schedule changes, any of which will warrant renegotiation of fees.
- 9.4 Fees described in this Agreement are valid for a period of thirty (30) days. After thirty (30) days these cost figures may be reviewed and revised. Should our work on this Project be delayed or put on hold for a period of ninety (90) days or more, we reserve the option to negotiate an additional start-up fee.

- 9.5 If the Client suspends the Project for more than ninety (90) cumulative days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's Services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.
- 9.6 Invoices sent to the Client will be directed to the address listed on the top of this agreement.

EXHIBIT B - FEE MATRIX - REVISED

4-Dec-24

Task	Architect	Landscape	Civil			Structural	MEP	WUI Design Consultant	Cost Estimator	Economic Modeling	Dry Utility	TOTAL
	Mogavero Architects	WRT	Provost & Pritchard			Harris & Sloan	Emerald City	David Shew	TBD	EPS	UDS	
1: Surveys	2,000	5,500	2,200	16,700						2,200		28,600
2: Design	81,000	30,800	19,800			5,500	8,800	1,650		19,800		167,350
3: Community Engagement	17,000	13,750								5,500		36,250
4: Local Approvals	5,000		9,900									14,900
5: Stakeholder Engagement	27,000											27,000
6: CEQA	2,000				75,000							77,000
7: DD & CD	315,000	88,000	56,430			37,400	37,400	6,600				540,830
8: Cost Estimates	2,000								15,840			17,840
9: Geotechnical Survey				33,000								33,000
10: Dry Utility Due Diligence											2,750	2,750
Total												945,520



MARIPOSA COUNTY

Board of Supervisors



Information Item

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Receive a Presentation from Yosemite Renaissance

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from Yosemite Renaissance.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board has not received a presentation from the Yosemite Renaissance in prior years. However, they often receive presentations on other items.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not hear the presentation they will miss the opportunity to learn about Yosemite Renaissance.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED

MEETING: December 10, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve the Closure of the Coulterville and Hornitos Transfer Stations, Effective July 1, 2025; Authorize Adjustment of the Don Pedro Transfer Station Operating Hours, Effective July 1, 2025; Authorize the Alignment of Solid Waste Fee Schedules, Effective July 1, 2025; and Authorize a Change in Solid Waste and Recycling Facility Hours of Operation, Effective February 1, 2025

RECOMMENDATION AND JUSTIFICATION

Approve the Closure of the Coulterville and Hornitos Transfer Stations, Effective July 1, 2025; Authorize Adjustment of the Don Pedro Transfer Station Operating Hours, Effective July 1, 2025; Authorize the Alignment of Solid Waste Fee Schedules, Effective July 1, 2025; and Authorize a Change in Solid Waste and Recycling Facility Hours of Operation, Effective February 1, 2025.

On March 5, 2024, the Board of Supervisors received a presentation on the findings and recommendations from the Solid Waste and Recycling System Study. The Final Core Report for Mariposa Landfill, presented by Blue Ridge Services, outlined proposed changes to transfer station operations and the operating hours of the Mariposa County Solid Waste and Recycling Facility.

For the transfer station operations, the Final Core Report recommended continuing the use of container sites at Don Pedro and Fish Camp. It also advised considering the closure of the Hornitos and Coulterville sites based on customer usage and tonnage data. Rather than conducting a formal study, the report suggested that this decision be informed by the observations and judgment of the facility manager. Unless there is a strong reason to keep the Hornitos and Coulterville sites operational, their closure was recommended.

All Mariposa County Transfer Stations operate at a loss and must be subsidized by the solid waste enterprise fund. Eliminating operational losses at the transfer stations is challenging due to fixed costs like transportation and landfill disposal, as well as the county's rural nature, which limits economies of scale. Nonetheless, the goal is not solely cost recovery but ensuring equity of service for all residents. Equity of service encompasses consistent access to waste management facilities, reasonable travel distances, balanced resource allocation based on population density, service demand, and geographic challenges, along with uniform fees for services. These criteria promote fairness and sustainability while addressing the fiscal and logistical realities of waste management operations.

Mariposa County Public Works recommends the closure of the Coulterville and Hornitos Transfer Stations, adjusting the hours of operation for the Don Pedro Transfer Station to include an additional

day to accommodate increased volume resulting from these closures. Additionally, it proposes aligning the fee schedules for the Mariposa County Solid Waste and Recycling Facility and the Transfer Stations to ensure residents pay consistent fees for comparable services.

The Coulterville and Hornitos Transfer Stations would be closed, effective July 1, 2025. The Don Pedro Transfer Station's hours of operation would change from Thursdays and Saturdays, 9:00 am to 2:00 pm, to Tuesdays and Thursdays, 8:00 am to 1:00 pm, and Saturdays, 8:00 am to 2:00 pm, effective July 1, 2025. The transfer station fees would be aligned with the solid waste fee schedules for the Solid Waste and Recycling Facility, effective July 1, 2025.

Public Works Staff recommends implementing all the proposed changes to the transfer stations as a comprehensive solution to address operational inefficiencies, ensure equity of service, align fee schedules, and concentrate capital improvements where they will provide the greatest benefit. Partial implementation of the recommendations could result in inconsistent service levels, financial imbalances, and operational challenges that undermine the intended goals. By adopting the proposed changes in full Mariposa County can focus resources on strategic capital improvements at facilities with higher demand, achieving a cohesive and sustainable approach to solid waste management that serves all residents fairly and efficiently

Regarding operating hours at the Mariposa County Solid Waste and Recycling Facility, the report noted that the current schedule of being open to customers from 8:00 a.m. to 4:00 p.m. results in a longer workday for landfill staff, with additional time needed for opening and closing tasks. The report suggested closing the facility's gates at 3:00 p.m. to alleviate the end-of-day workload for staff, ensuring they can complete their responsibilities and leave by 4:30 p.m.

Mariposa County Public Works recommends adjusting the operating hours for the Mariposa County Solid Waste and Recycling Facility. The new hours would change from 8:00 am to 4:00 pm (7:00 am to 4:00 pm for commercial customers) to 8:00 am to 3:00 pm (7:00 am to 3:00 pm for commercial customers), effective February 1, 2025. This adjustment is aimed at improving operational efficiency by optimizing staffing and resources, ensuring a more streamlined and sustainable operation. Additionally, the change in hours will allow for better allocation of resources, making it possible to plan for future service offerings and potential expansions based on the evolving needs of the community. By consolidating hours effectively, Mariposa County Public Works can enhance service delivery while maintaining environmental and fiscal responsibility.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved changes to the Hours of Operation for the Landfill and Transfer Stations on December 9, 2014, RES 2014-637.

The Board of Supervisors approved changes to the Mariposa County Solid Waste and Recycling Facility on May 14, 2024, RES 2024-198.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board of Supervisors could choose to maintain the current operating and fee schedules for the Mariposa County Transfer Stations and Solid Waste and Recycling Facility.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Solid Waste Operational Changes Presentation
2. Mariposa Landfill CORE Report - FINAL 18Feb2024
3. Resolution_2014-637
4. Public Comment - Fielding (1)
5. Public Comment - McAlister
6. Public Comment - Barlow
7. Public Comment - Mobley
8. Public Comment - Longmore
9. Public Comment - Silva
10. PC - Coolidge - H.2
11. PC - Silverman - H.2
12. PC - Day - H.2

Solid Waste Transfer Stations and Hours of Operation



Mariposa County
Department of Public Works

Solid Waste Study Findings and Recommendations: Transfer Stations

We suggest the county continue using the container sites at Don Pedro and Fish Camp. We also suggest they consider closing the Hornitos and Coulterville sites – but only after reviewing customer usage and tonnage data. We are not suggesting any type of formal study, instead this decision should be contingent on the observations and opinion of the facility manager. Unless there is a compelling reason not to close those two container sites, they should be closed.

We do not make this decision without recognizing that closing those facilities will affect the residents who currently use those facilities. We recognize that closing Hornitos and Coulterville may force some residents to drive further to dispose of waste. However, we believe it is impractical to continue providing remote service to those facilities, and that it is not unreasonable to suggest that residents who live in remote areas may have to drive further to dispose of waste and recyclables – the same way they must drive further for all other services.

- Final Core Report, Mariposa Landfill



Mariposa County
Department of Public Works

Cost-of-Service

The Board has received multiple presentations regarding the fiscal health of the transfer stations, all of which operate at a loss. According to the Cost-of-Service Model prepared by R3 Consulting Group, Inc. as part of the Solid Waste Study, the FY24 shortfalls for transfer station operations are as follows:

- Coulterville Transfer Station: **\$(17,266)**
- Don Pedro Transfer Station: **\$(36,424)**
- Fish Camp Transfer Station: **\$(4,636)**
- Hornitos Transfer Station: **\$(12,588)**

The largest expenses contributing to these deficits are transportation costs and the cost of disposal at the Mariposa County Landfill.



Mariposa County
Department of Public Works

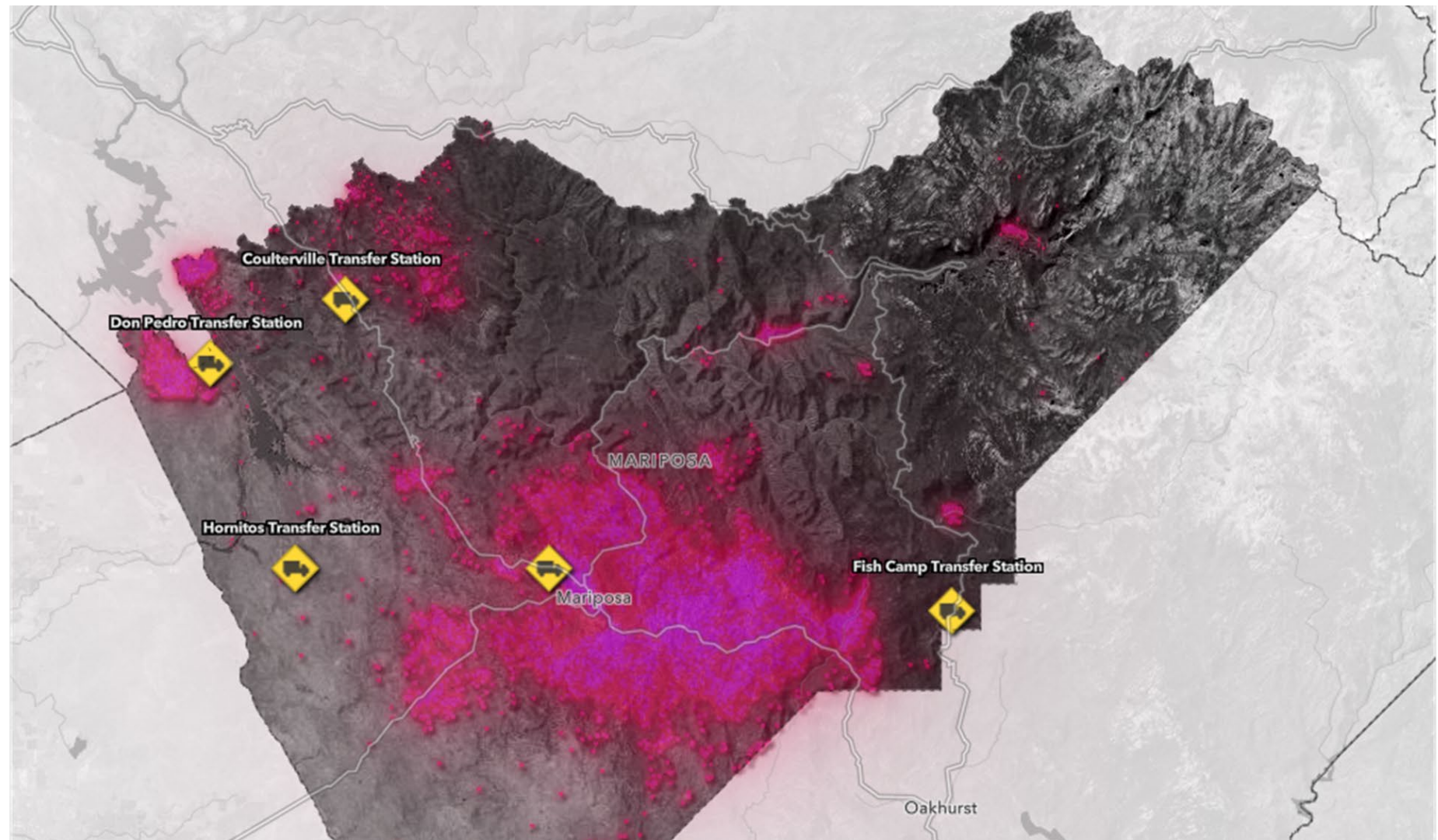
Equity of Service

Eliminating operational losses at the transfer stations is challenging due to fixed costs like transportation and landfill disposal, as well as the county's rural nature, which limits economies of scale. Nonetheless, the goal is not solely cost recovery but ensuring equity of service for all residents. Equity of service encompasses consistent access to waste management facilities, reasonable travel distances, balanced resource allocation based on population density, service demand, and geographic challenges, along with uniform fees for services. These criteria promote fairness and sustainability while addressing the fiscal and logistical realities of waste management operations.



Mariposa County
Department of Public Works

Population Served



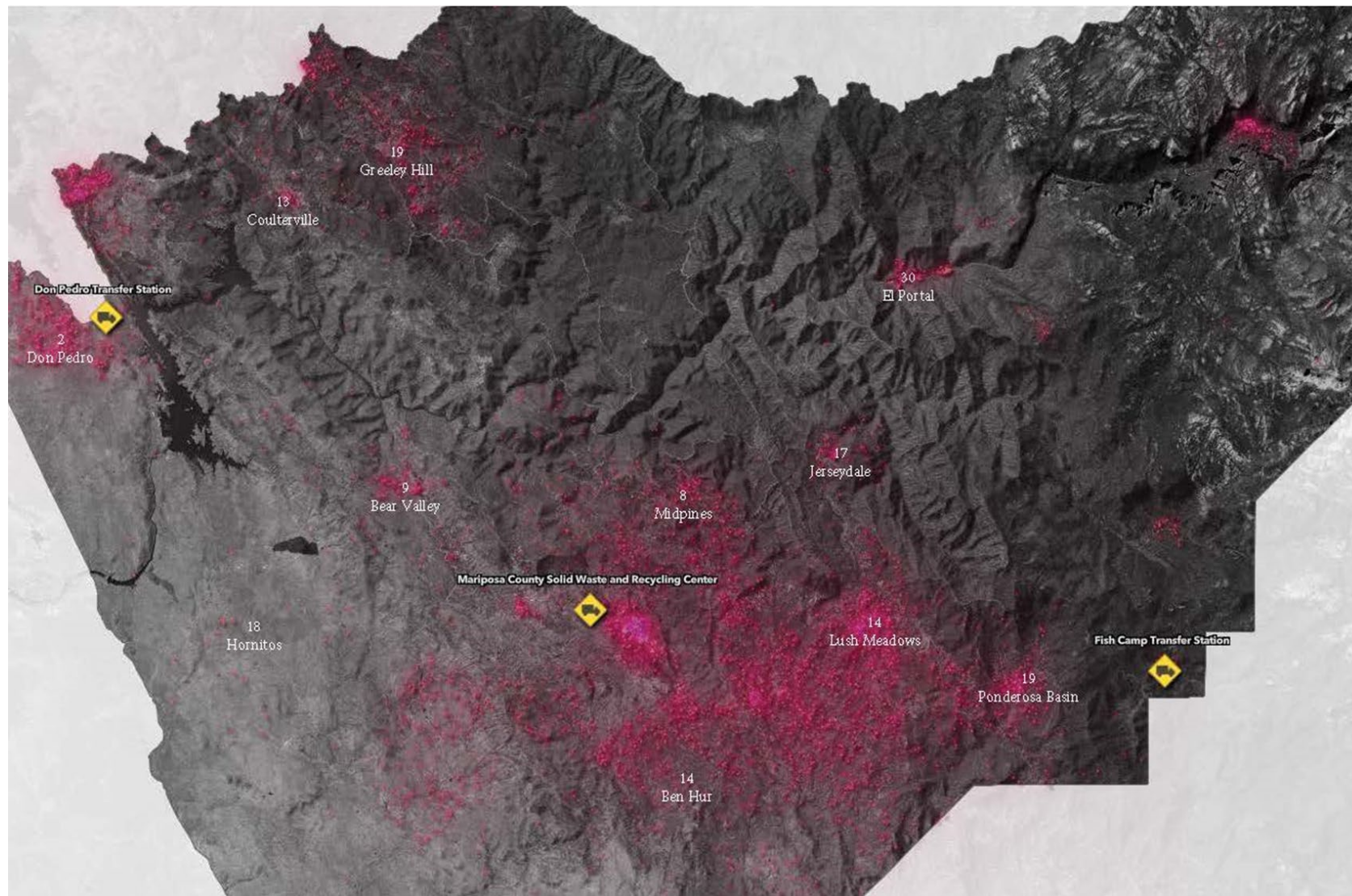
Mariposa County
Department of Public Works

Transfer Station Volume

Transfer Station	Total Days	Customers	Average/Day	Average/Hour
Coulterville	50	1749	35	9
Don Pedro	88	2704	31	6
Hornitos	21	132	6	2
Fish Camp	52	193	4	2



Mariposa County
Department of Public Works



Travel Distance



Mariposa County
Department of Public Works

Travel Distance (cont.)

	MC Landfill	Don Pedro Transfer Station	Fish Camp Transfer Station
North County			
Buck Meadows	42	31	62
Coulterville	24	13	67
Don Pedro	35	2	81
Greeley Hill	30	19	73
South County			
Bear Valley	9	28	52
Ben Hur	14	48	47
Bootjack	9	46	35
Briceburg	14	46	48
Jerseydale	17	55	37
Lush Meadows	14	52	33
Mariposa	3	35	40
Midpines	8	40	42
Mormon Bar	5	42	38
Ponderosa Basin	19	56	31
West County			
Cathey's Valley	10	29	51
Hornitos	22	18	64
East County			
Fish Camp	43	80	0
Wawona	50	88	7
Yosemite West	54	75	21
El Portal	30	63	39

Green shaded data indicates a travel distance less than 20 miles.

The average travel distance for all communities is 13 miles.



Mariposa County Department of Public Works

Neighboring Counties

Eastern Madera County – North Fork Transfer Station

Bass Lake – 10 miles

Oakhurst – 17 miles

Coarsegold – 18 miles

Yosemite Lakes – 24 miles

Eastern Madera County – Fairmead Landfill

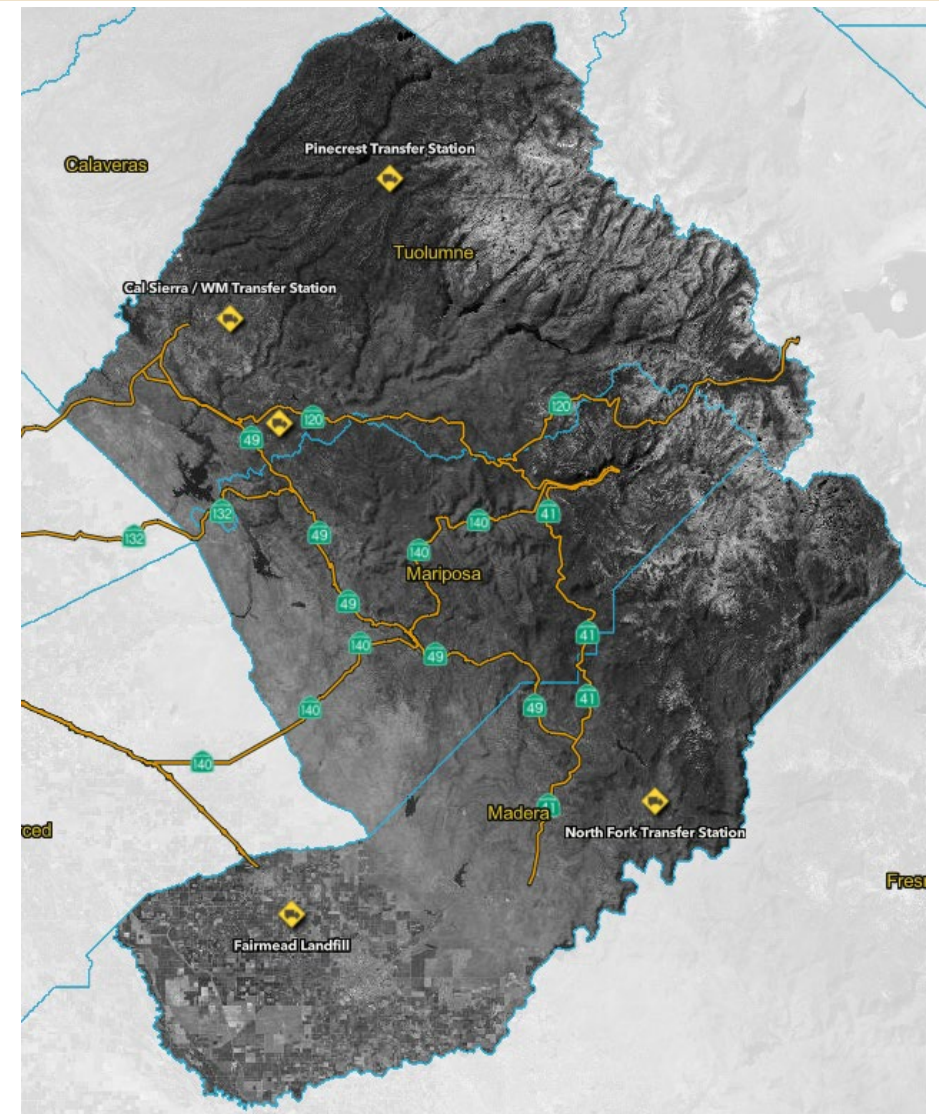
Raymond – 26 miles

Tuolumne County – Cal Sierra Transfer Station

Mi-Wuk Village – 11 miles

Cedar Ridge – 11 miles

Long Barn – 16 miles



Mariposa County Department of Public Works

Transfer Station Operating Hours

Current

Coulterville Transfer Station (4 hours per week)
Saturdays 8:00 am to 12:00 pm

Don Pedro Transfer Station (10 hours per week)
Thursdays and Saturdays 9:00 am to 2:00 pm

Fish Camp Transfer Station (2 hours per week)
Saturdays 8:00 am to 10:00 am

Hornitos Transfer Station (6 hours per month)
1st and 3rd Saturday 9:00 am to 12:00 pm

Total Operating Hours per Week: 17.4

Proposed

Coulterville Transfer Station
Closed

Don Pedro Transfer Station (16 hours per week)
Tuesdays and Thursdays 8:00 am to 1:00 pm
Saturdays 8:00 am to 2:00 pm

Fish Camp Transfer Station (2 hours per week)
Saturdays 8:00 am to 10:00 am

Hornitos Transfer Station
Closed

Total Operating Hours per Week: 18



Mariposa County
Department of Public Works

Fees

Mariposa County Public Works proposes aligning the transfer station fee schedule with the landfill fee schedule, effective July 1, 2025.



Mariposa County Transfer Station Fee Schedule

General Refuse	
33 gal container	\$5.00
55 gal container	\$8.50
Cubic Yard	\$30.00
Bulky Items (e.g., furniture, plastic tanks, playground equipment)	
Per Item	\$16.50
Clean Brush/Green Waste (<20" dia. and <8' length)	
Cubic Yard	\$17.75
Appliances	
Non-Refrigerated Appliances	\$16.50
Freon Refrigerated Appliances	\$35.75
Tires (>15 ply not accepted) (size W x Dia)	
Passenger Tires w/o Rims (<12" x 26")	\$5.00
Truck Tires w/o Rims (12" x 26" to 17.5" x 34")	-
Large Tires (>17.5" x 34") (no rims)	-
Rim Charge	\$4.25
Scrap Metal (must be separated from other materials)	No Charge
Universal Waste	
E-Waste	\$11.75
CRT/LCD Televisions >36"	\$21.50



Mariposa County Solid Waste and Recycling Facility Fee Schedule* (Effective 7/1/2025)

General Refuse	
33 gal container	\$5.00
55 gal container	\$8.00
Cubic Yard	\$29.00
Bulky Items (e.g., furniture, plastic tanks, playground equipment)	
Per Item Surcharge	\$15.00
Clean Brush/Green Waste (<20" dia. and <8' length)	
Cubic Yard	\$16.00
Appliances	
Non-Refrigerated Appliances	\$15.00
Freon Refrigerated Appliances	\$32.00
Tires (>15 ply not accepted) (size W x Dia)	
Passenger Tires w/o Rims (<12" x 26")	\$5.00
Truck Tires w/o Rims (12" x 26" to 17.5" x 34")	\$9.50
Large Tires (>17.5" x 34") (no rims)	Calculated Price
Rim Charge	\$3.50
Scrap Metal (must be separated from other materials)	No Charge
Universal Waste	
E-Waste	No Charge
CRT/LCD Televisions >36"	No Charge

*Subject to CPI Adjustment





Why Don Pedro?

- Existing Infrastructure
- Facility Layout
- Centrally Located
- Population Served



Mariposa County
Department of Public Works

Mariposa County Landfill Hours of Operation



Mariposa County
Department of Public Works

Solid Waste Study Findings and Recommendations: Landfill Operating Hours

An 8-4 “open” schedule for customers equates to what is essentially a 10-hour day for the landfill workers (less an hour for lunch). The crew must arrive early (7:30 am) to open the site, perform pre-trip inspections on machines, and prepare the site to receive customers. But more significantly, the landfill crew would also typically require an hour or more beyond the closing time.

We believe the limited time at the end of the day to finish pushing, compacting, and covering the waste is a contributing factor to the poor condition of the landfill – and to many of the regulatory problems that have been noted by the inspector over the past 12 months. The current hours of operation simply do not allow time for the staff to properly close out the landfill’s workday.

We suggest the facility close the gate at 3:00 pm to reduce the end-of-the-day crunch for the landfill operators – and allow the crew to be properly finished by 4:30 pm.

- Final Core Report, Mariposa Landfill



Mariposa County
Department of Public Works

Summary of Requested Actions

Action	Details
Closure of Coulterville and Hornitos Transfer Stations	Effective July 1, 2025 .
Adjustment of Don Pedro Transfer Station Hours	New hours effective July 1, 2025 : - Tuesdays and Thursdays : 8:00 am to 1:00 pm - Saturdays : 8:00 am to 2:00 pm
Alignment of Fee Schedules	Effective July 1, 2025 , solid waste fees at all transfer stations and the Solid Waste and Recycling Facility will be standardized.
Change in Solid Waste and Recycling Facility Hours	Effective February 1, 2025 , new hours: - General Public : 8:00 am to 3:00 pm - Commercial Customers : 7:00 am to 3:00 pm



Mariposa County
Department of Public Works

Staff Recommendations

Public Works Staff recommends implementing all the proposed changes to the transfer stations as a comprehensive solution to address operational inefficiencies, ensure equity of service, align fee schedules, and concentrate capital improvements where they will provide the greatest benefit. Partial implementation of the recommendations could result in inconsistent service levels, financial imbalances, and operational challenges that undermine the intended goals. By adopting the proposed changes in full Mariposa County can focus resources on strategic capital improvements at facilities with higher demand, achieving a cohesive and sustainable approach to solid waste management that serves all residents fairly and efficiently.

If the Board chooses not to implement the recommended changes, the Solid Waste Enterprise Fund will continue to subsidize the transfer station operations at a cost of over \$70,000 per year. Additionally, capital improvement funds will need to be allocated for ongoing infrastructure maintenance and necessary improvements. The operation of the transfer stations will continue to place a strain on the fiscal health and operational efficiency of solid waste services in Mariposa County, limiting the ability to allocate resources for future enhancements and service expansions.



Mariposa County
Department of Public Works

Staff Recommendations (cont.)

Mariposa County Public Works recommends adjusting the operating hours for the Mariposa County Solid Waste and Recycling Facility. The new hours would change from 8:00 am to 4:00 pm (7:00 am to 4:00 pm for commercial customers) to 8:00 am to 3:00 pm (7:00 am to 3:00 pm for commercial customers), effective February 1, 2025. This adjustment is aimed at improving operational efficiency by optimizing staffing and resources, ensuring a more streamlined and sustainable operation. Additionally, the change in hours will allow for better allocation of resources, making it possible to plan for future service offerings and potential expansions based on the evolving needs of the community. By consolidating hours effectively, Mariposa County Public Works can enhance service delivery while maintaining environmental and fiscal responsibility.



Mariposa County
Department of Public Works

FINAL CORE™ Report

Mariposa Landfill

Prepared For:



Mariposa County
5100 Bullion St,
Mariposa, CA 95338



Blue Ridge Services Montana, Inc.
P.O. Box 1945
Hamilton, MT 59840
Telephone: (406) 370-8544

February 18, 2024

Blue Ridge Services Montana, Inc.

P.O. Box 1945
Hamilton, MT 59840
Telephone: (406) 370-8544

www.blueridgeservices.com



February 18, 2024

Sam Cervený
Public Works Deputy Director
Mariposa County

Dear Sam,

I am pleased to present this final report summarizing the results of the Comprehensive Operations Review (CORE) of the Mariposa Landfill and associated systems.

Please review and let me know if you have comments or changes. I'd be happy to set a meeting to discuss them with you.

Respectfully,

A handwritten signature in black ink that reads "Neal Bolton". The signature is fluid and cursive, with a horizontal line extending from the end.

Neal Bolton, P.E.
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EXECUTIVE SUMMARY

Our primary goals in conducting this Comprehensive Operations Review (CORE), were to identify areas where the solid waste operation could be improved in terms of worker and/or customer safety, regulatory compliance, environmental protection, and cost savings.

To accomplish this, we evaluated the various activities within the Solid Waste & Recycling Department. We worked with R3 Consulting Group, Inc. (R3) to identify scenarios that could reduce or remove expenses. These options were incorporated into the R3 rate model with the primary goal of establishing a fee structure that would be sufficient to fund ongoing operations, cover capital needs, and help reduce the \$10.1M landfill closure fund deficit.

We evaluated several different scenarios for the overall solid waste system, including:

1. Closing the landfill immediately and transferring all material to one or more regional facilities.
2. Continuing to operate the landfill “as-is” with no additional liner construction – just operate until the remaining (unlined) airspace has been filled.
3. Continuing to operate the landfill as-is with plans to develop and line all future cells.
4. Privatizing the operation by hiring a 3rd party contractor or selling the landfill outright.
5. Operating under a hybrid option that includes landfill some waste and exporting the remainder to a regional landfill.

After careful consideration, we are recommending the Hybrid Option. This scenario is dependent on several interrelated activities ...discussed later in this report. However, there are many benefits of the Hybrid Option, including:

1. Exports Putrescible Portion of Waste Stream
2. Landfills Primarily Inert Waste
3. Reduces Leachate Potential
4. Reduces Heavy Equipment Demands
5. Reduces Operating Costs
6. Conserves Landfill Airspace
7. Provides Emergency Disposal Capacity for Wildfire Debris
8. Allows Adequate Time to Build Closure Funds

We also conducted more detailed analysis of individual portions of the system, including the satellite container sites, the compost facility, the MRF, recycling in general, and many other specific operations. Through these various evaluations, we determined that the overall solid waste system is not performing well because the county is attempting to provide too many services.

Mariposa County’s solid waste system includes the following components:

1. Anaerobic Digester (AD) Composting System
2. Material Recovery Facility (MRF)
3. Landfill
4. Transfer Station
5. High Level of Recycling Opportunities
6. Wood and Green Waste Processing

7. Maximum Customer Convenience with 4 Satellite Container Sites
8. Recycling of Concrete and Asphalt Rubble, and Ferguson Slide Material
9. Processing Facility for Biomass Feedstock

But Mariposa County is very rural, and it simply cannot provide the same level of service as would be available in a large, urban area. Mariposa County has 17,147 residents (as of 2021) with a declining population, yet it has an AD composting facility. There is also an AD composting system in San Jose, but the population of San Jose is nearly 983,489 in a county of 1.886 million (in 2021). The fact is, the Economy of Scale in Mariposa County simply cannot support most of the solid waste services it is attempting to offer.

That is one reason why the tipping fee at the Mariposa County Landfill (MCLF) is one of the highest in California, because the landfill is one of the smallest – in terms of inbound tonnage. Within the solid waste industry, landfills typically cross a threshold where the economy of scale yields high efficiency and strong profit when they receive tonnage between 1,000 and 2,000 tons per day. The MCLF receives an average of approximately 60 tons per day. Because the County is so far off in terms of economy of scale, there is simply not enough money to do everything well. As a result, few things are being done well. Beyond the financial challenges, we identified some serious safety and environmental issues.

The facility is not meeting industry standards in terms of worker safety and operational training. Over the past 12 months, the landfill has been given a poor report card from CalRecycle and the Local Enforcement Agency (LEA), receiving 14 Areas of Concern (AOCs) and 4 Notices of Violation (NOVs). Based on our site visit and subsequent assessment, we believe that most of those are warranted. What's more, the landfill's poor operating practices are resulting in a significant quantity of leachate seeps that are likely impacting surface water and may also be impacting groundwater.

A looming financial issue is the money needed to eventually close the landfill (i.e., place final cover) per CalRecycle requirements. Current financial figures indicate a \$10 million shortfall. This would be required immediately if the landfill were to cease landfill operations. Fortunately, the landfill has significant capacity – enough to allow continued operation to save for closure – if the necessary operational and policy changes are made.

We believe some drastic measures are required to bring the solid waste system back in line with industry standards and regulatory requirements. These changes are also a critical part of helping the landfill achieve financial stability.

Based on our evaluation, we are suggesting dozens of changes, including the following major ones:

1. Cease County Operation of Compost Facility, and Solicit Interest to Lease Compost System to 3rd Party
2. Close Coulterville Container Site
3. Close Hornitos Container Site
4. Implement Hybrid Landfill Option: Landfill 30% and Export 70% of Waste
5. Sell the Landfill Compactor after Proving out Hybrid Option
6. Monitor Leachate Seeps and, if they Continue, Install Perimeter Collection System
7. Begin Re-grading top of Landfill ASAP to Improve Stormwater Controls and Prevent Seeps

8. Begin Contract Negotiations with Regional Landfills to Export a Portion of the Waste Stream
9. Solicit Bids from Transfer Truck Haulers
10. Begin Hiring Process for Working Foreman/Onsite Manager for Landfill
11. Take Steps to Modify Transfer Station Building to Provide Truck Loadout area
12. Implement Comprehensive Fill Sequence Plan
13. Implement Comprehensive Safety Training Program
14. Remove and Sell MRF Equipment
15. Change Landfill Operating Hours to 8am – 3pm
16. Provide Operational Training for Landfill Crew (See Appendix C)

In addition to these changes, we expect the landfill will still have to raise the tipping fee to over \$200 per ton.

INTRODUCTION / APPROACH

Our team worked closely with R3 and County staff in conducting this CORE assessment and developing our recommendations. Here are some of the things we did to accomplish that work.

1. Work with Public Works staff to gain an understanding of Solid Waste and Recycling Services provided by the Department and current operating practices.
2. Perform an in-depth analysis of Landfill, Commingled Recycling (MRF), and Composting Facility Operations, and Container Sites.
3. Evaluate the landfill and provide estimated operating and construction costs for the following scenarios:
 - a. Close the landfill immediately and transfer all material to one or more regional facilities.
 - b. Continuing to operate the landfill “as-is” with no additional liner construction – just operate until the remaining (unlined) airspace has been filled.
 - c. Continuing to operate the landfill as-is with plans to develop and line all future cells.
 - d. Privatizing the operation by hiring a 3rd party contractor or selling the landfill outright.
 - e. Operating under a hybrid option that includes landfill some waste and exporting the remainder to a regional landfill.
4. Provide recommendations for utilization of the Composting Facility.
5. Perform an analysis of outlying Transfer Station Operations and provide recommendations for improving efficiency, reducing costs, and hours and days of operation.
6. Perform an analysis of the impact of public self-haul on facility operations and provide recommendations to reduce impacts and improve the service experience.
7. Populate the R3 Rate Model for the following annual expenses projected out over the next 10 years:
 - a. Closure / Post-closure
 - b. Machine Replacement
 - c. Capital Improvement

In the process, we evaluated the following systems.

1. Satellite Container Sites (a.k.a., transfer stations)
2. Mariposa County Landfill (MCLF)
3. Organics Composting Operations
4. Main Transfer Station
5. Material Recovery Facility (MRF)

FIRST IMPRESSION

We chose to begin this report by sharing our first impression of the landfill and main transfer station and each of the four container sites (i.e., satellite transfer stations). Our first impression of the facilities is not definitive in terms of our findings or recommendations. It is purely subjective. But we've included it to provide some insight into what customers (and workers) see as they enter the facility.

Making a good first impression with residents goes a long way toward communicating the standards the county has for their facilities. A facility that is clean, has clear signs to direct residents, and a well-organized operation, sets a higher bar that encourages customers (and workers) to respect the facility and follow the rules. In other words, the first impression helps define customer attitude.

Our first impression of the container sites is mixed. They are typical of many rural waste facilities, in that all four facilities appear to be suffering from several years of deferred maintenance. Don Pedro also shows an unnecessary accumulation of debris. It's obvious that the solid waste system is struggling in terms of labor and financial resources, and it shows clearly at the container sites.

Please take this in the context it is given. Rural container sites often face challenges regarding ongoing maintenance. But there are also plenty of examples of container sites that are clean and well maintained – and this should be the goal for Mariposa County.

Our first impression of the landfill entrance area is positive. The entry road up to the stop sign is clean and organized. The scale and scale house are in good condition and are appropriate for a rural facility of this size. The recyclable buyback area is also clean and organized. Most customers are frequent users and are familiar with the site layout and processes.



Figure 1 - Entrance to Coulterville Container Site.



Figure 2 - Main entrance to landfill and transfer station.

Our first impression of the area in and around the transfer station is not good. There is a lot of junk and large a collection of various recyclables, including appliances and tires. This sets an image of a site that may be trying to do more than it has resources to complete. We'd rather see the facility streamline its operation and do the basics well.

Similarly, most of the landfill presents a negative image. The basics of clean access, graded surfaces, and stormwater controls are not working effectively.



Figure 5 - Metal recycling area near transfer station.



Figure 4 - Dozer parked in ponded stormwater.

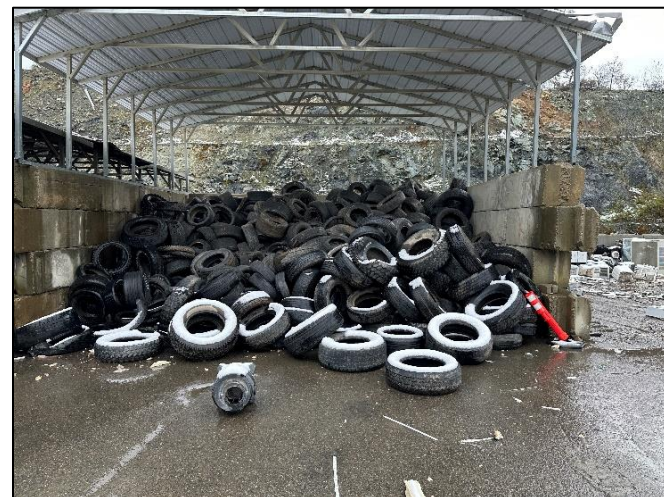


Figure 6 - Tire recycling area behind transfer station.



Figure 3 - Additional metal recycling area near transfer station.

HOURS/DAYS OF OPERATION

Landfill & Transfer Station

The landfill and main transfer station are currently open 8:00 am – 4:00 pm, Tuesday-Saturday. We believe the days of operation are appropriate, but the hours should be adjusted based on the work required at the end of the day – and the fact that the employee work schedule is 7:30 am – 4:30 pm (with an hour lunch).

An 8-4 “open” schedule for customers equates to what is essentially a 10-hour day for the landfill workers (less an hour for lunch). The crew must arrive early (7:30 am) to open the site, perform pre-trip inspections on machines, and prepare the site to receive customers. But more significantly, the landfill crew would also typically require an hour or more beyond the closing time.

Here is a scenario. *A large, slow unloader (i.e., pickup and trailer that must be hand-unloaded) enters the facility at 3:59 pm. They check in at the scale, are weighed, and then drive to the landfill’s active face, arriving at 4:10 pm. It takes 30 minutes for them to unload and pull away. It’s now 4:40 pm. They go back to the scale where they weigh and pay. They finally exit the landfill at 4:50 pm. But that’s not all. The landfill crew began pushing the waste at 4:40 pm. Pushing, spreading, and compacting those last “end-of-the-day” loads could take 20 minutes, especially if the active face is on the outside slope. At 5:00 pm, the operators begin placing cover soil or a tarp. Federal and state rules require that all waste be covered at the end of every operating day. The covering process takes another 15 minutes, so at 5:15 pm the trash operation is done. Next, the operators must park the machines and idle a few minutes for cool down. By 5:30 pm, workers are back at the office to check out for the day.*

We believe the limited time at the end of the day to finishing pushing, compacting, and covering the waste is a contributing factor to the poor condition of the landfill – and to many of the regulatory problems that have been noted by the inspector over the past 12 months. The current hours of operation simply do not allow time for the staff to properly close out the landfill’s workday.

The actual staff work schedule can be further complicated if large vehicles are allowed to dump in the transfer station at the end of the day. There is a general policy that vehicles arriving after 3:00 pm will be allowed to dump in the transfer station. We don’t know the origin of that policy, but it creates additional work for the landfill crew. And this phenomenon is obvious as we see contractor’s trucks and other large vehicles the gate just after 3:00 pm.

The problem is, that all waste that’s dumped in the transfer station must – at some point – be loaded (with a wheel loader) into a roll-off truck, transported to the landfill’s active face, and dumped. This adds staff and equipment time to the operation. We disagree with that policy and suggest it be replaced with another policy. In basic terms, the double-handling process wastes time and money.

Alternatively, we suggest that only small vehicles be allowed to dump in the transfer station. All trucks, pickups, and vehicles with trailers should be directed to the landfill. This should occur regardless of the weather conditions or time of day. Further, this policy should be firm, regardless of customer appeals to dump at the transfer station to avoid getting mud on their vehicle, avoid waiting in line, or whatever. If you have a pickup, truck, and/or trailer, you’re going to the landfill ...period.

We suggest the facility close the gate at 3:00 pm to reduce the end-of-the-day crunch for the landfill operators – and allow the crew to be properly finished by 4:30 p.m.

Satellite Container Sites

Days and hours vary, with Saturday morning being a common time for all the container sites.

1. *Coulterville Transfer Station*
Hours of Operation: Saturdays 8:00 am to 12:00 pm
2. *Don Pedro Subdivision Transfer Station*
Hours of Operation: Thursdays and Saturdays 9:00 am to 2:00 pm.
3. *Fish Camp Transfer Station*
Hours of Operation: Open Saturdays 8:00 am to 10:00 am
4. *Hornitos Transfer Station*
Hours of Operation: 1st & 3rd Saturday 9:00 am to 12:00 pm

The current days and hours appear to be very convenient for residents. However, for the facilities to be staffed during those hours will require 3 to 4 separate employees, depending on the Saturday. We understand that some facilities are staffed by residents who live nearby. But we still believe requiring 3-4 employees on certain days increases the potential for a staffing shortage if someone is sick or otherwise unable to work. To minimize that risk and make it possible for fewer employees to cover the facilities, we suggest some staggering of hours may be appropriate. For example, Coulterville Transfer Station could retain its schedule and be open from 8:00 am to 11:00 am, then that worker could drive to Hornitos and open that facility from 1:00 pm to 4:00 pm. Because of its remote location, Fish Camp could continue to be serviced by the County's contract garbage collection company – Recology. And, because Don Pedro is a somewhat busier facility, we suggest its hours be maintained as is, even though it will require an additional staff person (because it shares common hours with other container sites). Later in this report we discuss closing some of the container sites.

INBOUND TONNAGE

The MCLF has, over the 10-year period 2012-2021, received an average of 12,831 tons of waste per year.

Annual Tonnage			
Year	Disposed Waste Tons (Reported to CalRecycle)	Estimated Diverted Organic Tons at 11.8%	Estimated Inbound Tons for Disposal (includes organics)
2012	14,324	1,916	16,240
2013	11,398	1,525	12,923
2014	11,992	1,604	13,596
2015	11,303	1,512	12,815
2016	14,017	1,875	15,892
2017	12,466	1,668	14,134
2018	11,993	1,605	13,598
2019	15,410	2,062	17,472
2020	11,763	1,574	13,337
2021	13,646	1,826	15,472
Average:	12,831	tons over past 10 years	

Figure 8 - Table of tonnage over 10-year period.

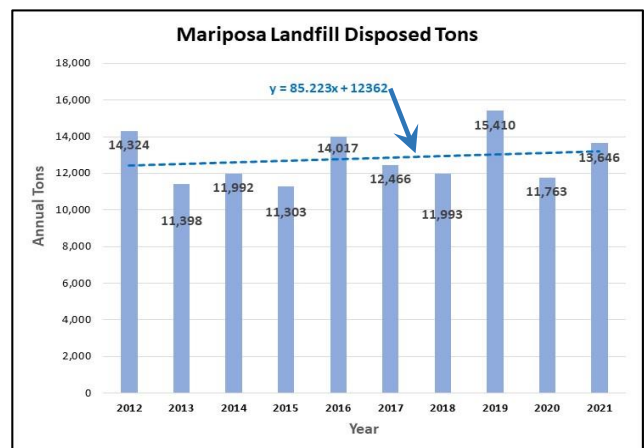


Figure 7 - Chart of tonnage over 10-year period.

Economy of Scale – Disposal and Recycling

Like other rural counties, Mariposa County’s waste management system faces serious challenges related to economy of scale. Regardless of where people live, they generally expect to receive a minimum level of waste management services. These services include waste disposal and recycling. Two simple terms that really mean much more.

Waste disposal of course refers to the disposal of non-hazardous municipal solid waste (MSW). But is also means disposal of unusual waste materials such as quantities of brush, logs, vehicles, RVs, trailers, construction and demolition (C&D) waste, dead animals, and natural disaster (i.e., wildfire) debris.

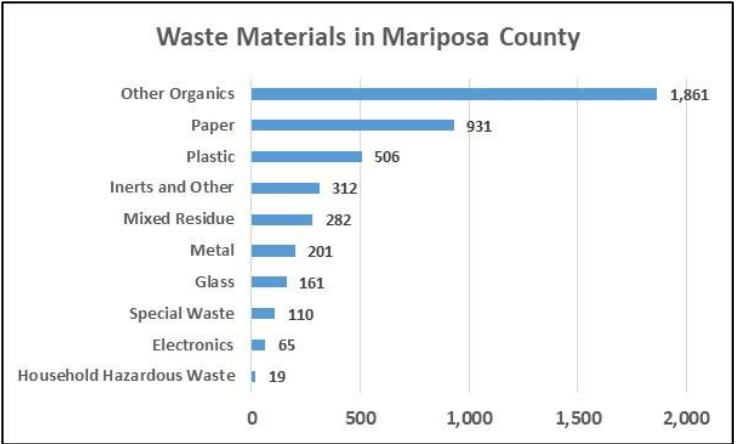


Figure 9 - Waste characterization extrapolated from CalRecycle statewide study.

Disposal also includes a wide range of household hazardous wastes (HHW). HHW refers to normal (household) quantities of the materials typically found under the sink, in the shop or garage. Things like paint, cleaning supplies, herbicides, pesticides, or other items that may be potentially toxic, poisonous, reactive, or flammable. But in the world of solid waste management, they are not regulated as hazardous waste because of the typical small quantity generated by individual residents. This is different from the regulated quantities of hazardous waste generated by commercial and/or industrial operations.

Typical recycling services include diversion options for various materials including plastics, metals, glass, organic materials, and construction and demolition (C&D) debris. In some communities, there is a wide range of recycling available to residents.

Generally, the larger the population and the closer to local ports or industry, the more options there are for recycling. For example, in Sacramento and/or the Bay Area, residents may viably recycle many types of plastics, paper, metal, glass, and other commodities.

Maintaining lots of options for diversion can only be done economically in communities that generate many thousands of tons of these materials per month. And only where access to viable markets are close enough to

The 7 Types Of Plastics			
	PETE	Polyethylene terephthalate	soda bottles, water bottles, peanut butter jars, salad dressing bottles, medicine containers and vinegar bottles
	HDPE	High-density polyethylene	milk jugs, laundry detergent bottles, shampoo/conditioner bottles, and bleach bottles
	PVC	Polyvinyl chloride	pipes, shower curtains, clear medical tubing, vinyl records, cooking oil bottles, seat covers, and coffee containers
	LDPE	Low-density polyethylene	sandwich bags, shrink wrap, grocery bags, squeezable condiment bottles and bread bag
	PP	Polypropylene	yogurt cups, ketchup bottles, syrup bottles, plastic bottle caps and 'microwave-safe' plastic containers
	PS	Polystyrene or Styrofoam	disposable cups, take-out food containers, packing peanuts, egg cartons and Styrofoam insulation
	Other Plastics	Other plastic including polycarbonate & biodegradable plastic	baby bottles, sippy cups, water cooler bottles, polycarbonate plastic food containers, and car parts

Figure 10 - List of various types of plastics recovered at some facilities.

justify the cost of transportation. Recycling is also easier and more economical when collections routes can service dense neighborhoods where residents set out 3 cans: one for trash, one for recyclables, and another for organic waste.

Mariposa County does not meet any of these criteria. Consequently, the cost of maintaining a robust recycling infrastructure and transporting recyclables to market is impractical and very expensive. In that regard, we strongly suggest that Mariposa County reduce their hands-on diversion effort to those commodities that can be collected economically and that generate sustainable revenue.

This will likely include the following:

- Wood and green waste, as long as customers are willing to pay for disposal and/or processing. Further, that material should be minimally processed by coarse grinding, and then used by public works for erosion control, or better yet, placed on landfill slopes as erosion-control mulch. Some may go to biomass if financially viable. The idea is to get paid for it, then spend less than what is received, to process it. If it can't be done profitably, we suggest that material not be received at the landfill. We do not recommend continued operation of the composting facility.
- CRV containers for which the county can be reimbursed by the state CRV program. This is in essence a state-mandated recycling incentive program that charges consumers – in advance – every time they purchase a beverage and pay the CRV deposit. These programs survive financially not simply by the recycling of plastic, but by the CRV revenue recovered from the state. They are subsidized by fees charged to consumers who purchase beverages in approved containers. This program can be run economically, as long as expenses are controlled to stay within the revenue being generated. Limiting the hours when CRV containers will be received is one way to reduce costs, and ensure that the revenue exceeds the cost. It is our understanding that the only buy-back commodities for which customers receive cash is CRV containers. We agree with this approach.
- Metal that can be stockpiled, minimally handled, and then sold to a recycler who will pick it up and pay a sustainable price. The prices paid in the metals market varies widely over time.
- Cardboard if it can be minimally processed and sold to for a profit. To maintain maximum value, cardboard must be kept dry. Having the baler outside is problematic. We suggest it be relocated to the north end of the building where it can be in a covered area.
- Other materials that may be under mandatory recycling by CalRecycle should be received, processed, and transported in the simplest, most economical way.
- Electronics (a.k.a., e-waste) must be recycled and should also be done in the simplest, most economical way. Diverted e-waste should continue to be shipped to a regional recycler.

For some of these commodities, it may be necessary to charge customers a processing fee. Please note that while some consumers complain about having to pay to dispose of recyclables, the solid waste industry has generally come to the realization that recycling costs money. Mariposa County cannot afford to subsidize its recycling programs.

Increasingly, municipalities and private companies have initiated programs that require customers to pay when disposing of recyclable materials. The concept of charging for recycling services is being applied in large cities where recycling might appear to be easier because of the economy of scale – but often it isn't. What's more,

the small volume of recyclable material produced in Mariposa County makes diversion that much more difficult and costly.

In summary, we suggest the County focus on recycling materials that generate good diversion and generate positive cash flow. That may require actually charging customers to dispose of recyclable materials. We are generally in agreement with the concept of mixed recyclables being shipped out of Mariposa to a large, regional recycling facility.

EQUIPMENT

Various machines are used at this facility. Here's a quick rundown.

List of Equipment

- Case 580D
- GMC Dump Truck
- Caterpillar 926M Loader
- Caterpillar D6 Dozer
- Caterpillar 816 Compactor
- Tarp-O-Matic ADC Machine
- Toyota Forklift
- Kenworth Roll-off Truck
- McCloskey 416 Trommel
- International F-2575 Water Truck



Figure 11 - Forklift in poor condition.

Onsite Machines

We were pleased to see that the landfill's front-line machines are relatively new CAT units, including the D6 dozer, the 816 Landfill Compactor, and the 926M wheel loader. We understand the compactor is currently down, pending a \$400,000 rebuild.

Aside from the loader, the dozer, and the landfill compactor, the equipment at the landfill is older and came from the county road department or fire department. While it is good to repurpose equipment, there are also some drawbacks. One of the main ones is dependability (i.e., up time). Old machines that are nearly worn out by the time they reach the landfill, cost more to operate, and don't provide reliable service. We understand that when budgets are tight, the landfill may be fortunate to get whatever equipment it can get. But in some cases, it may be more efficient and economical to schedule some projects around rental equipment – rather than trying to maintain an old machine.



Figure 12 - D6 dozer.

For example, we often see landfills retain an old backhoe for incidental use that amounts to a few hours here and there – mostly for cleaning ditches before and after the wet season. However, when we look at the cost of maintenance an old machine requires, it may be more economical to simply rent a backhoe 2-3 times per year ...and schedule its work accordingly. We are not suggesting the MCLF specifically sell their old backhoe. We are recommending they evaluate all old equipment to ensure it is all being used efficiently and economically.

We also suggest that when it comes to mission critical equipment, reliable equipment is vital. The landfill appears to be meeting this industry standard.

Under the current scenario, we suggest the current front-line equipment is more than adequate. In fact, the front-line equipment (i.e., dozer and compactor) could, on average, handle up to five times more waste than is currently received at the MCLF.

This is one of the economy-of-scale challenges that the MCLF faces. Even though it is, from a tonnage perspective, a very small landfill, it must still have a minimum of equipment to operate effectively.

We suggest that at some point, some equipment could be sold to help generate cash for other landfill expenses. This is discussed further in the section on “The Hybrid Option.”



Figure 13 - Landfill Compactor

CONTAINER SITES

Mariposa County operates 4 rural container sites. Three of those sites utilize roll-off containers in conjunction with a retaining wall. The fourth site (Fish Camp) simply uses front-loader containers that allow customers to dump from ground level. Our assessment of those container sites is presented in the following pages.

Don Pedro Container Site

The Don Pedro Container Site is typical of most rural container sites. Signage could be improved by mounting the “Scrap Metal” sign that is currently on the ground. Access roads are potholed and should be regraded. There is some evidence of scavenging occurring at this site, with a welder, drafting table lamp, and rolls of wire sitting on the top of the retaining wall. We suggest some general housekeeping is in order, including picking up random junk, damaged traffic cones, and anything else not required for the operation and that makes the facility look junky.

The roll-off bins are in good shape, with little visible damage or rust. There is no evidence of container fires. The retaining walls are basic but functional, except that the scrap metal wall has no rail or other fall protection.

We suggest this be mitigated by

1. Installing a rail at the metal bin,
2. Requiring customers to unload directly on the ground instead of into a container.
3. Closing this site to scrap metal and requiring residents to drive to the MCLF to dispose of metal.
4. Installing a lower bin (i.e., 10-yard roll-off bin) and having customers unload from ground level into that bin – to eliminate any fall hazard.

We understand that options 2 and 4 will require additional work or more frequent hauling. Option 3 would eliminate the fall hazard altogether.

We recognize that some metal items are quite heavy and could not be lifted over a rail or up into even a 10-cubic yard bin. Nonetheless, there is a fall hazard, and it should be mitigated.



Figure 14 - Access at Don Pedro



Figure 16 - Don Pedro - Apparent Scavenging



Figure 15 - Don Pedro Lower Level - needs gravel.



Figure 17 - Mount sign on post.

The perimeter fence and gate appear to be in good condition.

The Don Pedro Container Site has the best infrastructure of all the sites and could easily absorb additional customers (and waste) if the Coulterville and/or Hornitos sites were to close.

Hornitos Container Site

The Hornitos Container Site reflects a minimalist approach, having only the basics required to receive and transfer waste from rural customers.

We agree that the sign requiring customers to back up to cones and unload from the ground only is good, however, no cones were observed during our onsite evaluation. Perhaps they are stored in the building? It is very important that specific instructions be backed up with action.

A similar sign should be erected at all facilities where customers must dump over an edge. However, such a sign must be backed up with diligent oversight by the attendant.

Also, we suggest that this sign – and all signs – be straightened. Important messaging can be lost if the signs are dirty, bent, or leaning.

Replacement of the culvert or regrading would improve the access road leading to this site.

We suggest the County continue monitoring customer usage of this facility. It is a very simple operation that appears to require little in terms of maintenance. However, the servicing of this facility, even during its limited schedule of being open two short days per month, does require county resources. So, we suggest the county consider closing this site, and re-direct residents to use an alternate disposal location at Don Pedro or the MCLF.



Figure 18 - Example of modern, well-kept container site in Hilo, HI.



Figure 19 - Hornitos Container Site - Signs



Figure 20 - Hornitos Container Site - Rail

Coulterville Container Site

The gate and fencing appear to be in decent condition, as are the containers and the retaining wall.

However, like the other container sites, the Coulterville facility shows some deferred maintenance. The entrance road is in poor condition. The asphalt road shows lots of alligator cracks, and a few potholes. Despite the poor condition of the road, we don't suggest any additional road maintenance work be done at this time for the simple fact that this facility is only open ½ day per week,

The signs at this facility have good messaging, but many of them had fallen off the post and were laying face-down on the ground at the time of our site visit. Fallen signs send a very negative message to customers, regardless of what the written message might be. We suggest all signs be re-mounted and straightened. Or, if the message is no longer relevant, the fallen signs should be removed.



Figure 21 - Hornitos Container Site - Regrade Access Road



Figure 22 - Coulterville Container Site - Entrance Road



Figure 24 - Coulterville Retaining Wall and Roll-off Bin.



Figure 23 - Coulterville Container Site - Signs on the Ground

Fish Camp Container Site

The Fish Camp Container Site is a very simple site. Unlike the other container sites that use roll-off containers, this site utilizes front-loader bins. There was approximately 4 feet of snow on the ground at the time of our site visit. It had recently been plowed to make the bins accessible for customers. This facility is being serviced by Recology, the County's contract waste hauling company. Due to the snow, we were unable to see the site fencing or other improvements. The paved access road showed some alligator cracks and potholes but is acceptable for the little use it receives.



Figure 25 - Fish Camp Container Site - Front-Loader Containers

All Container Sites

The access roads at the satellite facilities include a combination of gravel and asphalt. Most of the asphalt sections are cracked, potholed and failing. However, because of the low rate of customer usage, we do not recommend repairing the asphalt. Instead, if anything, it should be scarified, pulverized with a grinder, or simply overlain with additional gravel.

Similarly, the gravel portions should be re-graded and receive additional gravel as needed. Work on the access roads should be limited only to what is required to provide safe, passable access during the wet season. No additional roadwork is recommended.

We suggest the county continue using the container sites at Don Pedro and Fish Camp. We also suggest they consider closing the Hornitos and Coulterville sites – but only after reviewing customer usage and tonnage data. We are not suggesting any type of formal study, instead this decision should be contingent on the observations and opinion of the facility manager. Unless there is a compelling reason not to close those two container sites, they should be closed.

We do not make this decision without recognizing that closing those facilities will affect the residents who currently use those facilities. We recognize that closing Hornitos and Coulterville may force some residents to drive further to dispose of waste. However, we believe it is impractical to continue providing remote service to those facilities, and that it is not unreasonable to suggest that residents who live in remote areas may have to drive further to dispose of waste and recyclables – the same way they must drive further for all other services. That is simply a consequence of living in a rural area. As a case in point, for several years I lived in Mariposa Pines and it took me nearly 40 minutes to drive to the landfill. Again, that is a consequence of living in a rural area.

It is also likely that discussions about closing one or more container sites will quickly come around to the topic of illegal dumping. Certainly, this is a possibility, especially when residents have come to depend on a convenient, local disposal site. But, in our experience, while illegal dumping may spike initially after a site

closes, it generally is not as bad as one might imagine. Yes, there are local variations in culture and attitude that can impact illegal dumping, but we've found that people who choose to dump illegally will do so even if there is a viable disposal option available. Overall, most people will choose to do the right thing.

We further suggest the County consider following the example of Fish Camp where possible, utilizing front-loader containers instead of roll-off containers with a retaining wall. Retaining walls can cause serious falls – even fatalities – while ground-level front-loader bins pose no fall risk. The container sites with retaining walls all have some inherent risk. The change from roll-off bins to front-loader containers would allow the County's contract waste hauler (Recology) to service those bins at a time that's convenient to them. They do not have to be emptied immediately as they are filled. Instead, they could be serviced over the next few days. Please keep in mind that many commercial garbage bins are serviced on a weekly basis – which means waste may be in those bins for up to 7 days before being dumped.

Also, if bears are an issue, the front-loader containers could utilize gravity locks. This would allow the bins to be locked when the site is closed, yet still allow the truck to dump the bins. We prefer this option versus trying to maintain an electric fence.

Here is an example of a container site with several bins. Under this scenario, the County could still provide localized service, but would not have the responsibility of providing a roll-off truck and driver to empty the bins.

We also suggest that in this scenario, residents with large, recyclable metal, be directed to the Mariposa Landfill.

As another alternative, here is a different example of a system we observed in Madison County, Montana. This site was having litter problems from open top roll-off bins. Their solution used a combination of solar panels, batteries, and hydraulics to raise and lower the screened lid. This station was not staffed with county personnel, and the lid system was operated by customers who opened the bins to dump, then closed them before leaving.



Figure 26 - Front-loader Container Site with Multiple Bins – Lemhi County, ID



Figure 27 - Solar Panels - Madison County, MT

The system used in Madison County would require significant retrofitting to the Mariposa containers sites. And it still creates a fall risk – though that could be mitigated with proper guardrail design and wheel stops that kept customers from backing up the edge. We do not necessarily recommend this option but wanted to include it for your information. Obviously, this type of lid closure system would also solve any bear problems.



Figure 28 - Hydraulic Lids on Roll-off Containers - Madison County, MT

LANDFILL AND MAIN TRANSFER STATION

The landfill and main transfer station are typical rural waste facilities.

Like many other small, rural landfills, the Mariposa County Landfill (MCLF) has a lot going on in a relatively small area – we believe it has too much going on. We commend the landfill management and staff for not having the extensive boneyard of old trucks and tractors that many landfills seem to acquire, but there is still too much junk and stored recyclable material onsite.

After leaving the scale, the access road to the active landfill is short and not too steep, it's wide enough for safe passage, and the first few hundred feet are well graded. But once the road reaches the top deck of the landfill, conditions become very rough. The unloading areas and much of the top deck are poorly graded. At the time of our site visit, there was extensive ponding.

This makes the area muddy and messy for customers, but more importantly, because stormwater is not being effectively controlled there is lots of ponding. This is a serious issue because it is leading to increased leachate production that is evident in the form of leachate seeps on the slopes of the landfill.

We are also concerned that the visible leachate seeps represent only a small portion of leachate being generated by the landfill.

We acknowledge that installing some form of grade control (i.e., machine-mounted GPS) might help operators maintain grades, but we have also seen hundreds of examples where operators effectively check – and maintain – grade using traditional methods. Hand levels, Abney levels, and blade-mounted levels can accomplish the same thing at much less cost. But this does require that operators have appropriate training to develop basic skills.

Because of the importance of proper grading for all landfill surfaces, we suggest the County consider installing GPS grade control on the dozer.



Figure 29 - Access Road to Active Landfill Tipping Pad.



Figure 30 - Poor grading on top of landfill.

Overall, the areas on and adjacent to the active landfill should be re-graded and cleaned up. We also recommend the landfill develop a practical fill sequence plan that identifies – ahead of time – specific areas that will be used for wet-weather access. That would allow those areas to be developed during the dry season – allowing much better access in the winter.

Layout

The layout of all facilities sets the initial tone regarding how efficiently and safely the overall systems work.

Landfill and Main Transfer Station

The current layout of the landfill and main transfer station has been in place for many years, to the point that customers and workers have normalized it. But there are some issues.

Crowding at Entrance, Scale, and Recycling Area

For vehicles entering the landfill, the scale is the first potential bottleneck, though not a serious one currently. Even on busy days, the line of vehicles seldom extends out to Highway 49. Some congestion does occur however, at the entrance to the SPCA facility. The limited parking and vehicle maneuvering space at the SPCA can cause vehicles to back onto the landfill's main access road. When this happens, it can impact landfill traffic.

There can also be some crowding as customers wait in line to enter or exit the recycling (buyback) area. This is caused by one of two issues.

The first is that inbound recycling customers may be trapped behind inbound landfill customers who are waiting in line to turn left onto the scale before dumping trash. There is a right-turn lane for recycling customers that can reduce the wait time into the recycling area, but we suggest it be extended further to the northeast (i.e., toward Highway 49) to allow recycling customers an earlier opportunity to turn right into the recycling



Figure 31 - Poor grading on landfill surface.



Figure 32 - Poor grading on top of landfill.



Figure 33 - Area of Traffic Congestion at Landfill Entrance.

area. Depending on the available space and the existing slope, we suggest there may be room to extend the right-turn enough to accommodate several more vehicles that are bound for the recycling area.

The second area of congestion occurs as recycling customers attempt to leave the recycling (buyback) area to access the scale. Some recycling customers also have waste to dispose, so they must cross the scale prior to accessing the transfer station or landfill. We understand that customer payments are now made at the buyback center and we agree with this practice.

Signage

In a previous section, we provided an overview of signage at the container sites. In this section, we'll cover signage at the landfill and transfer station.

The signs are the first opportunity to communicate with customers, even before they reach the scale house. Having clear, easy to understand signs that explain instructions, rules, hours of operation, and directions are all crucial for a well-functioning facility. Messaging is important and signs should be clear and concise.



Figure 34 - Improve sign placement and staging.

Signs that are dirty, faded, leaning, or poorly staged, put forth a message of detached uncaring. For example, this leaning sign with old and new cones is staged in a mudhole. Yes, the written message is clear, but the non-verbal message is even more powerful and takes away from the core message. This unspoken messaging has a significant negative impact on the attitude and overall culture of the facility – and may also lead to more issues with customers not following other important rules.

Some of the signs are required by regulation to list the facility owner, contact information, and other facility information. In general, signage at the entrance is good, but there is room for improvement with interior signage. Especially in terms of directional and warning signs.

Additional instruction at the landfill tipping pads would be useful. Specifically, this should include instructions to “Back All the Way Before Dumping,” “No Scavenging,” “Dogs and Children



Figure 35 - Regulatory and informational signs.

Stay in Vehicle,” and other pertinent information. We also suggest signage that helps keep self-haul vehicles separated from commercial (garbage) trucks, including the roll-off truck from the transfer station. This recommendation will complement our suggestion to widen the tipping pad as described later in this report.

Currently, the facility’s signage includes several different styles, colors, and fonts. As previously mentioned, customers need clear and consistent directional signage at the entrance and throughout the facility, including at the unloading areas in the transfer station and at the landfill.

We recommend the County inventory all on-site signs and postings, looking for ways to consolidate or potentially eliminate redundant messages. This focus should be on determining the messages people need to be aware of, deciding where they need to see that message, and then communicating it clearly, concisely, and consistently (pictograms should be used when possible.)

In addition to reviewing the written messages on the existing signs. We also suggest that many of the signs be updated or replaced, based on standardized criteria of color, font, and style.

The signs one encounters when entering the site are not standardized. Typical of other sites where we’ve worked there are many different styles. Having universal standards would be very helpful to help prevent customer confusion.

On the following page, we show a sample of current signage at the landfill and main transfer station. Please note the variability of the signs, and the general confusion they may create – especially with customers who come to the facility infrequently.

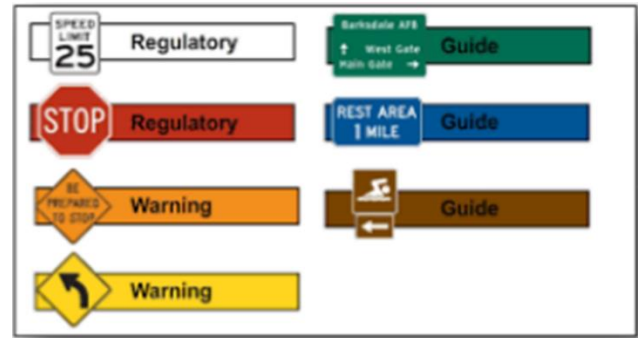


Figure 36 - Common formatting for various sign types.



Figure 37- Sign with pictograms - Dane County, Wisconsin



Photos of Signs from Around the Facility

Facility Maintenance

As noted in the section on “First Impressions,” there have been several years of deferred maintenance at the main facility and the container sites. In this section, we provide some specific findings and recommendations regarding facility maintenance for the landfill and main transfer station.

Transfer Station Maintenance

There are several maintenance issues that should be addressed at the main transfer station. This begins with general cleanup. The site overall looks messy. We suggest a comprehensive round of spring cleaning to remove trash, nonfunctioning equipment and all items that are not part of the day-to-day operation. We also suggest working with specific vendors to have them remove tires, appliances, and other items more frequently – to avoid the stockpiling that appears to dominate portions of the facility.

Paint and general aesthetic upkeep is not an immediate priority but should be included in the list of regular upkeep tasks.

We noted several places around the transfer station building where vehicles had apparently run into the structure. Those areas should be repaired as time and budget allow. Perhaps more importantly, we suggest large (i.e., 12-inch in diameter) bollards be installed at all building corners and at all vehicle entrance points to the transfer station building. Bollards will help prevent future damage.

We also suggest the county remove and sell all recycling equipment inside the transfer station building. We see no scenario where the county should undertake floor-sorting or hand (i.e., pick-line) sorting of recyclables. As noted in the section on “Recycling,” loads of mixed recyclables should be transported to a regional material recovery facility (MRF). This follows the same concept discussed earlier where the economy of scale for a very small facility (like this one) makes it virtually impossible to perform diversion efficiently and economically. It's better to send it to a large, regional recycling facility.

Cleaning up the transfer station and removing the recycling MRF equipment is a necessary step toward what we'll be proposing under the Hybrid Option.

That is to begin transferring a portion of the waste to a regional landfill. Along that line, we'll be re-configuring



Figure 38 - minor building damage - repair as needed.

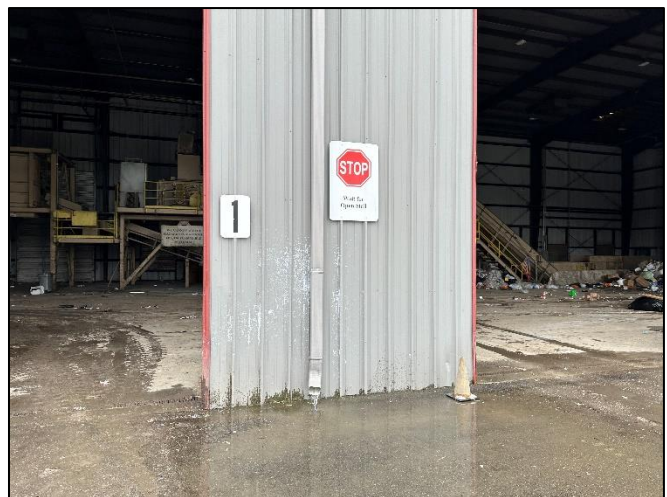


Figure 39 - Bollards would protect building corners.

the transfer station to accept more of the waste stream and setting up a load-out area where transfer trucks can be loaded with trash.

Landfill Maintenance

The landfill is typical of many small, rural landfills, in that there is a lot going on in a relatively small area. There is a clear attempt by landfill staff to process each day's trash by pushing and compacting it. However, the waste is not being adequately covered at the end of every operating day as required by state and federal regulations – and by industry standard practice. We also commend the landfill management and staff for the many tasks they've been willing to take on – things like composting, extensive recycling, managing material from the Ferguson Slide, and processing debris from the tree mortality project with 3rd party grinding and the Air Curtain Burners.

However, in the process of trying to do all those extra things, some important and foundational landfill maintenance work is being overlooked.

Yes, along with some basic things being properly maintained at the landfill, there are some areas that should be improved. Because of the risk of creating leachate, stormwater management tops our list of maintenance issues.

Grading and Stormwater Controls

As noted under “First Impressions”, some areas on the landfill are not being adequately maintained in terms of basic grading and stormwater controls. Basic grading is necessary to provide a smooth area for vehicle unloading and to promote stormwater runoff.

This is a clear regulatory requirement for the landfill that is not being done properly – as evidenced by our site visit and recent inspection reports. It is also considered industry standard practice. We strongly suggest the landfill operators be trained to perform proper grading of all landfill surfaces, particularly on the top deck where significant ponding is currently occurring.



Figure 40 - Ponding at landfill tipping pad.



Figure 41 - Ponding on top of landfill.

To provide adequate stormwater drainage, we suggest the landfill construct the top deck of the landfill at 3% - 5% slope. Slopes flatter than 3% will likely allow ponding, due to the tendency for differential settlement of the underlying waste – even over a relatively short time.

As previously noted, and explained further in the section on leachate, proper grading is a vital part of good landfill practice – and will help prevent future environmental issues – mostly related to leachate.

The MCLF receives Construction and Demolition (C&D) waste. This material is stockpiled and processed on top of the landfill. Sometimes wood waste and green waste are also placed on top of the landfill. In both cases, these areas are poorly graded, and we observed extensive ponding.



Figure 42 - Ponding on landfill at C&D and wood area.

Access Roads

The paved access roads at the transfer station appear to be in reasonable condition. We suggest regular maintenance be conducted as needed on asphalt areas that become cracked or potholed.

Similarly, we suggest that the landfill access roads and tipping pad be graded and surfaced to provide clean, reliable all-weather access. Same thing for C&D, wood, and other material stockpile areas on top of the landfill.



Figure 43 - Muddy, Rutted Access Road.

We suggest that the Ferguson slide material could provide a suitable base if it is screened or crushed. However, placing that material on the landfill without first processing it is inefficient and could waste airspace – if large chunks of rock are not subsequently removed and processed.

We did observe a large stockpile of old asphalt. This is prime material for road base especially if it is processed during hot weather. Processing for use as a landfill road typically includes spreading it on access roads or tipping pads, and then track-walking (with the dozer) or rolling (with the compactor).



Figure 44 - Oversize slide debris on landfill. Not recommended.

For landfill access roads – and especially for tipping pads – the ideal road surfacing material is 6-12 inch (minus). This coarse material will settle down to form a strong, solid base. But more importantly, coarse material will be more durable on the tipping pad, under the constant backing and pushing of the dozer. Finer material that may work great for normal gravel roads, will not hold up in a landfill environment where trucks and heavy equipment are operating.

With a good fill sequence plan, the landfill staff could pre-place rubble in areas where the next tipping pad will be. This can reduce the cost of double-handling because it puts the right material in the right place, at the right time. It would also enable roads to be utilized for the longest practical time.

Asphalt, concrete, brick, or other rubble works well – without processing. So would the Ferguson slide material if it were screened or run across a 6' grizzly. When placed to a depth of 12"-18" and then track-walked in, this material would form a reasonably smooth base that would also be quite durable.

Further, we recommend all other access roads, including bench roads, perimeter access roads, and roads leading to monitoring wells, etc., be graded to provide effective stormwater drainage. They should also be surfaced to provide all-weather accessibility. If they cannot be surfaced, those auxiliary roads should not be traveled during wet conditions, to prevent rutting, ponding, ...and leachate.

Traffic Management for Current Operation

One of the challenges for the landfill is managing the flow of traffic into the site, including the decision of where various types of vehicles should dump. Each of these decisions impacts cost because every time we touch material, it costs money. Of course, it also is a critical safety factor because different vehicles have different requirements regarding where to dump.



Figure 45 - Stockpile of asphalt debris. Great for road base.



Figure 46 - Proper staging of rubble for wet-weather tipping pad. Paso Robles Landfill.



Figure 47 - All access roads should be surfaced for all-weather use.

For example, some customers arrive in small vehicles with a few bags of trash. Those vehicles should be directed to dump in the transfer station. This keeps them away from risks associated with large trucks and heavy equipment at the landfill face. It is also more convenient for the customers. Overall, the small quantity of waste that landfill staff must haul from the transfer station to the landfill would be worth the reduction in risk.

Alternatively, it makes sense for larger loads to go up the hill and dump at the landfill, because every ton of waste dumped in the transfer station, must at some point, be loaded, hauled to the landfill, and dumped by landfill staff.

All of this generally makes sense, but because there is no specific procedure in place for when certain vehicles should dump in the transfer station, the practice is inconsistent and inefficient. Some small vehicles may occasionally be directed to the landfill. This is, as previously noted, unsafe. It also creates more work for the dozer because it must spend valuable time clearing a few small bags of trash from the tipping area to make room for more vehicles.

Conversely, some large loads of waste are allowed to unload in the transfer station, if it is near the end of the day (i.e., after 3pm), if there is a waiting line at the landfill, or if customers complain about getting their vehicle muddy. This creates unnecessary work for the landfill staff who must then push, load, transport, and dump that trash at the landfill tipping pad – when all that could have simply been done in the first place, by the customer.

We suggest a formal policy be developed *and* implemented for all staff to follow. One option might be to allow only those customers at or below the minimum fee of \$18 (i.e., six 33-gallon containers) to dump at the transfer station.

Another option might be to set up several front-loader bins like those used at Fish Camp. These bins could be dumped by the contract hauler whenever that truck comes into the landfill. Overall, the cost of having the contract hauler occasionally dump those bins may be less than the cost of county staff having to load and transport that material to the landfill with the roll-off truck.

Wood and Green Waste Area

The wood and green waste area is located east of the existing waste footprint. We suggest the landfill continue receiving this material, and that they closely monitor the cost of processing that material. As part of our overall recommendation for streamlining the operation, we suggest it makes sense to receive this material, *only* if it can be processed at a good profit.

From our experience at other landfills, we suggest that the current price of \$55 per ton is probably insufficient to cover all the costs associated with processing this material. We have not calculated that cost for the MCLF, but at a minimum we believe it must cover the cost of:

1. *Receiving those loads at the scale.*
2. *Maintaining the access road and tipping area.*
3. *Frequently pushing this material up into a stockpile.*

4. *Removing waste and other unsuitable debris.*
5. *Hiring a 3rd party contractor to process the material.*
6. *Occasionally paying for additional grinder repair costs for rocks, metal or other debris that could damage the grinder.*
7. *Maintaining the processed material in a stockpile.*
8. *Loading it into trucks for transport to biomass.*
9. *Having additional staff if processing this material takes the operation into another employee being required.*
10. *Disposing of any residual material into the landfill.*
11. *Managing the risk of fire.*

When dealing with wood waste, it is also important to consider the potential impact of moisture. For example, inbound material may be weighed (and charged) based on an existing moisture content. Wet wood weighs more and will increase tonnage. Once that material is processed, the moisture content can change significantly – especially if processed in the summer. After grinding, wet wood can lose 40% or more of its weight.

Charging per ton will work in the landfill’s favor if the inbound material has a high moisture content. But transporting wet material to a biomass facility can be costly because the hauling cost is based on the current weight (including any moisture). Most biomass plants pay based on a “bone-dry” equivalent. For example, if the MCLF pays to ship 22 tons of material, it may only receive credit (and payment) for 15 bone-dry tons, depending on the current moisture content.

All these factors should be considered when determining an appropriate tipping fee (i.e., price per ton) to be charged for logs and/or green waste.

We also suggest this material be processed more frequently to prevent a dangerous accumulation of potential fuel for a landfill fire or wildfire.

Finally, we understand that some of the wood debris is processed for donation to senior citizens in Mariposa County. In that case, we expect the County will set policy based on community need.

Vegetation Management and Wildfire Prevention

An aerial photo (i.e., Google Earth) from November 2022, shows a large and contiguous pile of green waste and logs. This represents a significant mass of fuel in the event of a wildfire.

To assist in the control of a fire in this area, we suggest this material be split into multiple sections, each separated by open lanes (i.e., space) of approximately 15 feet. This could provide some means of access for



Figure 48 - Large accumulation of green/ wood waste.

fire control if a fire were to start in this area. We recognize this will reduce the overall storage capacity for this material – and may thus require more frequent processing.

We also suggest the landfill develop standard operating procedures (SOPs) for processing this material. Due to the higher risk of starting a fire when processing (i.e., grinding) this type of material, we recommend that in addition to SOPs, the county also limit wood processing to certain times of the year and/or conditions when the wildfire risk is low.

We also recommend that all vegetation around the perimeter of the landfill footprint be mowed or masticated to reduce the risk of a trash fire reaching adjacent wildlands, or vice versa. This is particularly important in areas where flammable waste materials (i.e., the green waste pile) are in proximity to heavy loading of offsite vegetation. The landfill and all the satellite facilities require some level of vegetation management, but the landfill, and the container sites at Coulterville and Fish Camp are particularly at risk. In part, this is due to the setting and heavy fuel loading of the adjacent properties, but there is also a level of deferred maintenance that has not kept up with normal fire prevention standards.

For the landfill, we suggest all surfaces be mowed annually to reduce the fuel load from grass and weeds. The mowed grass should be left in place as mulch to help control erosion and stimulate additional growth next year. Reducing the height of the grass (by mowing) will significantly reduce the potential flame length should a wildfire cross the landfill. We also suggest that an area around the perimeter of the landfill, especially east and south of the landfill are particularly at risk. For areas outside the permitted landfill footprint, we suggest a 200-foot-wide mosaic fuel break be established, to further protect the landfill from an advancing wildfire – or to prevent a landfill fire from becoming an offsite wildfire.

For the satellite container sites, we also suggest a “defensible space” buffer of at least 100 feet be established around the work areas. This should include removal of all vegetation within that defensible buffer, per CalFire recommendations. Please note that under severe conditions (temperature, wind, humidity) the CalFire minimum 100-foot defensible buffer will be inadequate.

This work should be completed in the spring after vegetation has stopped growing – and before it dries out and poses a fuel source for wildfire.

Site Security

It appears that all facilities have adequate fencing to prevent unauthorized access when the sites are closed. This is a requirement of state and federal regulation. Good Job.



Figure 49 - Good example of site security.

TRANSFER STATION OPERATIONS

Under the current configuration, we have recommended the transfer station only accept waste from small vehicles, while pickups, trucks, and all vehicles with trailers be directed to the landfill. This will reduce double-handling by county staff and help decrease overall costs.

However, if/when the county begins operating under the hybrid option (See Section on Hybrid Operation), only C&D and other bulky wastes will be directed to the landfill during dry weather, and everything else will go to the transfer station to be loaded into transfer trailers and hauled to a regional landfill. During the wet season, the landfill will not operate and all waste will be exported to an out-of-county landfill.

LANDFILL OPERATIONS

We reviewed lots of information about the operation of the Mariposa County Landfill and conducted a site visit. Because of our years living and working in Mariposa County, we also have a good historical knowledge of the landfill. We offer the following findings and recommendations.

Waste Handling – Current Operations

The MCLF is currently being operated as a traditional landfill, using a dozer and landfill compactor to perform a basic Push/Pack/Cover operation. Under the current scenario, there are two conflicting factors affecting dozer and compactor productivity.

Productivity Factor 1

First, from a purely tonnage standpoint, these machines are utilized far below their potential. This comes back to the same economy of scale challenge that affects the recycling and compost operations. In a traditional landfill scenario, these two machines could, when working together, efficiently handle up to 300 tons of trash per day. At the MCLF, these 2 machines are working at about 20% of their maximum capacity – compared to a typical landfill operation. However, at the MCLF, those machines process approximately 60 tons per day (on average). Here's some background on machine production rates.

An 816 Landfill Compactor's optimum production rate is approximately 30-40 tons of trash *per hour* when the compactor is receiving waste from the dozer and can focus specifically on trimming and compacting waste. In this context, the term optimum refers to the most efficient compromise between compacting enough to preserve valuable landfill airspace (by packing more trash into the available space) and not over-compacting to the point that fuel and other machine-related costs are wasted. From this perspective, the compactor could process the MCLF's inbound tonnage in approximately 2 hours per day. Peak summer tonnage may require up to 3 hours per day.

Similarly, from a purely production standpoint, a D6 dozer can typically handle 200-300 tons of trash *per hour* when strictly pushing full production loads from the tipping pad to the active face. This production rate will drop when pushing over an edge and down a slope or, as in this case, when the dozer must come back and forth to the tipping pad to clean up just a few small loads.

Under a traditional scenario, the dozer should be able to process the inbound waste in less than 2 hours per day *when working with the landfill compactor*, or approximately 4-5 hours per day (max), including placing cover soil or Alternative Daily Cover (i.e., ADC) if working alone (i.e., no compactor). Currently, the cost of these two machines cannot be efficiently amortized over the tonnage, because MCLF is a small landfill. This comes back to the challenges related to economy of scale, and it directly contributes to a higher cost per ton.

The productivity challenge at the MCLF is not due to the capacity of the machines, rather it is impacted by the layout of the tipping area and the way inbound vehicles are managed.

Productivity Factor 2

Under the current operating scenario, the machines are expending too much effort compared to the small quantity of tonnage being handled. Yes, it's true that under ideal operating conditions, these machines could handle a lot more tonnage than the MCLF receives each day. But the problem is they are not working efficiently, even with the relatively low tonnage they receive.

For example, the current filling operation is progressing around the landfill perimeter. Section by section, the landfill staff is steepening the outside slopes that have settled over time. By steepening the slopes, the landfill is gaining capacity (airspace), building a broader top on which to operate, and extending landfill life. This is a good practice and provides many operational and financial benefits. But it also adds some inefficient busy-work for the waste-handling dozer.

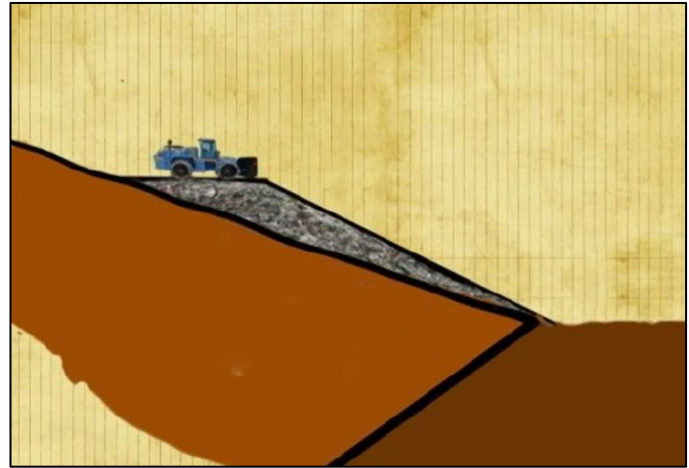


Figure 50 - Steepening of landfill slopes to increase landfill capacity. Waste is pushed down from the top of the landfill to the active filling area.

Vehicles unload on top of the landfill at a (too) small tipping pad, and as the tipping pad fills up with dumped trash, the dozer must push the waste to make room for the next vehicle(s). That trash is pushed over the edge and down to where the slope-widening process is occurring. As previously noted, just a few loads of trash can effectively fill the small tipping pad, even though those loads might represent only a small quantity of trash.

Once the tipping pad has been cleared, the dozer goes back to the slope-widening operation. But during the time the dozer is “over the edge” the operator does not have visual contact with the unloading area. So, the dozer must frequently travel back up to the tipping pad, make 3-4 pushes to clear the pad ...and then head back down the slope. This is done repeatedly throughout the day, and it wastes a significant amount of dozer time. Under the current operation, this recurring interruption results in the dozer being very inefficient.

Dozer Practices

We've referred to the dozer in this discussion because it is currently the primary waste-handling machine. We understand that the compactor is currently down, pending a \$400,000 rebuild. Because of the relatively low tonnage received at this landfill, we suggest that the compactor be sold, and all waste handling operations be performed by the dozer. Along that line, we also want to see the dozer working more efficiently. Here are several potential solutions to increase dozer inefficiency.

1. The tipping pad should be enlarged to provide more room for customers to unload. Under the current scenario, because of the small unloading area, the dozer must clear the tipping pad after every 3-4 vehicles. This is like sweeping the floor every time 3-4 people walk across it.

Alternatively, it would be much more efficient to sweep the floor less frequently and only as needed. The same concept applies to the tipping pad. Widening the tipping pad would increase the tipping pad's (waste storage) capacity, allowing more vehicles to dump before the dozer must come back up and push. This results in fewer dozer push cycles overall. This is also good practice to help minimize crowding and improve safety at the tipping pad. We also suggest customers with smaller loads be instructed to dump in front of another small load. This is referred to as double-stacking. In some cases, even triple-stacking makes sense. The idea is to accumulate enough trash in every dumping slot, to allow the dozer to make a full production push every time. It's much more efficient for the dozer to push fewer full loads – that is a full blade of trash –than to make multiple low-capacity pushes. It's all about production.

2. Even though there are exceptions, it is generally standard practice within the industry for the dozer to do most of the pushing from the tipping pad to the active face, and for the compactor to do the final trimming and compacting. Again, there are legitimate reasons why these roles may shift, but under traditional landfill operations, the dozer pushes and the compactor compacts. However, because of the unique conditions at the MCLF (i.e., it is a very small landfill), we suggest the compactor be sold, and the dozer be used to push, spread, *and* compact waste.
3. A traffic director (i.e., spotter) could be stationed at the tipping pad to instruct customers to place loads more efficiently, to better utilize the available space at the tipping pad. Because of the relatively low volume – this is a very small landfill – we believe good signage could be used in lieu of a spotter in a safe and effective way.
4. Signs with clear instructions should be placed at the tipping pad to instruct customers where to dump, based on vehicle type and/or load size. This should be in conjunction with physical reference points (i.e., large tires, concrete barriers, etc.) that can help segregate various types of vehicles. These would direct self-haul vehicles to dump in one location, while directed larger commercial loads to dump in another. Generally, it is best to put the large loads closest to the active filling area to minimize the amount of work required. This is basic physics.
5. Changing the threshold for deciding which vehicles come to the landfill, and which ones dump in the transfer station could help reduce loading at the landfill's tipping pad. Generally, we suggest that all pickups, trucks, and vehicles with trailers be directed to dump at the landfill, while other smaller vehicles dump in the transfer station.
6. We suggest a cellular-based, solar-powered camera be installed at/near the tipping pad to allow the dozer operator to monitor customer activity in real time, when working over the edge or otherwise outside the visual line of sight. This unit could be moved as the active area moves, and could easily be monitored by the equipment operator – on a smart phone – to know when the tipping area was full and required pushing. This would minimize the dozer having to come back to the tipping pad at times when there are too few loads to justify the effort.
7. Later in this report, we discuss the landfill changing to a hybrid operation, where a percentage of the inbound waste is landfilled, and the remaining waste is exported to another landfill. Under that scenario, where the volume of trash being landfilled is further reduced, we suggest the landfill operate without a landfill



compactor. Because, while it's true that the waste can be compacted to a greater density with a compactor, the added waste density will not justify the additional cost of the compactor.

Compactor Practices

During a regular landfill inspection on November 16, 2023, we noted that the inspector issued an Area of Concern (AOC) because the landfill compactor was down. The inspector specifically referenced 27CCR, Section 21600, noting, *"Inoperable waste compactor. Provide adequate onsite equipment as required in the RDSI."*

Perhaps the compactor is listed specifically in the RDSI, so the inspector is looking for it to be functional. Or maybe the simple fact that it was onsite and inoperable was an issue. However, it is important to understand that while the use of landfill compactors is common in the landfill industry, it is by no means mandatory. California's landfill rules require that solid waste be spread and compacted (See Below).

20640. CIWMB - Spreading and Compacting. (T14:Section 17677)

Solid waste shall be spread and compacted in layers with repeated passages of the landfill equipment to minimize voids within the cell and maximize compaction. The loose layer shall not exceed a depth of approximately two feet before compaction. Spreading and compacting shall be accomplished as rapidly as practicable, unless otherwise approved by the enforcement agency.

These rules require compaction, but they do not specifically require the use of a landfill compactor. The compaction process can be accomplished by any combination of a dozer, landfill compactor, track loader, and/or a wheel loader.

We recognize that under the current configuration, the landfill compactor would help the MCLF achieve slightly higher waste density. However, in light the existing financial constraints – we understand the compactor is currently down, pending a \$400,000 rebuild. Also, even without the landfill compactor, the facility has many decades of remaining airspace, so we don't believe the compactor is necessary. In fact, we suggest that after a trial period with the Hybrid Operation, the compactor be sold.

Daily Cover Practices

At the time of our site visit, we observed that daily and intermediate soil had not been adequately applied to recently filled areas. The lack of cover did not appear to be due to a lack of cover material. To the contrary, there was a sizeable stockpile of soil onsite. A mechanized tarping machine (i.e., Tarp-O-Matic) was also onsite, along with two spools containing tarps. Another tarp was on the ground, but we could not determine its condition – whether it was damaged or usable. Additionally, there was a good quantity of C&D onsite. When processed through crushing and/or grinding, C&D can be used as ADC. Suffice to say, there were adequate resources to comply with state and federal rules for daily cover.

However, not all areas had been adequately covered. In all fairness, our site visit did follow a significant spring storm that brought snow and rain. But landfills must plan for inclement weather, including staging cover soil or ADC to cover waste every day.

Other recently filled areas had not been adequately covered with soil or ADC. Some of those areas also showed significant evidence of leachate seeps.

Overall, the lack of preparation shows poor planning. This could have been mitigated with proper fill sequence planning and better effort to be set up to operate from a solid, surfaced, and well-graded wet-weather tipping pad. There was certainly adequate rubble and slide debris available, had it simply been prepped and placed.

To provide a reference, it should be noted that inadequate placement of daily cover (soil or ADC) is one of the most commonly violated standards at California landfills. We share this not to provide an excuse for poor performance, but simply to say that it's a common issue and it's no secret that systems should be in place to make sure it gets done.

Throughout 2023 and continuing with the first inspection of 2024, there have been several Violations and/or Areas of Concern by the Local Enforcement Agency (LEA) and CalRecycle. Many of these are related to the inadequacy of daily and/or intermediate cover and/or poor grading practices. This is a serious issue, not only because it indicates the operation is not meeting basic regulatory standards and industry standard practice, but because lack of daily and intermediate cover can also lead to future environmental issues. Of those issues, leachate is the most serious, because of its potential impact to surface and/or groundwater.

As previously noted, we see this as one of the most urgent issues for the landfill to address.



Figure 51 - Area of uncovered waste and leachate seepage.



Figure 52 - Tarp-O-Matic with extra spool of tarps.



Figure 53 - Poor grading and ponding on top of landfill.

Fill Sequencing

We've noted the issue with poor grading and ponded stormwater. The solution to those issues is for the equipment operators to check grade as they place waste material. Like any construction project, good grading practices are important. However, some of the problems we observed could be mitigated by constructing properly surfaced access roads and tipping pads.



We suggest the MCLF re-establish their past practice of working from a detailed fill sequence plan. See Appendix E for more a description of how fill sequence plans can improve a landfill's operation and efficiency.



Figure 54 - Isometric view of proposed fill locations from 2020 Fill Sequence Plans.

WASTE HANDLING –HYBRID OPERATION

For various reasons, the current landfilling operation is not working very well. This is clearly evidenced by poor inspection reports over the past 12 months and by our onsite observations. Many of the reasons for this poor performance were discussed in the previous section of the report, but here is a summary of those reasons, along with some other factors we believe are contributing to substandard performance.

1. Access roads and tipping pads are not constructed to an adequate size and standard that can provide all-weather access.
2. The dozer is spending too much time clearing a tipping pad that is too small to accommodate inbound vehicles.
3. Onsite management is not effectively directing the operation. Clear operational procedures must be defined, communicated to the staff, and enforced.
4. Equipment operators are not properly checking grade as required to maintain stormwater control as required by regulation and industry standard practice.
5. The landfill does not appear to be working from a current fill sequence plan.
6. Underlying soil is not being properly removed prior to placement of “the next” lift of trash – especially on the perimeter slopes. This creates a quasi-liner that causes internal moisture (i.e., leachate) to flow sideways and emerge on the surface of the landfill as leachate seeps.
7. Poor grading and inadequate placement of daily and intermediate cover soil is allowing lots of infiltration into the landfill, further increasing the potential for leachate issues.
8. The economy of scale associated with operating a small landfill has resulted in a very high cost per ton.
9. That same economy of scale is also creating inefficiencies with equipment utilization. That’s why we suggest the compactor be sold – after staff has worked only with the dozer for a period of time to affirm, they are able to handle the reduced tonnage being landfilled.
10. The landfill’s current “open” hours are making it difficult for the landfill crew to properly cover the trash at the end of the day. We suggest the landfill hours be reduced to 8:00 am to 3:00 pm.
11. Loading, hauling, and placing cover soil and ADC are much more difficult during the winter.
12. Seasonal conditions and swings in tonnage make winter operations more difficult and much less efficient than dry weather operations.
13. Slope work should be done primarily during dry weather because placing and covering waste is difficult during the wet season.
14. Recent and historical practices have led to the prevalence of leachate seeps.
15. Landfilling wet trash (i.e., putrescible residential and commercial waste) increases internal moisture and can lead to higher generation of leachate.
16. Because the landfill is unlined there is greater potential for leachate to impact groundwater. We are concerned because the leachate seeps seen on the slope likely represent some of the leachate movement within the landfill. More leachate is likely moving downward beyond the bottom of the landfill.
17. At times, it is difficult for the landfill to obtain adequate cover soil and historical excavation practices have removed much of the available soil from onsite.

As an alternative, we are proposing the MCLF switch from a traditional landfill operation to a hybrid option. Under this proposed scenario, most of the inbound waste would be exported to a nearby regional landfill, and during the summer months, the MCLF would landfill a reduced portion of the waste stream – primarily dry, non-putrescible waste. This would allow the landfill to operate with a reduction in staff and equipment, while still providing the benefits of having a local landfill.

Under the hybrid option, the facility would continue to receive the same waste stream. The landfill would continue to operate during much of the dry season, receiving and landfilling inbound waste. It would focus on landfilling dry (non-putrescible) trash. Wet (putrescible) trash would be loaded into high payload transfer trailers and hauled down the hill to a regional landfill. During the wet season, no waste would be landfilled, and all trash would be exported.

The split between what would be landfilled vs what would be transferred would be based on several criteria. The first is a regulatory threshold. To continue operating, without triggering closure, the landfill must continue landfilling a minimum quantity of waste each year. Under CalRecycle rules, this is defined as at least 30% of the average annual tonnage received over the past 10 years. Here is the actual code (Cal. Code Regs. tit. 27 § 21110).

(2) If the average annual waste disposal rate to a solid waste landfill is reduced for two consecutive years to a rate equal to or less than thirty (30) percent of the average annual tonnage rate during the previous ten years (exclusive of the minimum and maximum tonnage years), the operator shall begin closure activities in accordance with the time frames specified in the closure plan unless granted an extension pursuant to ¶(b)(3).

So, based on the past 10-year average, the landfill must continue landfilling approximately 3,900 tons of waste per year. Inbound tonnage data must be closely monitored to ensure compliance with this regulation. We believe this threshold can easily be met during the dry season. We believe this hybrid option will best meet the county's solid waste needs now and into the future, while protecting the environment and reducing overall system cost. These are some of the more significant benefits of the hybrid option.

1. Filling only during the dry season will minimize the potential for creating leachate.
2. Filling primarily with non-putrescible waste will further reduce the potential for creating leachate.
3. Reduces heavy equipment demands and operating costs.
4. Preserving landfill airspace will allow adequate time for the county to build the landfill closure fund.
5. Slowing the rate of landfilling will extend the active life of the landfill.
6. Conserving adequate emergency reserves of landfill capacity is important if/when catastrophic wildfires occur in Mariposa County.
7. The hybrid option provides the county with maximum flexibility because waste could be landfilled and/or exported to another regional landfill.

During the dry season, we estimate 30-40 tons of waste per day may be landfilled. This amount of waste can easily be processed with a single machine. We recommend that initially the dozer be used to push, spread, and compact the waste. The compactor will not be necessary and so, after a couple months or so to prove out the landfill staff's ability to manage solely with the dozer, the compactor can be sold.

Prior to selecting the Hybrid as the preferred option, we evaluated several other possible options, including:

6. Closing the landfill immediately and transfer all material to one or more regional facilities.
7. Continuing to operate the landfill "as-is" with no additional liner construction – just operate until the remaining (unlined) airspace has been filled.
8. Continuing to operate the landfill as-is with plans to develop and line all future cells.
9. Privatizing the operation by hiring a 3rd party contractor or Selling the landfill outright.
10. Operating under a hybrid option that includes landfill some waste, and exporting the remainder to a regional landfill.

COMPOSTING OPERATION

Mariposa County's AD compost system was approved by the Board of Supervisors in 2003 (See Appendix F) and built shortly thereafter. At the time, it was anticipated that food waste from Yosemite National Park would be mixed with various organics from the County to provide the feedstock for the AD system.

When it was constructed the concept of composting the organic portion of the county's waste stream sounded good. Even today, in-vessel composting using an anaerobic digester is considered state-of-the-art. In fact, one of the largest in-vessel AD systems in the world is in San Jose, California. But that facility processes an order of magnitude more organic material than the one in Mariposa. We are back to that same issue: Economy of Scale.

Anaerobic composting can be an effective and environmentally friendly means of converting various types of organic material into high quality compost. When done correctly, a properly designed Anaerobic Digester (AD) system can convert minimally processed organic material into quality compost. That process can be done in a controlled environment, while releasing relatively little odor. When it comes to composting, AD systems are perhaps the most controllable and reliable system available, though they are expensive to construct and operate.

AD technology has been around for many years and there are an increasing number of systems operating across the country. And, with California's recent passage of SB 1383, fewer organics will be allowed into landfills. That organic material must go somewhere. This has increased the demand for organic waste processing. Along that line, one might conclude that Mariposa County's Anaerobic Digester (AD) system should have been the right system, in the right place, at the right time. But it wasn't.

You see, to be a viable business, compost operations must have two things; proper feedstock and a reliable market for finished compost. The Mariposa AD system had neither.

Not long after the Mariposa County's compost facility began operating, problems surfaced, including issues with organic feedstock (food waste) from Yosemite National Park (YNP). Part of the issue stemmed from the idea that the eating utensils used at YNP would rapidly decompose in a composting system. This proved not to be the case.



Figure 55- An open bay at Mariposa County's AD composting system.



Figure 56 - Debris screened from finished compost material.

After much trial and error, a decision was made to utilize finished compost product as alternative daily cover (ADC). Finished compost material was subsequently used – in lieu of daily cover soil – to cover trash at the landfill. Alternative Daily Cover (ADC) is available in many forms, ranging from processed organics, to tarps, to spray-on materials. There are literally dozens of types of ADC material, many of which have been pre-approved by CalRecycle, and all of which are intended to save landfill airspace by covering trash in lieu of soil. Most landfills use one or more forms of ADC. The Mariposa County Landfill used Compost.

This is, by all industry standards, a very expensive use of finished compost material. Further, because of the high cost of producing that material, it is one of the most expensive ADC options in the industry. By and large, within the traditional landfill, it just isn't done.

Interestingly, the 2014-2015 Grand Jury report noted that *"To a landfill manager, compost is cover material."* We respectfully disagree. The tremendous effort required to create compost is wasted when that material is used for ADC. There are many other forms of ADC, many of which have been pre-approved by CalRecycle. One of those is processed green material. But that refers to green waste that has been processed by chipping or grinding to meet a certain gradation spec. CalRecycle's intent is that large chunks of green waste are not used for ADC, but that instead, that material be downsized to something like mulch or wood chips. Certainly, there is no expectation that one would go to the effort and expense of creating finished compost – only to use it as ADC.

There were challenges. It was not only the supposedly biodegradable eating utensils used at YNP that did not fully break down in the short 28-day AD Composting cycle. Other non-organic waste also survived the process, also ending up as *contamination* in the finished compost product. Residents who might have looked forward to a source of compost were turned off by what appeared to be chunks of trash in their compost.

The composting system is nearly 20 years old, and some maintenance issues are appearing. One entire bank of digester vaults has been unusable since last year because of damaged piping. Other parts of the composting system including the concrete floor and sub-floor piping are also requiring maintenance. This is common for in-vessel composting systems where leachate, gas emissions, heavy equipment usage, and normal wear and tear can cause corrosion and damage over time. This is a normal part of the maintenance required for these types of systems.



Figure 57 - Piping for the composting system needs to be repaired.

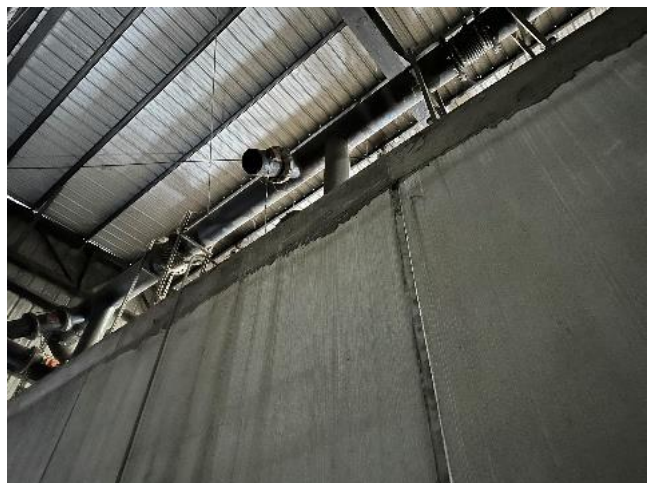


Figure 58 - Another view of piping needing repair.

Based on the operational issues, the low quality of the finished compost, and the high cost of operating this facility, we suggest the county cease operation of the compost system with County staff.

Instead, food waste and other organics can be shipped down the hill to larger organics processing facility.

As an alternative, the county could solicit interest by a 3rd party operator who may want to operate the composting system. It would certainly be beneficial for the county to generate even a small amount of profit to help offset the loan payments that are still outstanding for the construction of the compost system.

Please note that around the same time this facility began operation, a very similar facility was constructed in West Yellowstone, Montana. It was intended to provide a similar service – for Yellowstone National Park. However, that facility experienced similar issues and ceased operation in 2021 ...for the same reasons. Please see Appendix D for information on the closure of the West Yellowstone Compost Facility.

MRF OPERATIONS

The county currently provides residents with a wide range of recycling options, but in this area too, the county is operating at a serious disadvantage. The same economy of scale that impacts the landfill and compost operation, makes recycling costly and difficult.

It is common practice to construct and operate a Material Recovery Facility (MRF) to sort and extract recyclables from the waste stream. However, running a MRF is expensive and labor-intensive. The most efficient MRFs are large and can amortize their costs over a large quantity of recyclables. Some MRFs process thousands of tons of recyclables per week. Yet even those large, regional facilities often must charge a tipping fee to subsidize the cost of recycling. In many cases, recycling does not – on its own – generate positive cash flow (i.e., profit).

At one point, the county installed MRF equipment at the transfer station, with the goal of extracting recyclable materials. This system is not viable, nor is it currently being operated. We suggest the existing MRF equipment be sold. This would provide additional space within the transfer station building – space that will be needed if/when more waste is transferred to a regional landfill.

We understand that mixed recyclables are currently being shipped down the hill to a large-scale MRF. This hands-off concept makes sense, and we suggest it continue. Or, as an alternative, the county could bundle recycling with their current hauler (Recology) and allow them to take over the process of loading and exporting recyclables.

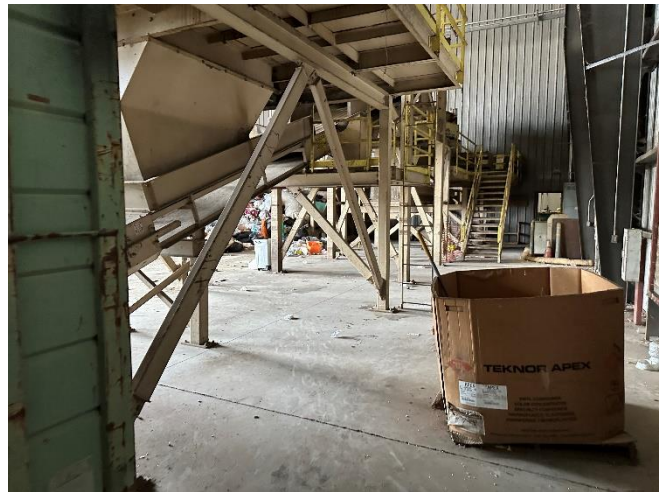


Figure 59 - MRF equipment - recommend selling.

ENVIRONMENTAL ISSUES

The operation of a landfill is all about safety, efficiency, and environmental stewardship. Here are our findings regarding some specific environmental issues. These findings and recommendations should be taken in the context that the landfill should not cause environmental problems with groundwater, surface water, or air. Our comments address those goals.

Leachate

Leachate refers to any liquid, including rainwater, snowmelt, or liquids within the waste itself, that has contacted waste materials and may subsequently be contaminated. Leachate can impact groundwater and/or surface water. For more than 30 years, the EPA (through Subtitle D) and CalRecycle (through Title 14 and 27) have required that all new landfills or new landfill expansions include a bottom liner and a leachate collection system. The intent is to prevent contaminants (i.e., leachate) from percolating through the waste and reaching groundwater.

Old landfills that were in already in place prior to those rules, are typically not required to have a liner as long as they continue to place waste above the area that already had waste. This is referred to as the existing waste footprint.

Mariposa County is an unlined landfill that is currently filling on top of an existing waste footprint. There is no base liner to prevent leachate from percolating through the landfill and eventually contacting groundwater.

The fact that this is an unlined landfill has tempered many of our recommendations regarding how the landfill should be operated.

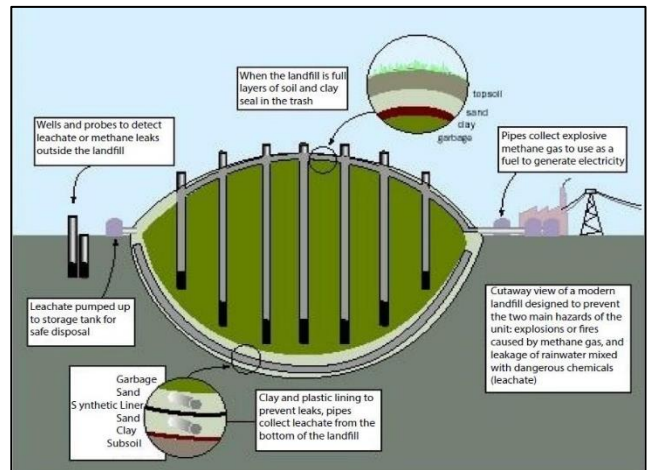


Figure 60 - Landfill liner schematic - EPA.



Figure 61 - Leachate seep at mid-slope.



Figure 62 - Leachate near toe of slope.

In fact, there are number of places where we observed leachate seeps on the slopes, and leachate actively flowing to the toe of the landfill. leachate also appeared to be running into the sedimentation basins, from which it could potentially be flowing offsite. This should be corrected as soon as possible.

Stormwater is accumulating on top of active landfill areas, contacting waste, and running down the slopes into a creek. Attempts to correct by building a French drain have not succeeded due to improper installation. The drain should be re-installed correctly to channel the water to prevent further leachate issues. Also, operating the waste transfer station seasonally will have a positive effect by allowing the landfill to be buttoned up for the winter, thereby reducing the impact of stormwater and leachate at the site.

On the positive side of the equation, Mariposa County has saved many million dollars by not having to construct a landfill liner. Landfill liners can cost several hundred thousand dollars per acre.

But, a drawback of not having a liner is the increased risk that leachate may seep out of the landfill and impact groundwater and/or surface water.

The MCLF currently has some serious leachate issues. Leachate is emerging along broad portions of the landfill's perimeter slopes. These are referred to as leachate seeps and they are the result of certain past operational practices. See Appendix B for an excerpt from the Manager of Landfill Operations (MOLO) manual produced by the Solid Waste Association of North America (SWANA). SWANA is the solid waste industry's leading trade organization, and this reflects standard industry practice.

We believe the leachate seeps are caused by underlying layers of soil that were placed at some point during the landfill's previous operation. Those layers can act as a sort of liner to direct leachate from within the landfill ...toward the side slopes of the landfill.



Figure 63 - Ponding causes leachate seeps.



Figure 64 - Leachate seep at top of slope.



Figure 65 - Leachate seeping at top of slope.

The same thing can occur when steepening landfill slopes if the underlying layer of soil is not removed as new waste is placed on the slope.

Leachate seeps can usually be controlled by excavating at – or just above the seep – and then installing a French drain. This cuts off the lateral (i.e., sideways) flow of leachate, and directs the flow back into the landfill.

This would be recommended for a very small seep or when all other aspects of landfill operation are good, including grading, stormwater controls, and cover soil practices. However, when the leachate seeps are extensive – as they are at the MCLF – it is not good to direct the flow back into the landfill, because of its potential to impact groundwater. This is especially true when the overall operation of the landfill is not sound, and when the landfill is unlined.

Because of the extensive nature of the seeps, the poor grading, cover practices (that continue to allow infiltration), and the fact that the MCLF is unlined, we suggest the leachate seeps be piped to a collection point and transported to a wastewater treatment facility, put into a lined leachate evaporation pond, or some other approved disposal option. This should be further assessed by the County's Engineer. Based on the extensive degree of leachate seeps, at this point, we do not recommend simply installing French drains and redirecting leachate back into the landfill.

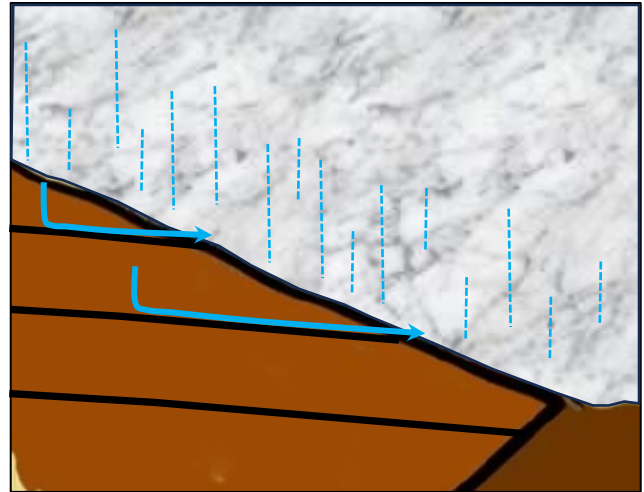


Figure 66 - Underlying layers of soil can cause leachate seeps.

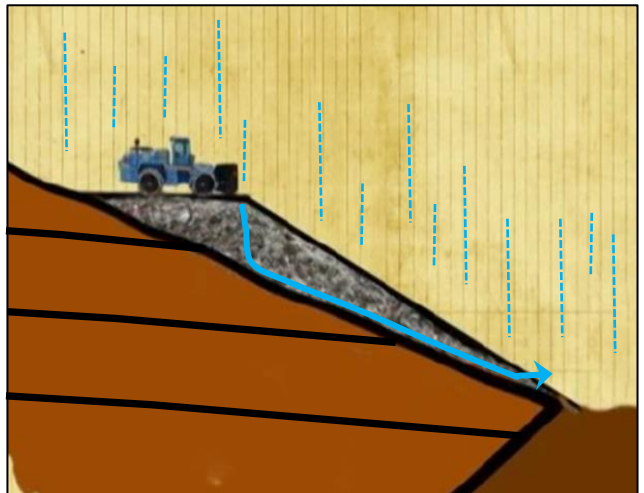


Figure 67 - Cover soil layer should be removed when steepening slopes.

From our perspective, this is a very serious issue that could impact the long-term integrity and cost of the landfill – and may increase environmental liability for the county.



Figure 68 - Stormwater flows to sedimentation basins ...and then offsite to a creek. Storm water could contain leachate.

Litter

We observed some litter during our site visit. Some was the result of waste not being properly covered, and some appeared to have simply blown from the active tipping and fill area – and had not been picked up. The landfill also received 2 Areas of Concern for litter, one in December 2023 and in January 2024. We suggest the landfill put more effort into applying daily cover soil or ADC and erect some basic litter control fences. The most basic and economical litter fences consist of metal T-posts and chicken wire. These are also some of the most effective fences for controlling litter if properly located and cleaned regularly. It is standard industry practice to have litter control fences in place, but we did not observe any such systems during our site visit.

Odors

We did not notice odors during our site visit but will note that leachate seeps are a common source of landfill odors. The fact that there had been a recent snowstorm may have suppressed odors to some extent. We suggest that mitigating the leachate seeps and providing adequate cover soil will reduce risks associated with leachate, including the possibility of odors.

Noise

We did not notice excessive sound during our site visit.



Figure 70 - Exposed waste (not covered) at landfill. Also, some leachate seeps.



Figure 69 - Windblown litter at landfill.

ADMINISTRATION

As part of our assessment, we looked at various administrative activities, including staffing and management.

Existing Staff Levels

At first glance, it appears the existing staff is appropriate for the way the landfill is currently being operated. However, we also suggest that some changes could be made if the operation is changed to a hybrid option. First, we suggest that the landfilling operation could be done with a single equipment operator, including pushing, spreading, compacting and covering waste. This landfill operator position is only for part of the year. A second operator would be required at the transfer station. This would be a year-around position.

Both operators would be working only a few hours per day to handle the inbound waste, allowing time to perform other operator activities such as managing stockpiles for inbound wood waste, green waste, rubble, and soil. There would also be time available for maintaining access roads, placing intermediate cover, and other common landfill tasks.

We suggest the waste-handling portion of the landfill operation could be done with 1 operator. We suggest the transfer operation could similarly be done with a single operator.

Here is our proposed staffing arrangement.

Proposed Staff Levels

Under the hybrid option we suggest the following staffing levels would be reasonable

Summer Operations

Landfill receiving portion, transfer station receiving portion.

- 1 landfill operator (working foreman)
- 1 transfer station operator* (load-out could be done by contract hauler)
- 1 scale attendant
- 1 laborer/fill-in person
- 2 workers in recycling area

Winter Operations

Transfer station receiving all waste.

- 1 transfer station operator (working foreman) (load-out could be done by contract hauler)
- 1 scale attendant
- 1 laborer/fill-in person
- 2 workers in recycling area

**Could be 1 operator if contract hauler loads his own truck*

Build in flexibility with public works to shift from summer to winter ...and cover vacation/sick days.

Facility Management

It is clearly evident that the landfill is suffering from a lack of onsite management. We believe the staff generally has the skills to perform the work to regulatory and industry standards, but day-to-day leadership is simply not there.

The waste is not being properly covered, litter is not controlled, landfill access, grading, and stormwater controls are poor. Overall, this is a team that's struggling for lack of management.

We strongly believe that most of the issues we've identified – and which have been called out by the inspector, can be properly mitigated. But that won't happen without the addition of a strong, knowledgeable site manager/foreman.

In that regard, our recommendation is that the landfill have a working foreman. Someone who takes ownership of the operation can jump in and help with the day-to-day work if needed.

As a reference point, we point to a similarly sized landfill in Riverside County. The Blythe Landfill receives approximately 16,000 tons of trash per year, compared to 12,000-14,000 per year at the MCLF. The Blythe Landfill operates 8am-4pm, Monday through Friday, and the first Saturday of every month. When we conducted a similar assessment of the Blythe Landfill, it was operated with a staff of 3: a gate attendant, a laborer, and a working foreman. The Blythe Landfill did not do composting, extensive recycling, or operate a transfer station. It was a landfill operation ...period.

Landfill Engineering

We understand that for many years, Curt Fujii provided engineering support for the landfill, but Curt has been working for another company for at least 2 years. We suggest the County hire a local solid waste engineer to assist with some of the more technical issues discussed in this report, including managing and collecting leachate (from seeps), modifying the JTD to address significant operational changes (i.e., the hybrid operation), update the final grades to show benches along portions of the landfill that currently have no benches, etc.

OPERATIONAL & SAFETY TRAINING

Employee Training

Employee training is a regulatory requirement in terms of safety training. Similarly, the overlap between operations and safety also means there should be some operational training as well, simply to ensure that staff are all working together. This is also standard industry practice. We observed a significant lack of management-led teamwork.

Discussions with staff indicate they are often told to, "...just figure it out." This type of training is not training at all. Training of staff is lacking. New hires currently have no formal training system and/or documentation which is not only unsafe but leaves the County (and supervision) open to liability. Safety training is also insufficient. Some materials appear to be available but there is no set-up for new employees, no training process, and no one seems to be in charge.

It's vital that critical tasks be coordinated so that everyone understands and follows the same procedure ...every time. All training programs, whether for safety or operations, must translate policies and procedures to frontline practices. This should be done by developing and training to Standard Operating Procedures (SOPs). When it comes to getting the entire staff on the same page, SOPs are the point of the spear. Here is a link to a video we created that explains the importance of SOPs.

<https://vimeo.com/463705709?share=copy>

A successful training program must be standardized so that all workers, including new hires, hear the same consistent message and are then able to translate that into doing the same thing, the same way – as a team. Blue Ridge Services can provide safety and operational training. See Appendix C for a description of a good training program.

Regulatory Standards – CalRecycle

The landfill is subject to various regulatory requirements, starting with CalRecycle and the Local Enforcement Agency (LEA). As such, the LEA – working as CalRecycle's representative – conducts inspections approximately once per month. Every 18 months, CalRecycle representatives perform their own inspections to gain first-hand knowledge of the landfill, and to help calibrate the monthly LEA inspections. The most recent CalRecycle inspection was performed on April 28, 2023.

Over the past 12 months, there have been 13 regulatory inspections of the landfill, including 1 by CalRecycle staff. During 6 of those 13 inspections, the landfill received an Area of Concern (AOC) and/or a Notice of Violation (NOV). Overall, 18 issues were noted, including 14 AOCs and 4 NOVs.

Those are summarized here, with the more serious NOVs marked by a red star.

An Area of Concern (AOC) indicates a condition that – if not corrected – could lead to a clear violation of a regulatory standard.

A Notice of Violation (NOV) is issued when a clear violation of regulatory standard has occurred.

It should be noted that many of these regulatory issues follow the same findings we identified in this report – mostly related to grading, ponding, and inadequate cover soil. As previously set forth in this report, those things can lead to serious problems with leachate potentially impacting surface and groundwater.

Mitigating the operational issues that led to AOCs and NOV's will require a focused effort and continual, onsite supervision.

SAFETY

Safety is a vital part of the solid waste system. Having and following good safety procedures will keep workers and customers safe. It's a good idea. It's industry standard practice. It's also required by Cal/OSHA and other regulatory agencies.

As a point of reference, having good safety policies will also make the operations more efficient because workers will be doing the same thing, the same way, every time.

We evaluated the operations from a perspective of safety, and we found some things being done correctly. But we also found some serious safety issues where required safe practices are not being followed. For example, during our site visit, we observed a worker standing on the conveyor belt that leads to the baler. The switch on the baler was turned off, but there was no effort to follow Lock-out/Tag-out procedures. Lock-out/Tag-out is a Cal/OSHA requirement and universal industry standard. When we suggested the worker should cut the main power supply and follow lock-out/tag-out, they responded, *"No, I'll just be here for a few minutes."* In this example, someone accidentally hitting the start switch, or an electrical short, was all it would have taken for a catastrophic injury.

Portions of the baler may also be considered a confined space and would be subject to confined space safety requirements. In Appendix A, we've provided information on how a good safety plan should be structured.

Existing Safety Plans

The existing safety plans for the landfill are not sufficient. They do not meet industry standards, nor are they resulting in safe practices as required by Cal/OSHA. We understand that periodic safety meetings are held for the staff and some basic safety training is taking place. That is good. But much of the training does not

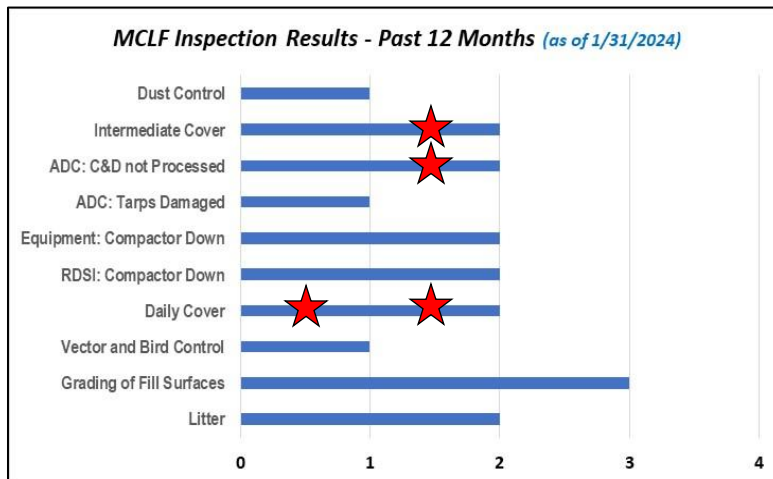


Figure 71 - MCLF Inspection results for past 12 months.



Figure 72 - Baler at the main transfer station.

adequately relate to the actual work being done – and does not address the risks workers are exposed to on a regular basis. For example, consider the broken emergency eyewash systems, the lack of lock-out/tag-out when servicing the baler, the lack of guardrails at the Don Pedro metal bin, the lack of signage and direction at the tipping face, and other obvious and inadequate safety policies.

Current Safety Status

There are some obvious signs that the culture within the solid waste systems does not put safety first. This shows a serious gap in the safety program, one that could even end up with a fatality – and at other landfills it has. We suspect this is due to several factors.

Lack of training

Discussions with staff indicate that training in general, and safety training in particular, is not being provided. Typically, we find that when training is not happening, it's due to not having the right material, not knowing how to conduct the training, not making time for training, or simply not recognizing how important it is.

Lack of accountability

We also believe that a poor safety culture can result from workers not being held accountable for basic safety practices. This is both a management and employee issue. As they say, *“workers respect what managers inspect.”* Accountability is a vital part of every safety program.

Complacency

Complacency occurs when workers have followed the same procedure, sometimes for many years, without incident, leading them to believe it must be safe. Here's how it goes, *“I've been doing it this way for 20 years and nothing bad has ever happened.”* Then one day it does. That same concept applies to wildfire preparations where nothing bad happens ...until it does.



Figure 73 – Cal/OSHA-required eye-wash station does not work.

Safety Culture

The overall safety culture is poor. We believe that the lack of training, lack of accountability, and overall complacency have led to this poor safety culture within the waste management department. However, the fact that a strong safety culture is not currently in place doesn't mean one can't be developed. Certainly, we suggest that implementing a good safety program, and then consistently following that plan will improve the safety culture for the solid waste staff.

We strongly suggest the County develop a robust safety training program to ensure the safety of all workers and customers. See Appendix A for more information on how a safety program should be structured, and Appendix C for information on a training program should be structured. Both are applicable to the MCLF.

RECOMMENDATIONS & TIMELINE

This report contains dozens of recommendations. They have been summarized in this section. Recommendations have been prioritized into 3 levels. We have also indicated by Blue Italics, those tasks where BRS can assist the County.

Critical: Immediate Implementation Recommended

1. Begin Re-grading top of Landfill ASAP to Promote Stormwater Controls
2. Monitor Leachate Seeps and, if they Continue Install Perimeter Collection System (See Appendix B)
3. Have county's engineering consultant assess collection of leachate from perimeter leachate seeps
4. Begin Contract Negotiations with Regional Landfills
5. Solicit Bids from Transfer Truck Haulers (i.e., Red Tiger)
6. Consider contract (transfer truck) hauler loading their own trailers
7. Begin Hiring Process for Working Foreman for Landfill
8. Have county's engineering consultant integrate changes into JTD
9. Take Steps to Modify Transfer Station Building to Allow Truck Loadout
10. Implement Hybrid Option summer 2024
11. Sell Compactor after Proving out Hybrid Option
12. Set Vehicle Criteria for Dumping in Transfer Station - Pickups, Trucks and Trailers to Landfill, and Small Vehicles (i.e., minimum charge) to the Transfer Station
13. Pick up Windblown Litter at Landfill
14. Cover Exposed Waste at Landfill with compliant depth of daily/intermediate cover or ADC
15. *Implement Comprehensive Fill Sequence Plan (See Appendix E)*
16. *Implement Comprehensive Safety Training Program (See Appendix A)*
17. *Conduct Safety Training*
18. Repair Emergency Eyewash Stations
19. *Conduct Sign Inventory and Install Updated Signage at Landfill Tipping Pad*
20. Mitigate fall hazard at Don Pedro
21. Limit perimeter slope filling on landfill to dry weather only
22. Enforce No Scavenging Policy – including at Don Pedro.
23. *Develop and follow fill sequence plan*

Non-Critical: Implement Soon

24. *Conduct Sign Inventory and Install Signage Throughout All Facilities*
25. Enlarge tipping pad to accommodate more vehicles and reduce dozer's pushing frequency
26. Provide operators with basic grade-checking tools and necessary training
27. Install cellular-based video camera so dozer operator can manage tipping pad in real-time
28. Develop and utilize other forms of soil cover and ADC: tarps, process C&D, soil,
29. Cross-train Public Works staff at landfill to cover vacations and sick days
30. Install Bollards at Corners of Transfer Station Building
31. Perform building maintenance at main TS
32. Cease County Operation of Compost Facility
33. Cease all Floor Sorting and MRF Activities
34. Send loads of mixed recyclables down the hill to large, regional MRF
35. Solicit Interest to Lease Compost System to 3rd Party (i.e., Recology or Caglia)
36. Remove and Sell MRF Equipment

37. Change Landfill Operating Hours to 8am – 3pm
38. Mow surface of landfill to reduce fire danger
39. Provide minimum of 100-feet of defensible space at all facilities
40. Create 200-foot Mosaic Fuel Break Around Landfill
41. Revise Storage Layout for Green/Wood Waste to Reduce Fire Risk
42. *Provide Operational Training for Landfill Crew (See Appendix C)*
43. Clean up Recyclables and Other Debris Around Transfer Station
44. Regrade Main Access Roads at Landfill
45. Place All-weather Surface on Ancillary Landfill roads or avoid using them during wet weather
46. Re-evaluate \$55 tipping fee for wood waste
47. Develop SOPs for wood grinding operation

Recommended: May Require Additional Analyses

48. Close Coulterville Container Site
49. Change Hours and Regrade Access Roads Until Coulterville can be Closed
50. Close Hornitos Container Site
51. Change Hours and Regrade Access Roads Until Hornitos can be Closed
52. Clean up Don Pedro Container Site
53. Consider Replacing Roll-off bins at Don Pedro with Front-loader Bins
54. Minimally process wood waste to reduce costs ...use as mulch or ground cover
55. Process C&D before placing as ADC
56. Minimize effort given to e-waste Diversion
57. Regrade Access Roads at Container Sites – do not re-pave
58. Evaluate impacts of closing Hornitos and Coulterville container sites
59. Screen Ferguson slide material to 6” minus for roads and tipping pads
60. Keep rocks, metal, and other debris out of green waste stockpile to avoid grinder damage.
61. Limit green waste piles size and install lanes between piles for fire prevention/control
62. Process green waste/wood waste material more frequently to reduce fire danger
63. Reduce hands-on diversion effort
64. Limit recycling to commodities that are cost-effective ...or charge a fee to recycle.
65. Relocate the baler so it is covered and dry – to keep recycled cardboard dry
66. Assess the cost of using old equipment vs renting as needed
67. Extend the right turn lane into the recycling area
68. Cease receiving metal at the container sites, instead, send all metal customers to the landfill.
69. Evaluate all old equipment to make sure it's being used efficiently and economically

APPENDIX A – OVERVIEW OF SAFETY PROGRAM

Comprehensive Safety Program

The Comprehensive Safety Program described in this section follows a structure that we've developed over the course of many years. We believe it is the most effective system for translating good, sound safety policies to front-line operations.

The waste industry consistently ranks as the 5th or 6th most dangerous industry in the U.S. Recent data appears to indicate some improvement, but there is still more work to be done. Historically, on average 1-2 people have been killed in this industry every week, including waste industry workers and non-workers. This happens even though many waste facilities are plastered with signs and banners reminding workers, "Work Safely," ... "Safety is our Top Priority," or ... "Safely to Work & Safely Home." Seriously, haven't we had enough? If safety was a slogan, this would be the safest industry in the country. But as it is, the solid waste business is one of the deadliest.

We've addressed this problem by creating our SHERPA™ program. SHERPA™ is an acronym for: Safety, Health, Equipment, Response, Productivity, and Administrative, and like the Himalayan sherpas, our SHERPA™ program carries the load of your facility's *systems* by establishing appropriate policies and procedures.

Based on what we learned during the Gap Assessment, we're proposing this SHERPA™ project to help improve your facility's safety program. This includes a detailed evaluation of your facility's safety program, and revision of critical parts of your program – namely the HASP and SOPs – to follow our SHERPA™ system more closely.

As part of this work, we are also proposing to develop a library of Standard Operating Procedures (SOPs). We recognize the importance of having clear policies and procedures, but when it comes to implementing those systems, SOPs are the point of the spear. Here is a link to a brief video that explains the importance of SOPs.

<https://vimeo.com/463705709?share=copy>

Further, this lack of safety implementation also translates to the operational side of the solid waste industry. We often hear operators say, *"We don't want to change. We've been doing it this way for 30 years."* Likely they have. But that doesn't mean they are working safely or efficiently.

Injury and Illness Prevention Program

The Injury and Illness Prevention Program (IIPP) is the foundational piece of every organization's safety program. This is where it all starts. For example, a county organization might have a single IIPP that covers the Public Works Department, Parks and Recreation, Solid Waste, etc. The IIPP is a blanket document that defines how safety is implemented throughout the organization. Similarly, a private company may have 5 landfills, 8 transfer stations, a MRF, and several collections operations – all of them would be covered under the umbrella of a single IIPP.

The typical IIPP includes many elements, including:

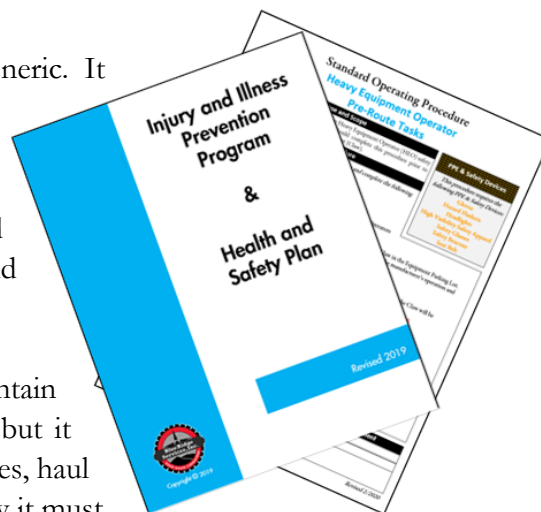
1. Management & Leadership
2. Responsibilities for Management & Workers

3. Hazard Identification & Assessment
4. Hazard Prevention & Control
5. Communication
6. Incident Reporting
7. Education & Training
8. Compliance
9. Program Evaluation, Improvement, and Recordkeeping

More than 50% of U.S. states require organizations to have an IIPP. Further, OSHA strongly recommends that all organizations have an IIPP in place, regardless of whether they are under Federal OSHA, or a State-sanctioned program.

The key thing to remember about the IIPP, is that it's generic. It establishes broad guidelines but does not drill down to the details of how to safely perform specific tasks at individual facilities. That detail, which is required under OSHA's "*general duty clause*," must be provided by each individual facility. We find this is most effectively done through a site-specific Health and Safety Plan (HASP).

The IIPP may talk about the organization's responsibility to maintain a safe working environment, in compliance with regulations, but it doesn't tell us how to push trash, pick up litter, extract recyclables, haul a load of dirt, collect trash, or grind wood waste. We only know it must be done safely. The HASP tells us how.



Health and Safety Plan

The Health and Safety Plan (HASP) is the operation-specific guide to employee safety. Whereas the IIPP establishes a broad view of how employee safety will be maintained throughout an organization, the HASP focuses on operation-specific plans and rules. The IIPP describes generally *what* to do, and the HASP describes specifically *how* to do it.

The HASP addresses the unique safety concerns associated with an individual facility and its operation. The HASP covers OSHA required topics such as lock-out/tag-out, blood-borne pathogens, hazard communication, and confined space. It also addresses industry specific concerns such as collecting, sorting, recycling, loading, dumping, pushing, compacting, and covering waste material. A partial list of subjects covered by a typical HASP includes, but is not limited to:

1. Personal Protective Equipment (PPE)
2. Hearing Conservation
3. Hazard Communication
4. Bloodborne Pathogens (BBP)
5. Both general BBP and solid waste specific BBP hazards in the waste stream
6. Hazardous Energy Control

7. machine/equipment Lockout Tagout
8. Confined Space
9. Heat/Cold Stress
10. Heavy Equipment Operational Safety
11. Equipment Proximity, Backing, etc.
12. Spotter Safety
13. Handling Household Hazardous Waste
14. Emergency Preparedness, Action, and Response



A typical HASP may address 40± individual safety topics. It's important to understand that simply including the specific OSHA topics will not address the many other safety risks that solid waste workers face every single day.

Yes, OSHA's general duty clause requires employers to provide *"...employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees..."* But that is almost like telling your crew to, "work safely," without giving them detailed instructions on how to accomplish it. Safe operations for solid waste workers must address; residential collections, diverting recyclables, maintenance practices, fueling, scavenging, equipment safety, tipping pad safety, pushing bulky loads, placing daily cover and/or ADC, managing HHW, working around commercial and/or self-haul customers, and many more topics that should be included in an effective HASP.

Once the IIPP and HASP have been developed, the next – and perhaps most critical – step is to translate that information to the frontline staff. This is done by developing an *Employee Safety Quick Reference Booklet* and *Standard Operating Procedures* (SOPs).

Employee Safety Quick Reference Booklet

The *Employee Safety Quick Reference Booklet* provides a summary of the general IIPP and facility-specific HASP. While all employees will still be expected to read and understand the IIPP and HASP, this booklet is intended to act as a quick reference guide. It can be thought of as the "Cliff's Notes" version of the IIPP and HASP.

Sections often include pictures, icons, and graphics. Individual topics are concentrated down to 1-2 focused pages. Sample topics may include:

- "My coworker just passed out from heat stress; what should I do?"
- "Is this area I'm about to work in a confined space; what should I do?"
- "I am pushing a load of bulky waste; how should I proceed?"
- "My co-worker is scavenging; what should I do?"
- "A lightning storm is approaching; how should I respond?"
- "I just observed an unlabeled drum as I was pushing a load; what should I do?"
- "I just got a jab from a hypodermic needle while cleaning the dozer's undercarriage; what should I do?"

These are real scenarios that your crew may deal with on a regular basis, and they should be able to quickly respond. Further, the *Employee Safety Quick Reference Booklet* can be a great source of topics for your regular safety meetings and tailgate huddles.

Standard Operating Procedures (SOPs)

Once a specific set of guidelines has been defined (e.g., in the HASP), those should be translated into Standard Operating Procedures (SOPs). This provides workers with specific instructions on how to work safely and efficiently performing common tasks. SOPs also provide managers with a clear yardstick for measuring worker performance and safety compliance.

Managers shoulder much of the responsibility for implementing safe practices at the facility, and when it comes to getting those safety goals and policies translated to front-line practices, SOPs are the point of the spear.

The fundamental goal of SOPs is to instruct employees on how to consistently perform tasks safely. It is essential that SOPs be in harmony with the generalities of the IIPP and the specifics of the HASP.

SOPs should be clear, concise and to the point. As Albert Einstein said, ***“If you can’t explain it to a 6-year-old, you don’t understand it yourself.”***

Once a library of SOPs has been developed for the facility, those SOPs must be translated uniformly to the crew – through an effective training program. Depending on many factors, the most effective program(s) may include a combination of online, classroom, field, or video training made specifically for each SOP. Of course, this type of training must be recurring to ensure ongoing awareness and compliance.

SOP Training

It is also vital that SOP details and instructions correspond with actual operations, and vice versa. It’s that simple management process of, ***“Saying what you’ll do ...and then doing what you said.”*** Borrowing SOPs from the road department for your landfill workers, or pulling them from the Utilities division for use on the collections route does not work. Training must be relevant to the work people do and be expressed in words they understand.

For a rundown on different ways to train to the SOPs, review the Operational Training information presented in Appendix B. There you will find explanations of Online, Classroom, Field, and On-Demand training options. However, of all methods available for SOP training, video training is the most effective.

We have become a culture that uses and expects video – even when it comes to safety training. That’s why our clients often choose to have the written SOPs converted into video format.

To accomplish that work, we have an experienced video production team, including cinematographers, script writers, and video editors, who can turn any SOP into a video learning experience. The steps for creating video SOPs include:

Standard Operating Procedure Vehicles/Heavy Equipment Pre-Trip Tasks	
Purpose and Scope The following procedure is meant to ensure employee safety while performing pre-trip tasks. Employees should complete this procedure prior to operating any vehicles or heavy equipment.	PPE & Safety Devices This procedure requires the following PPE & Safety Devices: Gloves Hazard Flashers Headlights High Visibility Safety Apparel Safety Beacons Seat Belt
Pre-Route Procedure Upon arriving at the Davie County Landfill report to the Assembly Room and complete the following tasks:	
1. Click in to begin shift. 2. Determine and discuss the day's workplan with the Landfill Supervisor. 3. Put on High Visibility Safety Apparel and depart Assembly Room for work area. 4. If operating vehicles or heavy equipment continue to Step 4. 5. If not operating vehicles or heavy equipment, proceed to next applicable DCL Standard Operating Procedure. 6. Use the Pre-Trip Inspection Form for the specific vehicle/heavy equipment to perform a pre-trip inspection according to the manufacturer's operation and maintenance manual. 7. Buckle Seat Belt. 8. Ensure Windshield Wipers and Defroster/Defogger are operational and activated (if appropriate). 9. If not equipped with defroster/defogger, direct the heater vents at windshield and windows until clear. 10. Report any deficiencies to the Landfill Supervisor immediately. The Supervisor shall determine the appropriate response.	
NEVER OPERATE VEHICLES/HEAVY EQUIPMENT WITH KNOWN SAFETY ISSUES	
5. Start vehicle/heavy equipment according to the manufacturer's operation and maintenance manual. 6. Adjust mirrors and seat to provide appropriate reach and field of view. 7. Ensure Headlights (appropriate for conditions) are on and that Safety Beacons and Hazard Flashers are activated. 8. Ensure no objects or people are in the area around or intended travel path. 9. Prepare to begin operation according to the applicable DCL Standard Operating Procedure.	
Employee Acknowledgment Date _____ Name (Print) _____ Signature _____	Supervisor Acknowledgment Date _____ Name (Print) _____ Signature _____
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1. Create a script that explains the individual SOP.
2. Create a shot-list of video clips, photos, text, and graphics.
3. A cinematographer goes onsite to get the necessary shots.
4. ...*alternatively, we can used video from our library rather than specific facility video.*
5. A narrator records the voiceover (script)
6. The video editor lays down the audio track, and visual elements to build the video
7. The video is edited – internally by BRS staff, and then by the client
8. The video is compiled and posted online for unlimited access by client, or digital copies are provided to client (e.g., on a thumb drive)

In keeping with the idea that SOPs should be clear and concise, each SOP video is 2-3 minutes in length.

Our team has created more than 300 training videos, and we've learned a few things about what makes for a great video.

If filming is performed onsite, facility staff may be used in the video. This provides a high level of “buy-in” by the crew, because they are the stars of the videos. In other cases, BRS can provide a person to perform the action required for the video clips, or we may use video from our existing library. This all depends on your specific goals and budget.



Obviously, the most powerful and effective videos are those that are filmed on your site, featuring your staff. That really instills ownership into a safety training program.

APPENDIX B – EXCERPT: SWANA'S MOLO - LEACHATE SEEPS

Leachate Spills and Seeps

Landfills are designed so that leachate formed in the landfill can move downward toward the liner and then be intercepted by the leachate collection and recovery system. In an ideal world, once leachate is collected, it is disposed safely and that is the end of it. The simplest systems and the ones that usually pose the least risk are those that tie directly into an off-site WWTP. But for most landfills, leachate handling, treatment, and disposal may present several challenges to the MOLO.

Leachate Spills

With the various forms of storage and treatment, there is some potential risk of leachate spills. When leachate is loaded into a tanker to be transported to a WWTP, leaky fittings or cracked hoses can allow leachate to spill on the ground.

If not carefully maintained, water trucks, especially the air valves that are used for the front or rear fan spray, can leak. If overfilled, they can slish out the top hatch when the water truck starts, stops, or makes sharp turns. Also, the flap valves on overhead tanks are notorious for leaking if not diligently maintained.

These kinds of problems, which can lead to leachate spills, are not so much landfill design issues as they are operational and maintenance issues. Further, they can be mitigated by simply being alert for problems and fixing them promptly. The best catalyst for correcting these problems is for the MOLO to establish a workplace culture in which leachate spills are unacceptable and delegate responsibility to the crew to work accordingly.

Active evaporation systems that utilize nozzles or sprayers can, if not carefully monitored, oversaturate soil and flow into the stormwater system in the same way a forgotten lawn sprinkler can flood the gutter.



Leachate seeps are a problem for some landfills.

Leachate seeps are another problem for some landfills, one that is often rooted in poor operations. Seeps—sometimes referred as weeps, springs, or breakouts—result when leachate inside the landfill is intercepted by a layer of waste or soil and is directed laterally to the slope of the landfill, instead of downward toward the leachate collection system.

CAUSES OF LEACHATE SEEPS

Leachate seeps often appear as wet spots on a perimeter slope or simply as places where vegetation seems to stay green further into the dry season than other adjacent areas. Sometimes, without any prior indication, leachate seeps just appear as flowing springs of stained, odorous liquid emerging from the side slope.

Seeps may be caused by surface runoff ponding upslope on the intermediate or final cover (e.g., behind a diversion berm that no longer has the proper slope) and the infiltrated water from the ponding does not percolate vertically,

but instead comes out on the slope or surface that is down gradient. Seeps pose problems for the MOLO because they can affect stormwater and lead to off-site contamination. Seeps can be a source of odors and attract insects, and they can interfere with operations in those areas of the landfill in which they appear. These kinds of issues may lead to a regulatory violation.

MANAGER OF LANDFILL OPERATIONS

Leachate seeps result for several different reasons. A low permeability cover soil, waste, or ash layer can produce a quasi-liner that interrupts downward leachate flow. This can be prevented by avoiding the use of low permeability cover soils or removing soil during waste placement to create a trash-on-trash interface between lifts.

Another possible cause of leachate seeps might be a highly permeable cover soil layer can also result in a flow path of leachate to the side slope of the landfill. Similar preventive techniques as used for low permeability soil layers can be used.

Leachate seeps, if not quickly and effectively mitigated, can lead to contamination of stormwater and off-site migration of leachate. Multiple seeps may occur at the same time on the same slope, often along a somewhat horizontal line. These lines may indicate the edge of a previously filled lift of waste where the cover soil was not properly removed before placing the next layer of waste. Or, it may be an old access road that was left intact inside the landfill and is now directing leachate flow toward the outside slope.

PREVENTING LEACHATE SEEPS

Inadequate slope, poor stormwater controls, and not stripping cover soil before each new lift of trash is placed can all contribute to leachate seeps. Most of these problems can be prevented if landfill operators take care to always create a “trash-on-trash” interface when placing each lift of trash.

The risk can be multiplied in wetter climates, but the ways to prevent and mitigate leachate seeps are almost always the same:

- Manage stormwater properly.
- Maintain an adequate slope on all landfill surfaces to prevent ponding.
- Limit the acceptance of wet wastes, such as sludge and solidified liquids.
- Remove layers of cover soil before placing more waste, especially along outside slopes.
- Remove access roads along any outside slope before covering with the next lift of waste.
- Fill the perimeter of the landfill with permeable waste material to reduce the risk of lateral flow or place a thick layer of low-permeability soil around the outside of the landfill to reduce the potential for lateral flow.
- Repair seeps promptly to reduce the risk of a leachate release outside the lined footprint.

REPAIRING A LEACHATE SEEP

When a leachate seep occurs, it should be repaired as quickly as possible, which may translate from “immediately” to “as soon as the weather conditions allow.”

To repair a leachate seep, the lateral flow within the landfill must be stopped and vertical flow downward to the landfill liner must be established. The leachate seep itself can be repaired by capping, collecting, or redirecting the leachate.

Capping

Capping a leachate seep with clay or other low-permeability soil can provide a short-term, band-aid fix, and sometimes can buy time until a crew can be mobilized or the weather clears. But it is a bit like playing Whack-a-Mole because the leachate will usually pop out somewhere else within a few days. A long-term solution requires something more.

Collecting

Collecting the leachate by installing a sump and localized drainage system can be more effective than a simple soil cap, but it will also require piping to transport leachate that is collected at the seep to the primary leachate handling system. Sometimes this can be as simple as a gravity system with a pipe that flows into a leachate riser. A more sophisticated system may require a lift station with power, pumps, and float valves. These types of solutions may be preferred or even required if the landfill does not have a base liner and leachate collection system.

Redirecting

Redirecting the flow of leachate downward toward the landfill liner—if one exists—can be a simpler and less costly option. When the leachate seep is caused by a layer within the landfill, excavating just above the seep may expose the flow path of leachate. Most likely, a low or high permeability layer will be evident. Breaching downward from this point, using care to not damage the liner, and backfilling with drainage material, such as sand or gravel, can help redirect the leachate flow downward toward the liner. Essentially, this is a drainage pit that passively collects and redirects the leachate.

Sometimes, leachate seeps may extend along a slope for some distance. In those cases, a trench drain may be required, instead of a single pit drain.

In either case, the key is to perform exploratory excavation above the emerging seep, identify the flow path of the leachate, breach the layer that is causing the leachate to move laterally, and backfill it with sand or gravel. Once the drain has been constructed, it should then be capped with low-permeability soil and finished off with topsoil.

Before installing any type of leachate seep repair, the MOLO should consider the following:

- Digging into an active leachate seep could release a surge of leachate that may be pooled within the landfill (e.g., a perched aquifer of leachate). Berms, pumps, and other systems should be in place to prevent leachate from flowing into the landfill's stormwater system.
- Any leachate seep near the toe of a perimeter slope could be dangerously close to the liner. The excavation should proceed with great caution to avoid damaging the liner or the anchor trench. Some hand work may be necessary.
- Workers should wear appropriate personal protective equipment (PPE), which may include rubber boots, rubber or nitrile gloves, safety goggles for splash protection, or other protective equipment based on the situation.
- Repairing a leachate seep on any slope that has previously received final cover may begin only after notification and approval of the state regulators and the final cover designer.

Leachate Monitoring Program

Leachate monitoring is a common practice and may be required in the following situations:

- Before leachate can be sent to a WWTP, some testing will likely be required to ensure the leachate meets acceptance parameters of the treatment system. The WWTP will typically provide guidance on required testing.
- Periodic testing will be required to ensure that leachate being sent to the WWTP has not changed composition.
- Before treated leachate can be released from the landfill's treatment system, it must be tested to confirm compliance with surface water release guidelines.
- Periodic leachate testing can provide guidance for the range of testing conducted in the groundwater monitoring program. There is a chance that whatever shows up in the leachate could find its way into the groundwater if portions of the landfill are unlined or if there is a liner breach.

Leachate Sampling/Monitoring

Many different chemical characteristics may be measured in leachate. Here are some of the more common ones:

- pH and electrical conductance, also known as specific conductance or conductivity, can be measured in the field. The pH indicated how acidic or basic the leachate is and the conductivity indicates the content of dissolved inorganic matter.
- Biological oxygen demand (BOD) and chemical oxygen demand (COD) indicate the “organic strength” of the leachate.
- Total dissolved solids (TDS) are a measurement that gives the overall sum of all dissolved solids in the leachate. Since landfill leachate often has large concentrations of ammonia and this impacts leachate treatability, ammonia nitrogen is a very important leachate characteristic to measure.

In terms of quality assurance and quality control (QA/QC), the process of leachate sampling is similar to that used for groundwater sampling: sample collection, preservation, shipment, and chain of custody.

APPENDIX C – OVERVIEW OF A GOOD TRAINING PROGRAM

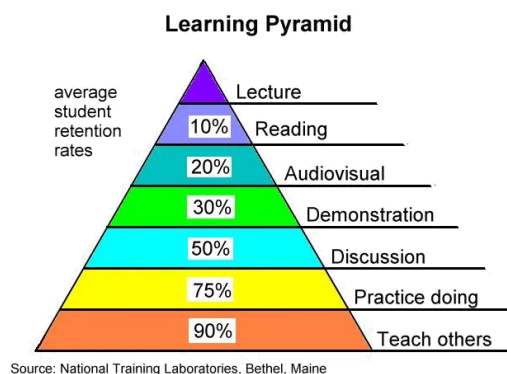
Operational Training

This section on operational training addresses those issues that your crew faces every day. Training materials developed for this task, including videos, documents, presentations, etc., will be made available to your for subsequent training of new employees, or follow-up training for existing ones. Please note that any material developed by BRS will be copyrighted, but permission is hereby granted for use at the facility(ies) or organization(s) for which this work was done. If requested, *Certificates of Participation* can be provided to workers who attend certain training sessions.

Training

Training is the key to excellence. Whether it's the local fire department, a military unit, or a Broadway play, rehearsal and practice is a vital part of learning how to do something well.

Research by the National Training Laboratories indicates that when it comes to retaining new information, *doing* is much more effective than *hearing* or *seeing*. Even better, when someone teaches others about a specific topic, that individual has the highest likelihood of retaining that information. That's one of the reasons we suggest some of the responsibility for presenting safety meetings be shared by workers. A simple rotation through your team can expose everyone to the challenge – and satisfaction – of leading a safety training session.



The Learning Pyramid clearly indicates that people learn – and retain – information best when there is a hands-on component to the training. No part of a facility's operation is more important than safety, and the best way to improve safe practices ...is through practice. As they say, practice makes perfect, and repetition makes it stick.

Two of the most important sections within the operational training program are Tipping Pad Layout and Spotter Practices.

Tipping Pad Layout and Spotter Practices

We will provide training on how to manage traffic safely and effectively on the tipping pad. When we address tipping pad layout and spotter practice, we consider many factors regarding how to establish the best system for tipping pad sizing, operation, and overall traffic flow at the facility. This is often a next logical step following the development of Fill Sequence Plans, and training on Optimum Cell Geometry. One example



Example of Typewriter Tipping Pad Process

is to use a typewriter pattern, where trucks dump in a left-to-right or right-to-left pattern, followed by the dozer. This is a simple system that also helps maintain a safe buffer zone between the tractors and trucks. It is also repeatable and predictable – two things that can go a long way toward reducing risk.

Our training will help your crew understand and implement not only the safety policies and operational procedures, but also understand the underlying science upon which those things are based. Good operational practices will result in a safe, efficient, and sustainable system that can be replicated and passed down to new workers. This always requires the training program to explain what to do, along with

With that in mind, operational and safety programs always benefit when workers have more opportunities for training. And, while field training is best, we recognize that that for various reasons, it is not always feasible. Accordingly, BRS has developed several forms of training.

[Online Safety Training](#)

For nearly a decade, BRS has been providing online “*webinar*” training to clients. But following the remote work requirements imposed by the Covid pandemic, online training became a very normal means of communication. Using one of the common platforms such as Zoom or GoToMeeting, BRS trainers can present virtually any training topic – online.

Online training is not included in this proposal and is listed here only to help explain the various types of training that could be used to train workers.

However, as a follow-up to any of the tasks listed in this proposal, we could provide online training for your team. One of the biggest benefits of online training is that those sessions can be recorded and made available to new hires or as a periodic refresher for existing staff. This is very important because once any new safety plan components are implemented, it is vital that management show their support by acting quickly and assertively. This helps affirm, in the minds of facility workers, that there is a new program in place, and it is important.

In most cases, online webinar training events should be limited to an hour or less, to prevent webinar fatigue. However, we have often presented a series of related training webinars by breaking them up over multiple days ...or even across several weeks. This type of training is very flexible.

[Onsite Classroom Training](#)

Onsite classroom training may be used alone, or in conjunction with onsite field training. Onsite classroom training still provides the vital connection of being one-on-one, while also allowing our trainers to cover a broader range of training topics than would be practical when field training.



Jason Todaro Training Landfill Workers in Papua New Guinea

BRS staff have conducted hundreds of classroom training events for groups ranging in size from a handful of staff at a remote facility, to 300+ people at national and international events for both private and public organizations. In every case, participants benefit from the broad range of experience and knowledge delivered by BRS trainers.

To make classroom training as engaging as possible, BRS trainers frequently utilize video, case studies, demonstrations, and group activities. Along the line of, “*people learn by doing*,” BRS classroom training sessions are very interactive and hands-on, to the extent possible in a classroom setting.



Neal Bolton Teaching MOLO in the U.S.

Classroom training varies in duration from 1-4 hours, to several days. Often classroom training sessions are repeated multiple times to accommodate multiple worker shifts.

[Onsite Field Training](#)

Onsite field training is the most effective type of training for any employee. This provides an opportunity for learning that is closest to the real world where workers spend their time. Field training can take many forms, from large group events to one-on-one sessions where a BRS trainer focuses on an individual employee performing an individual task.

The agenda for every onsite training event is carefully developed and presented, using industry standard practice, demonstrations, case studies, and a very direct focus on how specific training concepts are related to the things workers experience every day, on the job. Of course, the training is in line with the facility’s SOPs and associated findings of the CORE™ and/or SHERPA™.



Jason Todaro Training Landfill Workers in the U.S.

Field training events can vary in duration, from a few hours to multiple weeks where each week’s training builds upon previous sessions.

BRS trainers are the best of the best when it comes to understanding solid waste operations and safety. Most of our trainers have 25-plus years of experience, and every trainer is backed by our team’s cumulative solid waste experience. Over the past 35+ years, BRS has worked at hundreds of solid waste facilities and trained several thousand solid waste workers. We regularly share project status updates at our monthly manager meetings, which allows all of us to learn from the 20 or so projects that are typically active during any given month.

On-demand Safety Training

BRS has developed the world's most extensive library of safety videos for the solid waste industry. These are videos created for online viewing. They can be viewed on-demand at any time, 24/7. Each video contains an associated quiz. This program allows managers to monitor program participation and compliance of all employees.

This project comes with a free 1-year subscription to this on-demand safety training program. Our on-demand Safety Training Video Library is continually being updated for content and features. We are currently updating our Learning Management System (LMS) to allow employees to log in, watch videos, and be tested on the training content. This new LMS will also provide managers with reports on employee completion status. This program will provide safety certification for your staff. See Appendix E for a list of Safety training videos available for landfill workers.

APPENDIX D –COMPOST FACILITY IN W. YELLOWSTONE, MT

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Compost facility in West Yellowstone that serves Yellowstone National Park to shut down | County | bozemandailychronicle.com

https://www.bozemandailychronicle.com/news/county/compost-facility-in-west-yellowstone-that-serves-yellowstone-national-park-to-shut-down/article_fda0db73-c6c2-59d0-b454-964354e4ae1e.html

Compost facility in West Yellowstone that serves Yellowstone National Park to shut down

By Helena Dore Chronicle Staff Writer
Nov 4, 2021

A composting plant that diverted thousands of tons of trash in Yellowstone National Park away from a landfill every year is shutting down.

The West Yellowstone and Hebgen Basin Solid Waste Board in October decided to close the plant because running it had become too inefficient and expensive, according to John Burns, manager of the town's compost facility and transfer station.

Operations at the West Yellowstone Compost Facility will cease Monday, but the town's transfer station won't be affected, according to a Gallatin County news release. The solid waste board intends to continue to provide the park with efficient solid waste disposal services, the release says.

In a letter addressed to Yellowstone's Chief of Facility Maintenance Duane Bubac, Solid Waste Board Chairman Doug Edgerton wrote that the compost facility was built with the best intentions.

"Great effort and expense has been invested in sustaining the program over the last 18 years and there were certainly some successes during that time," the letter says. "However, more recently, the negative aspects of the program have far outweighed the positives."

Burns said in an interview that the board is closing the plant because the composting program wasn't cost effective, and even with rate increases, expenses were outweighing revenue. The board would be open to considering new ideas, he said.

"Yellowstone National Park has been a major contributor to this program, and they have definitely been instrumental in its success," he said. "We want to continue to work with them with any other options in the future."

Yellowstone National Park staff did not return requests for an interview or comment before deadline.

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https://www.bozemandailychronicle.com/news/county/compost-facility-in-west-yellowstone-that-serves-yellowstone-national-park-to-shut-down/article_f... 1/3

The idea of building a composting plant developed in the 1990s, when Yellowstone was sending its trash to Livingston to be incinerated, Burns said. Staff there wanted to find a better way to dispose of the park's trash.

National Park Service officials worked with West Yellowstone's solid waste board and others to develop a composting program, and the industrial-grade composting plant opened in the gateway town in 2003.

Workers there could take in waste from both the park and the Hebgen Basin area, but the board decided the plant should only accept mixed solid waste from the park. That was because of limitations in the machinery, according to Burns.

A key piece of equipment extricated organic material from all the mixed solid waste collected in Yellowstone. Garbage got tipped over onto a composting floor, non-compostable items were sorted out and the rest of the material was sent into the machine.

"That piece of equipment was the limiting factor for how much tonnage the compost facility could accept," Burns said. "It could only run, at maximum, three tons per hour." In 2015, the revolving drum became too unsafe to use, and a decision was made not to replace it, according to Burns. Without the machine, the district could only accept the park's food waste, and that came with its own set of problems.

Chief among them was producing a pure product. Yellowstone's concessionaires did their best to train employees to separate food waste from other waste, according to Burns, but with thousands working park-wide, it was difficult to prevent contamination.

Workers at the facility had to spend hours extracting contaminants from the food waste, and that still didn't result in a quality, marketable product, he said. There were still bits of glass and plastic in the compost, which made customers reluctant to buy it.

Before the revolving drum broke down, an average of 2,400 tons of waste per year were trucked in from Yellowstone to be processed into compost in West Yellowstone, according to Burns. Afterward, that number dropped to about 600 tons per year.

"We were still operating a large facility on nearly 75% less tonnage than we previously had, and that's where the cost issues started coming in," Burns said.

The composting plant needed about 630 tons of waste per year for costs and revenue to break even. For a while, the tonnage was keeping pace with costs, but that changed after the pandemic spurred shutdowns and restrictions park-wide, Burns said.

In 2020, only about 170 tons of food waste were delivered to the composting plant, and ratepayers started subsidizing some of the financial losses, according to Burns. The amount of food waste delivered to West Yellowstone dropped to about 80 tons in 2021, he said.

Despite skyrocketing visitation to the park, pandemic-related restrictions meant major concessionaires in Yellowstone continued to operate at limited capacity. That resulted in less waste for the plant.

Based on pre-pandemic numbers, Burns estimated that shutting down the composting facility will divert about 630 more tons of garbage to Gallatin County's landfill in Logan each year. That extra waste is a drop in the bucket for the landfill, which took in about 156,700 tons of garbage in fiscal year 2018, according to its most recent annual report.

Burns said that back in 2003, mixed solid waste composting was cutting-edge, and there were probably about 20 other facilities that did it in the United States.

"Now, there are so many other ways of doing it that are cost-effective and more efficient," he said. "A lot of those facilities that were doing mixed waste composting when we started have either closed down or gone on to other kinds of composting."

Helena Dore can be reached at hdore@dailychronicle.com or at 582-2628.

Helena Dore

Helena is the Environmental Reporter for the Bozeman Daily Chronicle.

APPENDIX E – OVERVIEW OF FILL SEQUENCE PLAN

A Fill Sequence Plan (FSP) is a series of carefully planned drawings that provides step-by-step guidance for filling a landfill in the most efficient way.

One of the most important reasons to have a FSP, is based on the concept of Value Planning. Value Planning is something that should take place very early in a project. In this case, it is the weighing of pros and cons for all critical issues related to fill sequence planning and operations as they apply to day-to-day landfill operations. This is very important because it's much better run the numbers first and integrate those optimized processes into the plan, than experiment in the real world and fix expensive mistakes *after* things are built. As an example, many landfill managers have experienced the frustration of stockpiling soil somewhere on the landfill, only to discover later that it's in the way and must be moved ...again.

Duration of FSP

In most cases, a fill sequence plan covers a relatively short period of time, usually 12-18 months. Depending on the duration, inbound tonnage, and complexity, the FSP may include 3-8 sheets, each showing a chronological, phase-by-phase sequence of filling.

The duration of the FSP depends on two very important criteria, the rate of inbound tonnage and the rate at which the landfill consumes airspace. The landfill's airspace consumption rate is a factor of how well trash is compacted and how much (or how little) daily cover soil is used to cover that trash.

Overall airspace consumption is typically expressed as an Airspace Utilization Factor (AUF). Simply stated, the AUF is the inbound waste tonnage divided by the total volume of airspace consumed over a specific time. For example, if the *before and after* topographic maps for the landfill indicate a fill quantity of 225,000 yard³ of airspace during which time the landfill also received 165,400 tons of waste, the AUF would be 0.735 tons per yard³, or 1,470 pounds per yard³.

$$\frac{165,400 \text{ tons}}{225,000 \text{ yd}^3} = \frac{0.725 \text{ tons}}{\text{yd}^3} \times \frac{2,000 \text{ lbs}}{1 \text{ ton}} = \frac{1,470 \text{ lbs}}{\text{yd}^3}$$

This is perhaps the most important metric for measuring landfill performance. We have seen AUFs range from less than 500 pounds per yard³, to more than 2,000 pounds per yard³. The implications regarding landfill life and operating cost are huge.

Considerations of FSP

Within the detailed drawings that make up the FSP, the following topics are usually considered:

1. Stormwater control systems, including sheet flow, ditches, culverts, downdrains, soil berms, and sediment fencing.
2. Erosion controls, including riprap, outlet protection, vegetation, slope protection, and straw bale & straw wattle placement.
3. Size, location, and slope of all-weather tipping pad (if required) to provide access during inclement weather. All-weather tipping pads should be located to provide adequate fill capacity within the limits of efficient dozer push distance.

4. Placement of vehicle access roads that are strategically located to provide good, efficient access to all fill areas.
5. Placement of soil haul roads that allow the shortest and most economical route for scrapers and haul trucks. Where possible, haul roads should be separated from vehicle access roads.
6. Strategic placement of temporary stockpiles for soil, gravel, rubble, and other materials.
7. Placement of portable, temporary, and permanent litter screens and fences.
8. Placement of berms and wind deflection fences to minimize the intensity of wind at the tipping area and active face.
9. The FSP should work toward the long-range topography and stormwater control systems established by the original (permit) design plans.
10. Establish a system to provide the safest and most efficient process for waste vehicles to stage, untarp, unload, clean out, and exit the tipping pad area. This may include a typewriter, alternating, or top/bottom unloading system.
11. Details that show optimum cell geometry, drainage, and waste placement.
12. Isometric perspectives of all filling phases to ensure clear translation of the plans to the field operations crew.
13. If desired, critical topographic data can be provided to allow a surveyor to do slope staking, or it can be presented in a format compatible with onboard GPS systems.

The FSP addresses these and other key factors within the landfill operation.

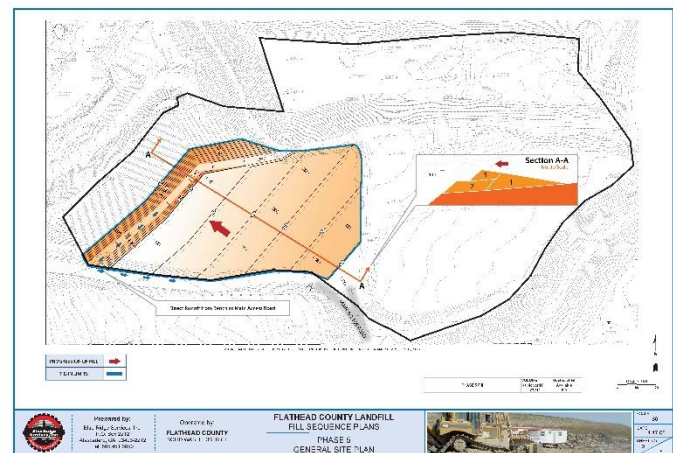
Optimization of FSP

A good FSP should provide much more than just an arbitrary sequence of filling – it should show an “optimized” operation. Optimizing a landfill’s FSP ensures that the overall operation is as productive and cost-effective as possible.

An optimized FSP can also provide the basis for budgeting and scheduling of major landfill projects during the time covered by the plan.

Any FSP we create is the culmination of lots of optimization we do behind the scenes. Work that includes evaluating the landfill’s airspace consumption and soil utilization rates. Our team is very focused on ensuring that the FSP is applying the most efficient operational processes available for the landfill. This concept of process improvement is something that we pioneered in the waste industry. Here’s a link to several books we’ve published, including one on, “*Process Improvement for Waste Facilities.*”

<https://blueridgeservices.com/resources/#books>



Dozer pushes from the tipping pad to the active face are costly and inefficient. But sometimes, especially during wet weather, a short period of longer pushes may be better (and less costly) than building another wet-weather tipping pad that will only be used for a few days. These are the kinds of analyses we consider when developing your FSP.

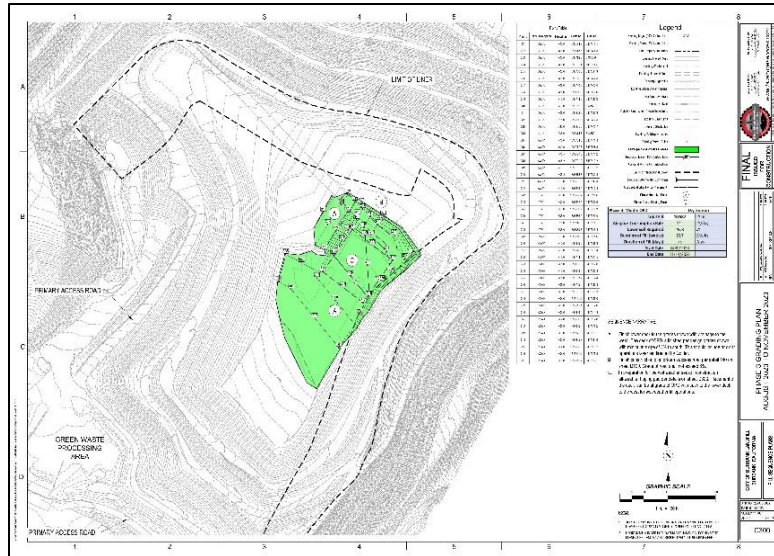
Understanding the FSP

Sometimes there are challenges with the frontline crew understanding fill sequence plans. Sure, there may be a good understanding among managers and engineers when it comes to all those contour lines and grade breaks, cross-sections, and detail sheets, but when viewed by the crew, it may be confusing.

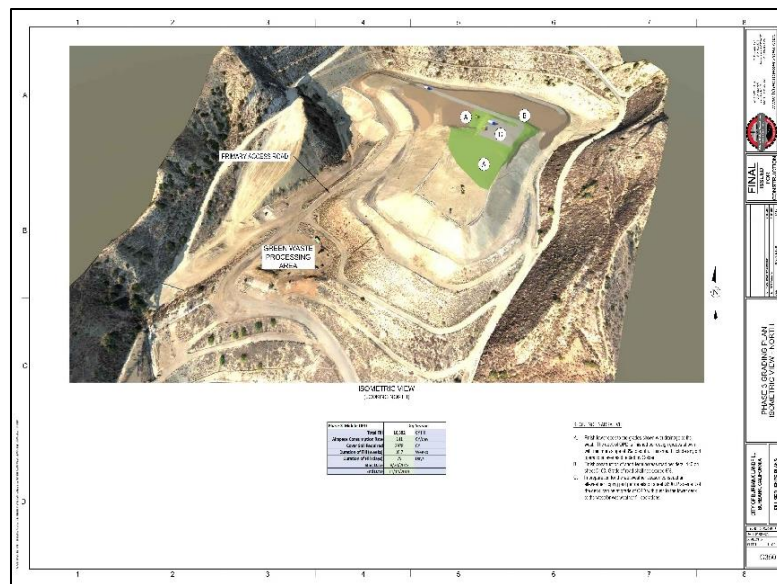
So, to improve understanding, we take additional steps to ensure that the FSP is clear and simple.

Individual phases of the FSP (See FSP Phase Plan View) are typically shown on separate sheets. The way that each phase is built is as important as the overall site sequencing in order to maintain good access, drainage, etc..

Those individual plan view sheets are accompanied by an isometric view to ensure that each phase is easy to understand (See FSP Phase Isometric View).



Sample FSP phase plan view



Sample FSP phase isometric view sheet

Steps for Developing the FSP

Our approach for conducting a FSP is broken down into the following steps:

Step 1 – Data Collection

As a first step in developing any FSP, we submit a short, site-specific questionnaire. The questionnaire addresses annual tonnage, machine configuration, and a variety of other operational information.

We'll also request the most recent topographic mapping, along with the previous one to provide us with definite *before* and *after* Points. This will allow our team to determine fill volumes over a specific time.

The most recent topo map will also be used as the starting point for generating the FSP phases. All volumes and filling shown on the plan will be relative to that point in time.

In addition to the data from the questionnaire and the topographic maps, we will need electronic copies (DWG and PDF format) of the landfill's *Site Development Plan* showing proposed base grades and final grades. Additionally, and if available, we may need to review specific as-built plans showing liner, leachate collection and recovery system (LCRS), and landfill gas (LFG) system improvements that may lie within the limits of the proposed fill sequence plan.

Finally, we will also need confirmation – from landfill staff – of existing stockpiles and historic all-weather tipping pad locations.

Step 2 – Determine Airspace Consumption Rate

Using the data provided, we'll be able to determine the current and projected Airspace Consumption Rate (ACR) for the landfill. As previously explained, this is based on the landfill's current AUF, and may vary from year-to-year depending on changes in tonnage or the waste-handling operation.

Step 3 – Develop Fill Sequence Plan

Using the current ACR, our team will work (internally) to develop a conceptual plan. This is a rough estimate of where the landfill will be filling over the duration of the FSP and is used by our team to look for pros and cons with various approaches. Because we've developed hundreds of individual filling phases over the past 35 years, we can quickly come to the most efficient scenario.

After we have determined the most efficient fill sequencing scenario, our designer will optimize key operational tasks using our proprietary LANDOP model – looking specifically at things such as push distance, tipping pad sizing, traffic flow, optimum cell geometry, compactor utilization, drainage, litter control, and other factors.

Using those optimized results, we will prepare an annual FSP covering a period of approximately 12-18 months. We will confirm the availability of adequate filling capacity - especially for inclement weather conditions, when having adequate capacity is most critical. Similar considerations may be necessary during especially hot weather when uphill and/or long pushes can create overheating for machines.

To translate as much information as possible, we will work closely with the landfill team throughout this process. This not only ensures that we have a clear understanding of site conditions, but also helps provide understanding and perspective to other stakeholders.

To make sure the operations team understands the FSP, each phase drawing is accompanied by a 3D rendering of that phase (on a separate sheet). This allows the operators to look at the site from a more intuitive perspective to ensure they are on the right path and are constructing each phase correctly.

Step 4 – Draft Review

After we complete the draft FSP drawings and print them as a PDF, we ask for comments from the landfill management staff. At that same time, we may also schedule an online meeting with other stakeholders to address any questions or comments regarding the draft plan.

Step 5 –Final Submittal

After review and acceptance of the draft review FSP, all appropriate comments and changes are integrated into final version of the plan.

The Fill Sequence Plan is submitted as a hardcopy in D (A0) size sheets (22" x 34"), along with PDF files in both D (A0) size (22" x 34") and B (A3) size (11" x 17") sheets to allow the landfill staff to print additional copies. If the desired by the landfill staff, CSV files or other compatible file types are provided to allow for grade staking or uploading to a GPS system.

Step 6 – Post-Planning Operational Support

To the extent necessary for construction, we work with landfill staff or a local surveyor to provide grade staking points for each phase shown on the FSP. We typically do not provide slope staking, but can provide the survey data for someone else to do slope staking.

Step 7 – Annual Update to FSP

We recommend that the FSP be updated on an annual basis, to ensure that filling operations are progressing in the most efficient manner.

Each annual update builds upon the previous year's FSP, thereby ensuring that efficiencies built into the initial FSP are carried through year-to-year. In this way, the annual FSPs provide continuity for the landfill management and operations staff. While every landfill is different, the cost for developing annual FSPs is typically less for subsequent years due to the baseline being established in the initial FSP.

Step 8 – Annual Airspace Report

Because of the tremendous value of airspace, landfill managers often request that we prepare an annual airspace report. The primary purpose of this report is to calculate how much airspace was consumed over the past year, and how much is remaining. Understanding airspace is critically important to the operation of every landfill. So much so, that large waste disposal companies often list available airspace as the single largest asset on their annual financial reports. For every landfill, airspace is the primary commodity. Often it is the only commodity. Airspace is what landfills sell. That's why an annual airspace report is so very important.

The annual airspace report can be integrated with the annual FSP. Utilizing some of the same foundational information used to create the FSP, we can evaluate how the landfill is performing in terms of airspace consumption. Other engineering companies may provide that simple calculation, but we go much deeper.

In a typical Airspace Report, we will also analyze the many operational factors that go into that airspace calculation. Among other things, those factors include inbound tonnage, type of tonnage, compactor size and type, wheel & tooth condition, compacting technique, cell finishing system, cover soil usage, ADC usage, surcharging, settlement, and many other things. So, while we will report on the status of the landfill's AUF, we will also provide recommendations to help improve the landfill's operation.



Compaction and Cove - big factors for AUF

APPENDIX F – 2003 RESOLUTION TO BUILD COMPOST FACILITY

**MARIPOSA COUNTY
BOARD OF SUPERVISORS**

**AGENDA
ACTION FORM**

DATE: May 13, 2003
AGENDA ITEM NO. 4

DEPARTMENT: Public Works/Solid Waste

BY: James J. Petropulos
PHONE: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION:

Authorization to Terminate the Contract With Herhof and to Issue a Request For Proposal (RFP) to Design, Supply, Install and Test Composting Equipment, and Train Personnel for the Mariposa Compost Facility

The RFP will allow firms to provide proposals to the County for the above referenced products and services towards the development of an in-vessel composting facility.

Time is of the essence as the environmental and financing/grant aspects of the project are progressing rapidly.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board originally authorized a Request for Qualifications and subsequently Request for Proposals in 1996/1997 for a mixed waste composting facility. As part of the process, the in-vessel composting method was selected after carefully reviewing a wide range of waste processing techniques as the most suitable for the type of waste generated by the entire County including Yosemite National Park.

Herhof was awarded a contract to provide the composting process along with certain components, control systems and technical expertise. Selection was based on Herhof's proven qualifications to design and construct certain composting elements of a mixed solid waste composting facility. Unfortunately, due to reasons beyond the County's control, Herhof has been unable to provide the required bonding in a timely manner. Though Herhof is continuing to attempt to acquire the bonding, staff believes that the County should terminate the Herhof contract for failure to provide the required bond and approve a Request for Proposal for equipment and a composting system. The building and site work will be the subject of a separate RFP once the system requirements are fully known.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will possibly result in delay of the project and may jeopardize the funding already in place for the project.

Financial Impact? () Yes (x) No Current FY Cost: \$

Annual Recurring Cost: \$

Budgeted In Current FY? (X) Yes () No () Partially Funded

Amount in Budget: \$

List Attachments, number pages consecutively

Additional Funding Needed: \$

1. Project status report (2 pages)

Source:

2. Request for Proposal

Internal Transfer

3. Plasma gasification report with attachments (9 pages)

Unanticipated Revenue _____ 4/5's vote

Transfer Between Funds _____ 4/5's vote

Contingency _____ 4/5's vote

() General () Other

CLERK'S USE ONLY:

Res. No.: 23-203

Ord. No. _____

Vote - Ayes: _____

Noes: _____

Absent: _____

() Approved

(x) Minute Order Attached () No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____

Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: _____

Deputy

COUNTY ADMINISTRATIVE OFFICER:

☒ Requested Action Recommended

☐ No Opinion

Comments:

Revised Dec. 2002



COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

BOB PICKARD, CHAIR
GARRY R. PARKER, VICE-CHAIR
LEE STETSON
DOUG BALMAIN
JANET BIBBY

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III



MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: JIM PETROPULOS, Public Works Director
FROM: MARGIE WILLIAMS, Clerk of the Board *MW*
SUBJECT: AUTHORIZATION TO TERMINATE HERHOF CONTRACT
AND ISSUE A REQUEST FOR PROPOSAL TO DESIGN, SUPPLY,
INSTALL AND TEST COMPOSTING EQUIPMENT, AND TRAIN PERSONNEL FOR
THE MARIPOSA COMPOST FACILITY
Resolution No. 03-203

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on June 3, 2003

ACTION AND VOTE:

10:15 a.m. Jim Petropulos, Public Works Director;

Authorize Termination of the Contract with Herhof and Issue a Request For Proposal (RFP) to Design, Supply, Install and Test Composting Equipment and Train Personnel for the Mariposa Compost Facility

BOARD ACTION: Discussion was held with Jim Petropulos relative to the recommendation to terminate the contract with Herhof and issue a RFP. Jim advised that Herhof was unable to meet the bonding requirements of the contract.

Input from the public was provided by the following:

- Ruth Sellers asked several questions relative to the project, process and consideration of options, and presented her letter for the record. She stated she is not in favor of building a compost facility, and she suggested that the County apply for the permanent rural diversion program, concentrate on a recycling program, transport the waste, and watch for new technology.

Discussion was held.

- Mike Bird asked whether the Board will answer Ruth Seller's questions. Chairman Pickard stated he feels her concerns have been addressed, and he advised that he would be happy to meet with her to review any issues; and he advised that the staff report addresses the bio plasma issue.

- Knute Kirkeberg stated he feels the compost technology is outdated, and he referred to information he previously provided relative to the plasma gasification technology. He urged the Board to reconsider the direction it is proceeding in.

Following discussion, (M)Balmain, (S)Parker, Res. 03-203 was adopted approving the recommended action/Ayes: Stetson, Balmain, Parker, Pickard; Noes: Bibby.

cc: Ken Hawkins, Auditor
Jeff Green, County Counsel
Mary Hodson, Administrative Analyst
File

Memo

To: J. Petropulos, Director of Public Works
From: Fred S. Solomon
Date: April 2, 2003
Re: Compost Project Status Report

Status of contract with Herhof

The contract with Herhof required Herhof to provide the County with a performance bond in the amount of 100% of the contract amount within 60 days of execution of the contract. Herhof has not provided the required bond as of this date. It appears the Herhof is continuing to pursue securing the required bond. It should be noted that Herhof, at no cost to the County, has provided preliminary plans for their work.

Request For Proposals

It is in the County's best interest to solicit another firm to provide and install the elements related to the composting process. In the event Herhof is unable to provide the County with a performance bond, the project team will meet on April 4, 2003 to prepare a Request For Proposal to be distributed to interested firms in the event the County terminates its contract with Herhof. It is the intention of the project team to maintain the same process for composting and to merely substitute vendors. It is hoped that the RFP will be ready for consideration by the Board of Supervisors at its meeting of April 15, 2003.

Compost facility building design

Pending resolution of the bond issue with Herhof, the building design work of Concept Design has been suspended. This is to assure that, in the event another vendor is substituted and equipment layout changes, work will not have to be changed at additional cost. While a delay in the design work will likely result in some additional costs, they will not be of the magnitude of costs associated with design changes.

EIR

Comments to the draft EIR, which were due by March 7, 2003, have been reviewed by URS and they are preparing responses for incorporation in the final EIR. The final EIR is scheduled for completion at the end of May.

USDA Grant/Loan

The application process has been on-going. I have provided USDA officials with additional information as required. At the present time we contemplate a grant of \$1,800,000 and a loan of \$3,200,000 for capital costs. The loan will be for a term of 40 years at the USDA's lowest interest rate of 4.5%. Officials of USDA have been very cooperative in providing technical assistance and the best terms available.

Gasification

I have provided an update report on the gasification issue. This appears to be technology which could resolve the waste disposal problem shared by communities throughout the Country. It is however, technology which is in limbo at the California state level and is expensive. It may be that larger jurisdictions with particular geographical constraints which inflate their landfill problems, may be able to consider gasification. In the coming years I can envision smaller jurisdictions outside of California, which has such restrictive environmental concerns, entering into Joint Powers agreements which may make employment of gasification technology for treatment of MSW economically feasible.

Memo

To: Jim Petropulos, Director of Public Works
From: Fred S. Solomon
Date: April 1, 2003
Re: Gasification

In response to your request for an update on information related to the gasification process, I am attaching a copy of my memorandum to you of January 8, 2003. The information contained in that memorandum has not changed and therefore my conclusions, which I will summarize herein, remain the same.

George Eowan has been in communication with an official of the California Integrated Waste Management Board (CIWMB) and has presented the County with written information, copy attached, regarding the State's position on gasification. In essence, the State refers to AB 2770 and the fact that regulations have not yet been established for the gasification process. The State also points out that AB 2770 requires that the technology (gasification) removes all recyclable materials and marketable green waste compostable materials from the solid waste stream to the maximum extent feasible prior to the conversion process and that these materials be recycled or composted.

Testimony was given at the Planning Commission hearing on the EIR that contact was made with a firm which could construct a gasification plant in Mariposa. The cost of such a plant was estimated to be \$29,000,000. This figure lends credence to the analysis I presented in my report of January 8, 2003.

Summary

It is my opinion, supported by John Larson, URS and George Eowan, IRI, that gasification is not feasible for implementation in Mariposa for the following reasons:

1. State regulations are in a "study" mode and lends to the uncertainty of future requirements for these facilities.
2. AB 2770 requires recycling or composting to the maximum extent feasible, defeating our purpose in considering gasification.
3. Final State regulations and implementation of plans for gasification would take years and in the meantime the current landfill cell is diminishing in capacity. The cell is likely to be filled by the time we get a permit for a gasification process.

Opening a new cell pending operation of a gasification plant will add millions to the County's costs.

4. The cost to implement a gasification plant for Mariposa is cost prohibitive. Unlike larger plants, which generate sufficient electricity and by-product for sale as to offset debt service on capital cost, a plant designed for Mariposa's small waste stream would not generate electricity and by-product in sufficient quantities to offset debt service on capital cost.
5. The CIWMB will not allow the County to abandon its current plans for meeting its diversion requirements.
6. In discussions with John Larson he has advised that URS has just been given a contract related to the process of gasification. Mr. Larson advises that such plants are a pollution source, and are subject to the jurisdiction of the South Coast Air Quality Control District.
7. The County is qualified for a \$1.8 million grant and a \$3.2 million long term, low interest loan from the USDA. The County has received \$250,000 in planning funds and a capital contribution of \$1.712 million toward construction of a compost facility from the National Park Service. These fund sources could be seriously jeopardized by a change in direction at this time, a change in direction to a process which is likely to be found to be economically infeasible, cannot be implemented in a timely fashion, and may not meet CIWMB diversion requirements.
8. The County has, in its' well thought out pursuit of a composting facility, expended considerable effort and dollars. These efforts and dollars would be lost if we abandon plans for a compost facility.
9. While gasification plants are operating in some context, they are an unproven technology in the processing of mixed solid waste.
10. Lastly, little is known about the land requirements for a gasification plant and indications are that they are not esthetically pleasing structures. The maintenance and operation characteristics are unproven.

Attachments:

Solomon report of January 8, 2003
Eowan email period 3/6-7/03
Copy AB 2770

Memo

To: Jim Petropulos, Director of Public Works
From: Fred S. Solomon
Date: January 8, 2003
Re: Gasification

There has been some inquiry on the subject of gasification which is a process that uses heat, pressure, and steam to convert waste materials into a gas which can be used as a fuel to generate electricity or steam. The California Integrated Waste Management Board (CIWMB) previously classified gasification plants as transformation facilities and regulated them as large volume transfer/processing facilities.

The issuance of a permit for these plants has been subject to a number of conditions, the most critical to Mariposa being:

- ◆ The project's proponents were required to guarantee more than sufficient quantities of waste to maintain the project's economic feasibility. In my discussions with George Eowan, I am told that 150,000 to 200,000 tons of waste annually is the threshold for economic feasibility. Mariposa generates 12,000 to 13,000 tons of waste annually. Given the small waste stream and this requirement, the gasification system was deemed infeasible.
- ◆ The project was required to include front-end methods or programs to remove all recyclable material prior to transformation to the maximum extent feasible.
- ◆ State statutes also limited the amount of diversion credit for transformation. The 50 percent diversion requirement could include no more than 10 percent through transformation and only when several additional conditions were met. These additional conditions required front-end methods to remove all recyclable materials to the maximum extent feasible and that the jurisdiction continues to implement all feasible source reduction, recycling, and composting measures.

Recent legislation excluded gasification from the definition of transformation (AB 2770) and directed the CIWMB to prepare a report for submittal to the Legislature by March 1, 2003 on gasification. The legislative process which will result in regulation of gasification will be a long-term process and the requirements which will be placed on gasification are unknown. In brief discussions with CIWMB staff, there seems to be little sentiment for allowing substitution of gasification as the sole method of achieving the 50 percent diversion requirement.

Accordingly, I am led to conclude that Mariposa does not generate sufficient waste by a long shot to make inclusion of gasification economically feasible, a gasification system is too costly for the County of Mariposa, State requirements for permitting are an unknown risk factor, and finally the number of years to implement such a project would likely exceed the remaining life of the current landfill module raising additional cost and regulatory concerns. Putting aside issues of economic feasibility and regulatory risk factors, I would doubt the CIWMB would tolerate a change in direction for Mariposa.

In an attempt to demonstrate economic feasibility, I obtained an economic analysis of constructing a gasification plant in a jurisdiction which generates 200,000 tons of waste annually. The plant would cost \$140,000,000 resulting in an annual debt service of \$10,628,000 and annual operation and maintenance costs (O&M) of \$8,000,000. This equates to a \$100 per ton cost and does not include costs for front-end separation requirements estimated at \$20 - \$40. This project may prove economically feasible because it will allow for creation of sufficient electricity for sale to the grid and because a significant stream of recyclables will generate additional revenue. Revenues are projected to equal the debt service and O & M costs reducing the per ton cost to \$20 - \$40. The jurisdiction is further motivated by its strong community environmental issues involvement, its lack of landfill capacity and lack of availability of additional landfill space within its boundaries. The community is also financially strong. I am led to believe Mariposa, with its small waste stream, would experience much higher per ton costs, insufficient revenue generation to offset costs, and does not have the same geographical or economic conditions.

Gasification, on a technological level, is feasible. It does not appear feasible for Mariposa on economic or political (State regulatory uncertainty) levels.

I am attaching information prepared by Brightstar Environmental, a firm involved in gasification. They describe a plant in Australia which is initially funded by the Commonwealth's Australian Greenhouse Office, the NSW Government's Sustainable Energy Development Authority and the Wollongong City Council to get a 30,000 ton/year facility off the ground by fiscal year 2003. The plant will be expanded to accept 150,000 tons/year the following year.

A copy of a description of waste to energy paper prepared by a commercial firm and an issue paper developed by the CIWMB staff as well as a copy of AB 2770 is enclosed.

Sent by: [redacted]

MAR 07 2003

Main Identity

From: "George T. Eowan" <geowan@pacbell.net>
To: "SoRelle, Steve" <SSoRelle@CIWMB.ca.gov>; "Block, Elliot" <eblock@CIWMB.ca.gov>;
Cc: "Berton, Fernando" <FBerton@CIWMB.ca.gov>; "Turner, Georgianne" <gtturner@CIWMB.ca.gov>; "Mortensen, Carol" <cmortens@CIWMB.ca.gov>; "Rosales, Virginia" <vrosales@CIWMB.ca.gov>; "Morgan, Cara" <cmorgan@CIWMB.ca.gov>; "Lee, Natalie" <nlee@CIWMB.ca.gov>; "Levenson, Howard" <hlevenso@CIWMB.ca.gov>; "Jim Petropulos" <jpetropulos@mariposacounty.org>; "Fred Solomon" <fredspred@hotmail.com>; "Jeffrey G. Green" <ccountycounsel@sierratel.com>; "Susan Avery" <Savery@mariposacounty.org>
Sent: Friday, March 07, 2003 2:51 PM
Subject: Re: Diversion Credit

Hi Steve,
Thanks for your reply to my request for clarification.

With specific reference to subdivision "g" below, it appears that Mariposa would have to "reduce, recycle or compost its solid waste to the maximum extent feasible" before there would even be a possibility of diversion from gasification depending on your Board's deliberations this year. Of course this assumes that such a gasification facility could meet all of the stringent technical requirements you have presented below.

For Mariposa this means it must continue with its diversion programs and plans as approved by the CIWMB through the SB 1066 process, and complete the proposed Mariposa Compost Facility in order to meet all the conditions of AB 2770 before it could consider additional diversion from gasification. I believe your response provides confirmation to the Board of Supervisors that this is the current reading of the law. I believe your response provides confirmation that this is the current reading of the law.

As you know this is important for the County as a few local residents are advocating for a gasification facility instead of the compost facility.

Let me know if I have this right.

Thanks again for your help.

Regards,
George Eowan

— Original Message —

From: SoRelle, Steve
To: geowan@pacbell.net
Cc: Berton, Fernando; Block, Elliot; Mortensen, Carol; Turner, Georgianne; Rosales, Virginia; Morgan, Cara; Lee, Natalie; Levenson, Howard
Sent: Thursday, March 06, 2003 3:53 PM
Subject: FW: Diversion Credit

This e-mail is in response to your e-mail requesting clarification on whether or not diversion credit is applicable to conversion technologies, specifically plasma gasification.

03/07/2003

5

Currently, the waste materials targeted for the process you are analyzing are presumably disposed in a California Integrated Waste Management Board (Board) permitted landfill. This is important to remember because when the diversion rate is calculated, disposal tonnage to landfill is compared to currently measured or estimated diversion to determine diversion rate. Disposal reduction obviously increases the diversion rate. If, however, you are conducting a generation study and want to count the waste material as diversion, the statute is silent on that issue at this time.

In addition to the question of diversion credit, the technology must also meet the criteria in AB 2770 to qualify as gasification [see below].

Assembly Bill (AB) 2770, chaptered on September 20, 2002 added Public Resources Code Section (PRC) 40117

that defines gasification as "a technology that uses a noncombustion thermal process to convert solid waste to a clean burning fuel for the purpose of generating electricity, and that, at minimum, meets all of the following criteria:

(a) The technology does not use air or oxygen in the conversion process, except ambient air to maintain temperature control.

(b) The technology produces no discharges of air contaminants or emissions, including greenhouse gases, as defined in subdivision (g) of Section 42801.1 of the Health and Safety Code.

(c) The technology produces no discharges to surface or groundwaters of the state.

(d) The technology produces no hazardous waste.

(e) To the maximum extent feasible, the technology removes all recyclable materials and marketable green waste compostable materials from the solid waste stream prior to the conversion process and the owner or operator of the facility certifies that those materials will be recycled or composted.

(f) The facility where the technology is used is in compliance with all applicable laws, regulations, and ordinances.

(g) The facility certifies to the board that any local agency sending solid waste to the facility is in compliance with this division and has reduced, recycled, or composted solid waste to the maximum extent feasible, and the board makes a finding that the local agency has diverted at least 30 percent of all solid waste through source reduction, recycling, and composting.

This year, the (Board) will be examining the permitting requirements for facilities using gasification and other "conversion" technologies. However, the legislation did not provide specific guidance on whether materials sent to such facilities would qualify as diversion. Instead, AB 2770 directed the Board to study the lifecycle environmental and public health impacts associated with development of conversion technologies in California and the impacts on composting and recycling of such development. I would recommend that you follow and/or participate in the Board's work on this issue during 2003.

Please contact me at (916) 341-6254 or at ssorelle@ciwmb.ca.gov if you have any further questions.

-----Original Message-----

From: George T. Eowan [mailto:geowan@pacbell.net]

Sent: Thursday, February 27, 2003 10:49 AM

To: SoRelle, Steve

Cc: Lee, Natalie; Jeffrey G. Green; Jim Petropulos; fred solomon;

Susan Avery; Jim Greco

Subject: Diversion Credit

03/07/2003

Assembly Bill No. 2770

CHAPTER 740

An act to amend Sections 40194 and 40201 of, and to add Sections 40117 and 40507.1 to, the Public Resources Code, relating to solid waste and making an appropriation therefor.

[Approved by Governor September 20, 2002. Filed with Secretary of State September 20, 2002.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2770, Matthews. Solid waste: conversion technologies.

Existing law, the California Integrated Waste Management Act, requires the California Integrated Waste Management Board to administer state programs to recycle solid waste, plastic trash bags, plastic packaging containers, waste tires, newsprint, and other specified materials. Existing law provides for an external scientific peer review process to review the scientific basis of a regulation or policy proposed by the agencies, boards, and departments within the California Environmental Protection Agency.

This bill would define the term "gasification" for purposes of the act. The bill would revise the definition of the term "solid waste facility" to include a gasification facility, and would revise the definition of the term "transformation" to exclude gasification. The bill would require the board to include, as part of the annual report required to be submitted by the board to the Legislature on or before March 1, 2003, a report on new and emerging conversion technologies, including, but not limited to, noncombustion thermal technologies, including gasification and pyrolysis, chemical technologies such as acid hydrolysis or distillation, and specified biological technologies. The bill would require the report to be subject to a specified external scientific peer review process and to consult with the State Energy Resources Conservation and Development Commission and other state, federal, or international governmental agencies in preparing the report.

The bill would appropriate \$1,500,000 from the Integrated Waste Management Account to the board to prepare the report.

Appropriation: yes.

The people of the State of California do enact as follows:

SECTION 1. Section 40117 is added to the Public Resources Code, to read:

40117. "Gasification" means a technology that uses a noncombustion thermal process to convert solid waste to a clean burning fuel for the purpose of generating electricity, and that, at minimum, meets all of the following criteria:

(a) The technology does not use air or oxygen in the conversion process, except ambient air to maintain temperature control.

(b) The technology produces no discharges of air contaminants or emissions, including greenhouse gases, as defined in subdivision (g) of Section 42801.1 of the Health and Safety Code.

(c) The technology produces no discharges to surface or groundwaters of the state.

(d) The technology produces no hazardous waste.

(e) To the maximum extent feasible, the technology removes all recyclable materials and marketable green waste compostable materials from the solid waste stream prior to the conversion process and the owner or operator of the facility certifies that those materials will be recycled or composted.

(f) The facility where the technology is used is in compliance with all applicable laws, regulations, and ordinances.

(g) The facility certifies to the board that any local agency sending solid waste to the facility is in compliance with this division and has reduced, recycled, or composted solid waste to the maximum extent feasible, and the board makes a finding that the local agency has diverted at least 30 percent of all solid waste through source reduction, recycling, and composting.

SEC. 2. Section 40194 of the Public Resources Code is amended to read:

40194. "Solid waste facility" includes a solid waste transfer or processing station, a composting facility, a gasification facility, a transformation facility, and a disposal facility.

SEC. 3. Section 40201 of the Public Resources Code is amended to read:

40201. "Transformation" means incineration, pyrolysis, distillation, or biological conversion other than composting. "Transformation" does not include composting, gasification, or biomass conversion.

SEC. 4. Section 40507.1 is added to the Public Resources Code, to read:

40507.1. (a) As part of the annual report required to be submitted by the board to the Legislature pursuant to Section 40507 on or before March 1, 2003, the board shall include a report on new and emerging conversion technologies, including, but not limited to, noncombustion thermal technologies, including gasification and pyrolysis, chemical

technologies such as acid hydrolysis or distillation, and biological technologies, other than composting, such as enzyme hydrolysis. The board shall only evaluate those conversion technologies that provide demonstrated environmental benefits over the transformation and disposal of solid waste.

(b) The report required by subdivision (a) shall contain all of the following:

- (1) Specific and discrete definitions and descriptions of each conversion technology evaluated.
- (2) A description and evaluation of the life-cycle environmental and public health impacts of each conversion technology in comparison to those environmental and public health impacts from the transformation and disposal of solid waste.
- (3) A description and evaluation of the technical performance characteristics, feedstocks, emissions, and residues used by each conversion technology and identification of the cleanest, least polluting conversion technologies.

(4) A description and evaluation of the impacts on the recycling and composting markets as a result of each conversion technology.

(c) The board shall require that the report be subject to an external scientific peer review process conducted pursuant to Section 57004 of the Health and Safety Code.

(d) The board shall consult with the State Energy Resources Conservation and Development Commission and other state, federal, or international governmental agencies in preparing the report required by this section.

SEC. 5. The sum of one million five hundred thousand dollars (\$1,500,000) is hereby appropriated from the Integrated Waste Management Account to the California Integrated Waste Management Board for purposes of preparing the report required by Section 40507.1 of the Health and Safety Code.

June 3, 2003

Ruth Sellers
5661 Lillian Lane
Mariposa, Ca. 95338

Robert Pickard, as Chair
Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, Ca. 95338

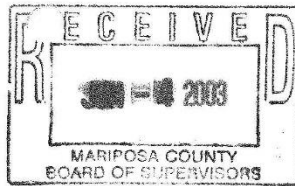
Dear Supervisor Pickard,

I question the Board's decision to consider action to certify the Environmental Impact Report for the Composting Facility on June 10, 2003, since Pacificus was delayed 'til June 17, 2003 to accomodate the amendment of Section 2.04.010 of Chapter 2.04 of the county code adopted on May 13, 2003 to become effective in thirty days.

I would suggest this decision merits a delay until the legal issue is resolved rather than risk validity thru a technicality.

Sincerely,
Ruth Sellers

June 4, 2003



cc: Board
Vicki Counsel

Ruth Sellers
5661 Lillian Lane
Mariposa, Ca. 95338

Robert Pickard, As Chair
Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, Ca. 95338

Dear Supervisor Pickard,
In reference to the Board of Supervisors meeting on Tuesday, June 3, 2003, I wish to memorialize the statements I made regarding agenda item number 4, authorize termination of contract with Herbol.

My statements were primarily inquired to information contained in the packet provided by the Board regarding the issue of request for Public Work to cancel Mariposa County's contract with Herbol for their design of their Composting facility.

A memo dated April 2, 2003 from Fred Solomon raises the questions:

Has Herbol provided a letter to Mariposa County releasing the County of liabilities for use of their preliminary plans?

Is there documentation giving Mariposa

Page 1 of 4

June 4, 2003

County the Herbol plans? Is Herbol cognizant of the County's intention?

In reference to this same memo I am perplexed by the contents of the memo. It contradicts the agenda item.

Same memo in reference to the Project Team meeting April 4, 2003. What does this request for proposal look like? My understanding is the E.I.R. for the Herbol facility would be presented to the Board on May 27, 2003. This memo dated April 2, 2003 suggests the County has already considered terminating the contract with Herbol. Why are you spending all this money on the E.I.R. when you have apparently pre-determined another design will be provided? Who is qualified to design this facility?

Where are the results of this Project Team? Who makes up this Project Team? Where is this, "Request for Proposal"? Has the project team, including Mr. Fred Solomon provided a Conflict of interest statement to the County of Mariposa? How may they benefit from this decision? What are the qualifications of this team?

I am not in favor of building a

Page 2 of 4

June 4, 2003

composting facility. I am however very concerned with the legal issues this team could entangle Mariposa County with.

My suggestion is for Mariposa County to apply for the permanent exemption from Diversion Requirements, which the county is eligible for, concentrate on a recycling program in conjunction with exporting solid waste to another facility and set your goals on new technology, which is on the horizon awaiting decisions of Diversion Credits at the California Integrated Waste Management Board.

This is the most expensive venture this county has undertaken. Let's not encumber Mariposa County with possible lawsuits over design infringements of an obsolete method when the entire perception of waste disposal will no doubt take a new direction in the next two years.

In conclusion I would like to add to and state in reference to the recent completion of the Mariposa County Landfill E.I.R.

This E.I.R. represents very little
Page 3 of 4

June 4, 2003

substance relating to another facility. It cites a proprietary situation based on the superior alternative of Herbol technology. Herbol technology is seemingly no longer being considered for use by Meriposa County.

I am requesting a prompt response to the questions I have posed since no answers were forthcoming by the Chair at the time of my inquiries.

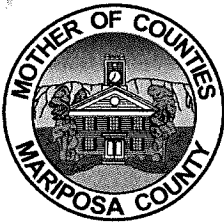
Thank you for your considerations.

Sincerely,
Ruth Sellers

c.c.

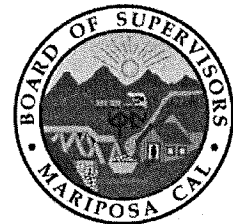
Supervisor Lee Stetson, Dist. 1
Supervisor Doug Balmain, Dist. 2
Supervisor Janet Bibby, Dist. 3
Supervisor Harry Tucker, Dist. 4

Page 4 of 4



MARIPOSA COUNTY

Public Works • (209) 966-5356



RESOLUTION - ACTION REQUESTED 2014-637

MEETING: December 9, 2014

TO: The Board of Supervisors

FROM: Doug Wilson, Interim Public Works Director

RE: Change the Days of Operation for the Landfill and Transfer Stations

RECOMMENDATION AND JUSTIFICATION:

Change the Regular Days of Operation for the Mariposa County Landfill from Thursday through Monday to Tuesday through Saturday Effective February 1, 2015, Change the Transfer Station Days of Operation to be Closed on Sundays; and Rescind Resolution 12-587, Holiday Schedule for the Solid Waste Division Personnel.

This item was presented to the Board of Supervisors on September 9, 2014. At that time, the Board requested Public Works/Solid Waste Division to obtain public input. A survey was created and posted online as well as at the Landfill. There were 1,175 responses received to the survey. Results are attached.

Currently, the Landfill is open Thursday through Monday (closed Tuesday and Wednesday). Staff is proposing the Landfill be open Tuesday through Saturday (closed Sunday and Monday). The Fish Camp Transfer Station is currently open on Sunday; staff proposes to be open on Saturday (closed Sunday). The Don Pedro Transfer Station is currently open Thursday, Saturday and Sunday; staff is proposing to be open on Thursday, Friday and Saturday (closed Sunday).

These changes will allow employees to have one weekend day (Sunday) off to spend time with their families. According to the Solid Waste/Recycling Manager, most frequently in the industry when waste facilities that are closed to the public for two days a week, they do so on Sunday and Monday. If approved, this change will provide the public the same amount of service days and would allow everyone's waste and recycling needs to be met.

If the Board approves the requested changes to the days of operation of the Landfill, the current holiday schedule will need to be rescinded (Resolution No. 12-587). Currently, staff has the Monday off prior to any holiday that falls on a Tuesday or Wednesday as the Landfill is closed on these two days. With the proposed change of days of operation, staff would take Tuesday off following any holiday that falls on a Sunday or Monday.

There are four holidays during the year that are celebrated on a specific date that may fall on a Saturday (New Year's Day, Independence Day, Veteran's Day and Christmas Day). Staff recognizes that approximately once every seven years each of these holidays will fall on a Saturday leaving the Landfill closed for a full weekend. Because this happens so infrequently, it is proposed that the Saturday holiday be recognized and staff will be allowed to take that day off.

Public Works has notified the Service Employees International Union (SEIU) and obtained their support in this effort.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Days of operation of the Landfill and Transfer Stations were established several years ago. To date, there has been no request to change the days of operation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve; the days of operation at the Mariposa County Landfill will remain as they are.

FINANCIAL IMPACT:

No financial impact

ATTACHMENTS:

Landfill Survey (PDF)

Landfill Survey Results (PDF)

CAO RECOMMENDATION

Requested Action Recommended



Mary Hoatson, Interim CAO 12/2/2014

RESULT: ADOPTED [UNANIMOUS]

MOVER: Merlin Jones, District II Supervisor

SECONDER: Lee Stetson, District I Supervisor

AYES: Stetson, Jones, Bibby, Cann, Carrier

Public Comment Submission

From No Reply <noreply@civicplus.com>

Date Mon 12/9/2024 7:34 PM

To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Karin Fielding

Email Address: karinf00007@gmail.com

Commented on event: <https://mariposacoca.portal.civicclerk.com/event/604/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: BOS MEETING DEC 10, 2024 REGULAR AGENDA ITEM 2. I have been researching the population of Lake Don Pedro and it appears there has been a substantial decline. -14% decline between 2020 and 2022. The 2024 population was stated as 1238 people. Although I could not find the population stats for the rest of the district, the 2020 combined total for Coulterville, Greeley Hill, and Buck Meadows is 1067. Not a great population difference between the two transfer stations. By closing the Coulterville transfer station over 46% of District 2 will be affected unfairly. We already pay the rate proposed for Don Pedro. The numbers given in the Blue Ridge report for revenues and losses at the transfer stations don't specify which county the residents live in. Given the number of Tuolumne County residents living in LDP I assert that if they were excluded from the stats the picture would be quite different than presented. Tuolumne County should subsidize our transfer station. Additionally of great importance to note is that in the Blue Ridge report it is specifically stated that NO FORMAL STUDY of the Coulterville transfer station was performed. The recommendation to close the Coulterville transfer station was based on the facility managers opinion. I claim there was a lack of research and a bias in that opinion. Respectfully, Karin Fielding

Public Comment Submission

From No Reply <noreply@civicplus.com>

Date Mon 12/9/2024 7:16 PM

To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Karin Fielding

Email Address: karinf00007@gmail.com

Commented on event: <https://mariposacoca.portal.civicclerk.com/event/604/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: BOS MEETING Dec 10, 2024 CA6. I request that this item be removed from the consent agenda whereas it includes use of the Don Pedro transfer station and does not show equitable treatment for all District 2 residents. REGULAR AGENDA ITEM 2. Regarding the closure of the Coulterville transfer station, I believe it will cause negative impacts on our area by encouraging improper garbage disposal. Garbage is directly related to health. Garbage that is not properly disposed of can draw animals and insects that can carry diseases harmful to humans and livestock. Garbage not properly disposed affects the land, altering the ecology of the immediate area and beyond. It can pollute our waterways. It can pollute our air by increased illegal burning. Trash can be scattered by wind and animals, affecting the ecology of areas beyond the area initially polluted. BLIGHT. Our county government is struggling to find solutions to blight. So far the approach to cleaning up trashy properties does not work. Carrying a bigger stick (fines, courts) with no carrot (assistance) does not work. The closure of transfer stations has a high probability of making the blight worse. Not only might private property be affected but our roadways and public lands may succumb to blight due to illegal dumping. That affects ALL OF US and our tourism as well. Farming is an important activity in our county. Trash that drifts into our pastures and the water and air pollution mentioned above can seriously impact our livestock and the organic farmers feeding our local populations. These issues affect All of us. Solid waste should NOT BE AN ENTERPRISE FUND. The handling of solid waste affects the health and welfare of all of us living in this county. If necessary, it should be a subsidized fund. If necessary, those living out of County could pay higher rates. In the Don Pedro area a compact with Tuolumne County should provide a subsidy for their residents. Our supervisors should never forget that we are a disadvantaged community (as designated by both the federal and state governments.) Our citizens unable to afford to drive the extra miles or pay fees high enough to fund the entire enterprise will be carrying a burden much greater than average. The planned transfer station closures could potentially make things much worse for everyone. I see no upside to this proposal. Our government should be focused on making things better, not more punitive. Respectfully, Karin Fielding Coulterville

BOS 12/10/2024 Meeting Regarding Closure of Coulterville Transfer Station

From Darla Mc <jdakmc@gmail.com>

Date Tue 12/10/2024 8:35 AM

To Board Clerk <Board-clerk@mariposacounty.org>

Some people who received this message don't often get email from jdakmc@gmail.com. [Learn why this is important](#)

To: All Board of Supervisors:

I am writing today to voice my concerns about the closure of Coulterville transfer station.

We have lived in Coulterville for the past 6 1/2 years and we use the transfer station as our **only** means of trash disposal on a **regular basis**. Without this transfer station we would have to drive an additional thirty-four miles round trip per week to use the DP transfer station. All the north county residents who currently use the Coulterville transfer station will be in the same situation. We do not have the option to have trash pick-up at our home address as the cost is astronomical and quite possibly unavailable. The last I checked it was not even offered to our address. Without this service many many people will be burning their trash and/or dumping, causing a bigger issue. We will inevitably have more fires from people burning their trash and a filthy dirty north county. The county should feel the responsibility to provide the residents with a reasonable and convenient option for trash disposal. Removing our local disposal site will take that away. We are a low-income community, and most residents do not have the additional funds to travel the additional miles to dispose of their trash.

The BOS can continue to keep this and the funds are available, I ask that you please keep the North County a priority and vote to keep the Coulterville Transfer Station open.

Sincerely,
Joe and Darla McAlister
Coulterville Residents

Fwd: Agenda Item: Closing of Coulterville Transfer Station

From Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>

Date Tue 12/10/2024 8:11 AM

To Danielle Bondshu <dbondshu@mariposacounty.org>; Deanna Stickles <dstickles@mariposacounty.org>; Malena Palmer <MPalmer@mariposacounty.org>

Begin forwarded message:

From: Monica Barlow <smbarlow6@yahoo.com>

Subject: re: Agenda Item: Closing of Coulterville Transfer Station

Date: December 10, 2024 at 7:44:38 AM PST

To: "spoe@mariposacounty.org" <spoe@mariposacounty.org>, "rsmallcombe@mariposacounty.org" <rsmallcombe@mariposacounty.org>, "dwtccr@aol.com" <dwtccr@aol.com>, "wforsythe@mariposacounty.org" <wforsythe@mariposacounty.org>, Miles Menetrey <mmenetrey@mariposacounty.org>, "dtoso@mariposacounty.org" <dtoso@mariposacounty.org>

You don't often get email from smbarlow6@yahoo.com. [Learn why this is important](#)

Dear Committee Members,

My husband and I have lived in the Greeley Hill area since 1986 (38 years). We have always have trash service, but recently Recology has raised their monthly prices from \$164 to \$250. They explained that the Mariposa County dump increased their prices, so they had to pass on this increase to us. We then decided to go with every other week service at \$185 a month. Please realize that we have others that bring their trash to us, because of the outrageous cost.

We have been thinking to just take our own trash to the transfer station in Coulterville, but it is only open one day a week, during the hours we attend our local church. We help to run that important service, so we cannot miss the service very often.

So now I hear that your committee is deciding to close the transfer station in Coulterville. This seems outrageous with the fact that your committee is also cracking down on properties that have a build up of trashy items. How can you demand us to clean up our land, and not have a transfer station. Before, a concerned group help with removal of our large items, Love Greeley Hill, so how can you give less services when in fact we need more? Please note:

1. We need our transfer station in Coulterville, but we NEED it opened at least 2 days a week with longer hours.
2. We need the price for Recology to be lowered by lowering the charges from the Mariposa County.
3. We need help through programs like Love Greeley Hill where we can bring our bigger items to have them removed at a free or lower cost.

4. We need fewer (to none) expensive studies initiated by our BOS committee which cost more than the problem at hand.

Please consider our issues when voting on this important problem. If you want things cleaned up for safety and aesthetics, please give us ways to get that accomplished. Don't take away our transfer station. Make it more usable with better days and hours of service.

Sincerely,

Monica Barlow

Coulterville Transfer Station Closure

From Sylvia Mobley <smobley377@gmail.com>

Date Mon 12/9/2024 4:01 PM

To Board Clerk <board-clerk@mariposacounty.org>

Some people who received this message don't often get email from smobley377@gmail.com. [Learn why this is important](#)

Dear Sir or Madam,

I've lived here for 36 years and have grown accustomed to Greeley Hill and Coulterville getting the short end of the stick. Yes, there are fewer people here than in other sections of the county. But Mariposa is a rural county so that should surprise no one.

Before you close our transfer station because it is "under-utilized" consider what our county would look like if that amount of refuse, or even half of it ended up in the woods or on the side of the road. Our county depends on tourism. Do you think tourists want to come to a place that looks like that? What about the health concerns and the ecological damage it would cause.

If you want to save money, take a day away from Don Pedro transfer station and give half of that day to Coulterville and the other half to Hornitos. The people in Don Pedro will have to change their schedule but they will still have a place for their garbage.

Sylvia Mobley
9669 Manzanita Way
Coulterville, CA 95311

Fwd: Coulterville Transfer Station closure.

From Nancy Longmore <nancylongmore1@gmail.com>

Date Mon 12/9/2024 4:43 PM

To Board Clerk <Board-clerk@mariposacounty.org>; Rosemarie Smallcombe <RSmallcombe@mariposacounty.org>; Shannon Poe <SPoe@mariposacounty.org>; DToso@mariposacounty.orf <DToso@mariposacounty.orf>; Wayne Forsythe <WForsythe@mariposacounty.org>; Miles Menetrey <MMenetrey@mariposacounty.org>

 4 attachments (2 MB)

20241209_105806.jpg; 20241209_105755.jpg; 20241209_105018.jpg; 20241209_105827.jpg;

Some people who received this message don't often get email from nancylongmore1@gmail.com. [Learn why this is important](#)

Dear Supervisors,

Closing the Coulterville transfer station is not acceptable, and the appalling consequences will be exorbitantly expensive to clean up. I've attached pictures of just a few of the dump sites in Greeley Hill that have been occurring even with the transfer station available. How much more of this illegal dumping will occur if it's closed?

For most of us, commercial trash pickup is prohibitively expensive. Residents who can't dispose of garbage on their own sometimes pay someone else to dump it. Oftentimes, that person pockets the money and dumps the garbage out in the woods.

The justification for closing the transfer station is that it's "underutilized." Compared to what? Don Pedro? Of course it is - there aren't as many of us.

Why does Don Pedro get three dump days a week, while Coulterville and Hornitos will get none? Why not share like we were all taught to do as small children?

From downtown Coulterville, it's a 26 mile roundtrip to the Don Pedro transfer station, compared to the 2 mile round trip to the Coulterville transfer station. That doesn't include the mileage from each home to Coulterville. Traveling clear to Don Pedro will add an additional one to two gallons of gas to each trip each of us makes to get rid of our garbage.

Considering how much more fossil fuel will be used, and how much more garbage will end up in the woods, how does closing the Hornitos and Coulterville transfer stations help Mariposa County reach its environmental and carbon reduction goals? Please do not approve this ridiculous proposal.

Thank you,

Nancy Longmore
Greeley Hill

Why should Coulterville and Greeley Hill residents have to make 30-mile round trips to the Don Pedro site instead of two-mile round trips to the Coulterville site? The extra couple gallons of gas per dump visit that'll cost each user will promote even more illegal dumping.

How will this help the county's environmental and carbon reduction goals?

Public Comment Submission

From No Reply <noreply@civicplus.com>

Date Mon 12/9/2024 5:22 PM

To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: lizzie silva

Email Address: lsilva@bofg.org

Commented on event: <https://mariposacoca.portal.civicclerk.com/event/604/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I am commenting on the proposed closure of the Coulterville Transfer Station. My family and I depend on this transfer station weekly, and look forward to seeing Jeff. We do not have, nor do we ask for, many amenities in the north county but this is one we desperately need to keep. As it is most of us travel for other basic needs to be met, and this year even to vote in person. Having the ability to safely and legally dispose of our trash is something we greatly need. I see trash dumped on the side of the road in our community regularly and I fear closing the station will only increase this issue. We pay our property taxes just like the rest of the county and we are asking for our tax dollars to be used to support us. As mentioned above, we utilize access weekly and it consistently busy, showing that there is a need. Please consider those of us who depend on this.



Fwd: Coulterville-North County Dump

From Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>

Date Tue 12/10/2024 8:10 AM

To Danielle Bondshu <dbondshu@mariposacounty.org>; Deanna Stickles <dstickles@mariposacounty.org>; Malena Palmer <MPalmer@mariposacounty.org>

Begin forwarded message:

From: Sharon Coolidge <sharongae@gmail.com>

Subject: Coulterville-North County Dump

Date: December 10, 2024 at 7:17:57 AM PST

To: RSmallcombe@mariposacounty.org

You don't often get email from sharongae@gmail.com. [Learn why this is important](#)

Dear Ms. Smallcombe:

I have been a resident of our fine county for many years (since 1972) and have experienced before not having access to garbage disposal facilities and it resulted in MANY problems mainly some folks using our beautiful open spaces as their own personal dumping area!

There has to be alternatives. Many of our residents won't be able to afford the weekly garbage pickup company's price tag.

We pay our taxes like all other Mariposa County residents!

I personally could see a small price increase as acceptable rather than shutting down the entire facility.

Thank you for your attention to this matter,
Sharon Coolidge



Outlook

Fwd: Coulterville Transfer Station Closure Protest

From Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>

Date Sun 12/8/2024 2:52 PM

To Danielle Bondshu <dbondshu@mariposacounty.org>; Shannon Hansen <shansen@mariposacounty.org>; Samuel Cerveny <scerveny@mariposacounty.org>

Begin forwarded message:

From: Dale Silverman <dale91311@yahoo.com>

Subject: Coulterville Transfer Station Closure Protest

Date: December 8, 2024 at 1:19:24 PM PST

To: <spoe@mariposacounty.org>

Cc: "rsmallcombe@mariposacounty.org" <rsmallcombe@mariposacounty.org>,

"dtoso@mariposacounty.org" <dtoso@mariposacounty.org>,

"wforsythe@mariposacounty.org" <wforsythe@mariposacounty.org>,

"mmenetrey@mariposacounty.org" <mmenetrey@mariposacounty.org>

You don't often get email from dale91311@yahoo.com. [Learn why this is important](#)

I am sure you have heard from others but am adding my strenuous protest...closing the Coulterville transfer station is shortsighted, and plain insane! It will add 26 miles to every person's round trip drive to dump their garbage who lives east or north of the 49/132 intersection! **At the IRS mileage rate (far below actual cost to operate a vehicle here in CA) this means each household will be adding \$17.42 cost** each time they need to make a garbage run! ***This is totally unreasonable given the average income per household in District 2*** and will result in even more prolific dumping on private property and the sides of our highways and roads. The resulting damage to our fragile environment; the serious public health issues as people allow their garbage to accumulate before making a run, attracting all sorts of varmints likely to get into the growing trash piles, spreading it around and with much eventually blown or dragged into our waterways, and the growing debris dumped along our beautiful country roads is unacceptable!

As for it being "underutilized...I have yet to make a garbage run where I do not see half a dozen others...the parking and turn around areas are limited and there simply is insufficient room for more cars to be there at most times. What is limiting utilization is the fact that it is only open 4 hours and only on Saturdays. Many people actually have to work those hours or have other obligations!

Dale Silverman
Constituent



Fw: Online Form Submission #20042 for Public Comment on Board Items

From michael day <mddayelectric@att.net>
Date Wed 12/11/2024 3:27 PM
To Danielle Bondshu <dbondshu@mariposacounty.org>

This is the original reply from Civics Plus.

Mike Day

----- Forwarded Message -----

From: "noreply@civicplus.com" <noreply@civicplus.com>
To: "mddayelectric@att.net" <mddayelectric@att.net>
Sent: Sunday, December 8, 2024 at 08:07:11 AM PST
Subject: Online Form Submission #20042 for Public Comment on Board Items

Public Comment on Board Items

Public comment on Board of Supervisors agenda items can be provided via this form or from the meeting website located at <http://www.mariposacounty.org/bosagendas>.

***Please indicate the item that this comment applies to, and keep your comments to under 2000 characters (approximately 400 words.)*
***Please note that all comments received will be distributed to the Board members and attached to the Minutes following our normal procedures.*
***The County bears no responsibility for delays caused by lapses in internet service, consequently, we suggest that you submit your comments early to allow for potential delivery lags.*

NAME (Not Required but helps with the Minutes)	Michael Day
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Please Indicate the Item this comment pertains to:	12/10/2024 BOS Agenda item H.2
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Your position on this item:	Oppose
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Your comment for this item: (Please note: This form is limited to 4000 characters which equals approximately 500 words. Longer communications should be emailed to board-clerk@mariposacounty.org.)	12/10/2024, Agenda Item H.2 (Proposed Closures of Coulterville and Hornitos Transfer Stations) Board of Supervisors, Everyone in the county knows that something has to be done with the solid waste management in our county. The question is "Where do we cut and who do we hurt?" It is my belief that closing any of the existing transfer stations is
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a huge mistake but, if we close any of them, close the biggest liability and biggest money loser: the Lake Don Pedro Transfer Station. There are several reasons for this.

#1. Coulterville is closest to being the geographical center of District #2. It will be just as convenient for the residents in the Don Pedro subdivision to travel up the road to Coulterville as it will be for residents of Greeley Hill or Buck Meadows to go down to LDP (probably easier for them).

#2. Don Pedro loses more money per year than Coulterville and Hornitos combined (\$36,424 vs \$29,854).

#3. Coulterville has 33% more customers (average) per hour. The Coulterville station could easily handle more customers if given the extra resources to open for the same duration as LDP.

#4. How many customers from neighboring counties are using LDP transfer station? (Tuolumne, Stanislaus & Merced?) I've seen many pick-ups filled with garbage cans traveling up and down Merced Falls Road and 132 headed for the transfer station. They're not all coming from Mariposa. Are we checking for out of county dumps? Are we getting extra fees for these dumps?

As I stated earlier, I don't think any closure is appropriate. The #1 responsibility of government is to provide basic services for their citizens. Trash hauling and disposal (sanitation) is a primary example of this. I think it supersedes a new sheriff's office, a new Workforce Housing unit (CA.8) ((design costs alone at \$945,520)), salary raises for CAO, County Council, part time Board of Supervisors and many more.

This county is over-burdened with salaries and external surveys not services. Stop taking the services away.



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: December 10, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Discussion and Possible Direction Regarding the Lease Agreement Between Mariposa County SPCA and Mariposa County and Whether the Board Wishes to Explore Strategies to Develop Greater Cooperation Between the Parties That Increase Transparency Regarding the County and Non-Profit Partners' Efforts to Promote Animal Welfare in Mariposa County (Supervisors Smallcombe and Toso)

RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Direction Regarding the Lease Agreement Between Mariposa County SPCA and Mariposa County and Whether the Board Wishes to Explore Strategies to Develop Greater Cooperation Between the Parties That Increase Transparency Regarding the County and Non-Profit Partners' Efforts to Promote Animal Welfare in Mariposa County (Supervisors Smallcombe and Toso).

On July 3, 1979, the County of Mariposa and the Society for the Prevention of Cruelty to Animals (SPCA) of Mariposa signed an agreement under which the County agreed to lease land to the SPCA in return for certain public benefits. The agreement acknowledged the "substantial role of the Society for the Prevention of Cruelty to Animals of Mariposa, California, in the planning, fund raising, and development of an S.P.C.A. program in the County of Mariposa and the S.P.C.A.'s contribution to community education in the care and treatment of animals through its staffing, operation, and maintenance of the S.P.C.A.'s program and office".

The question before the Board is whether the SPCA is providing these public benefits as described in the agreement or whether revisions to the agreement may be appropriate. The lease involves 3.13 acres of land located at the Mariposa County Solid Waste Site on Highway 49 North. The term of the agreement is 50 years and the rent amount is \$1 per year. In return for use of the land and other services, the SPCA agreed to restrict its use of the premises:

1. To develop and construct a building and related facilities to be used for the conduct of the SPCA's 'animal humane program'
2. To develop and operate a non-profit animal shelter and to conduct all necessary activities related to operation of the shelter
3. To conduct a nonprofit countywide animal adoption agency
4. To conduct a countywide humane public information program for the humane care and treatment of animals
5. To conduct a countywide neutering program for cats and dogs
6. To conduct such activities and programs necessarily related to countywide humane activities consistent with the SPCA's Articles of Incorporation

In addition to the land, the County agreed to accept solid waste from the SPCA at no charge. While this provision of the modified agreement remained in effect for some time, the SPCA has since contracted with Recology for solid waste disposal services. The County is providing water service to the SPCA free of charge and has been doing so presumably since installation of the lines and other equipment necessary to transport water from the solid waste facility to the SPCA as envisioned in a 1980 modification to the 1979 agreement.

It is worth noting that the County does derive benefit from the presence of the thrift store operated by the SPCA at the site. Public Works notes that items such as furniture, clothing and table ware are donated to the SPCA instead of taking up space in the landfill.

Members of the Mariposa community have raised questions about operation of the SPCA intermittently over the last several years, particularly in connection with the lease agreement. More recently, there have been concerns about levels of cooperation between the County's Animal Control organization (ACO) and the SPCA. Since the benefit the SPCA derives from the use of the land and other services are intended to be balanced by the public benefits identified above, it is appropriate that the Board evaluate whether the public's interests are served by this agreement as it is currently implemented or whether some changes may better serve the interests of all parties, and particularly those of the public who are concerned about animal welfare.

To support animal welfare in Mariposa County, ACO's efforts have expanded beyond a traditional animal control model. The ACO has developed partnerships with organizations other than the SPCA and ACO staff have assumed responsibilities for animal welfare, including adoptions and fostering efforts. During the first nine months of 2024, ACO staff transferred 108 dogs and 54 cats to rescue organizations; only two dogs and one cat were transferred to the Mariposa SPCA. These placements occurred as a result of ACO staff outreach to local people as well as organizations in other counties. Such placements often involve staff driving to rescue organizations located in Sonora and the Bay Area. In addition, ACO has worked with Mariposa's Catnip Society to offer monthly Spay and Neuter clinics to residents since before 2011.

If the Board concludes the SPCA may not be providing sufficient transparency and public benefits to warrant continuation of the lease as it is currently being implemented, under the terms of the agreement, the County must notify the SPCA before the end of December 2024. The County and the SPCA, in conjunction with the non-profits and individuals working in this area, would then have until December 31, 2025 to develop a plan to ensure the public's interests are being served and that could then allow the parties to operate under a modified version of the existing lease agreement.

Questions the Board may wish to consider:

1. Is more collaboration between ACO and the SPCA possible and, if so, how might that be facilitated?
2. Are efforts to care for and find homes for stray dogs and cats as well coordinated as they might be? Mariposa Animal Control is euthanizing a substantial number of dogs and cats each year. Earlier this year, members of ACO staff were advised not to contact the SPCA for assistance in housing or finding homes for those animals.
3. A specific question is whether the SPCA should increase its coordination with the Sheriff's Office to assist in placing animals in foster or permanent homes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previous agreements with the SPCA.
1980-106 SPCA Lease Agreements
1993-458 Waive all currently due and future disposal

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to discuss an important topic affecting Mariposa County.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. S.P.C.A Lease - July 3rd, 1979
2. Agreement No.3189 - SPCA July 9, 1980
3. Resolution_1980-106
4. Resolution_1993-458
5. Mariposa County Animal Control Transfers to Rescue Organizations

1 S.P.C.A. GROUND LEASE

2 The County of Mariposa, recognizing the substantial
3 role of the Society for the Prevention of Cruelty to Animals of
4 Mariposa, California, in the planning, fund raising, and develop-
5 ment of an S.P.C.A. program in the County of Mariposa and the
6 S.P.C.A.'s contribution to community education in the care and
7 treatment of animals through its staffing, operation, and main-
8 tenance of the S.P.C.A.'s program and office; and

9 Desiring to assure the long-range benefits to be mutual-
10 ly enjoyed by a continuance of the relationship which now exists
11 between the County of Mariposa and the Society for the Prevention
12 of Cruelty to Animals in the operation of its program, the County
13 of Mariposa and the Society for the Prevention of Cruelty to
14 Animals enter into this ground lease, the terms of which are:

15 For the purposes of brevity and clarity, the County of
16 Mariposa will hereafter be referred to as "COUNTY" and the Society
17 for the Prevention of Cruelty to Animals will be referred to as
18 "SOCIETY".

19 PREMISES

20 That particular parcel of land consisting of 3.13
21 acres at the Mariposa County Solid Waste Site on Highway 49 North
22 more particularly described in Exhibit "A" attached hereto and
23 made a part hereof as though set out in full.

24 TERM OF LEASE

25 The term of this lease shall be for fifty (50) years
26 commencing upon the date of execution of this instrument.

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RENT

The total rent for the lease period shall be Fifty Dollars (\$50). SOCIETY agrees to pay said rent in annual installments of One Dollar (\$1) on or before January 1 of each year during the term of this lease.

ASSIGNMENT OR SUBLETTING

SOCIETY shall not assign this lease, or any interest therein, and shall not sublet any portion of the property which is the subject of this lease without the written consent of COUNTY first had and obtained.

CONSTRUCTION AND OPERATION OF HUMANE SOCIETY FACILITIES

SOCIETY agrees to commence construction on its proposed facility within 6 months from completion of grading and, upon occupancy of said facilities, to have said facilities open to the public at least four hours per day for 260 days during each calendar year within the term of this lease.

INSURANCE

Liability Insurance: SOCIETY covenants and agrees to take out and keep in force during the term of this lease public liability insurance to protect against any liability to the public incident to the use of or resulting from any accident occurring in or about the portions of the premises which are the subject of this lease, the extent of liability under such insurance to be not less than \$100,000 for any one person injured, or \$300,000 for any one accident, or \$25,000 for property damage. COUNTY shall be named as an additional insured on said policy of insurance.

///

1 Extended Coverage Fire Insurance: SOCIETY covenants
2 and agrees to take out and keep in force during the term of this
3 lease extended coverage fire insurance upon all insurable pro-
4 perty other than artifacts which it constructs or places on the
5 premises.

6 BREACH AND TERMINATION

7 In the event SOCIETY breaches this agreement in any
8 material respect, COUNTY may terminate this lease by serving
9 written notice upon SOCIETY of its intention to terminate this
10 lease at the end of the succeeding calendar year if SOCIETY,
11 during the intervening period (December 31st of the year follow-
12 ing the year in which the breach occurred), does not fully correct
13 its breach and mend its obligation hereunder.

14 REMOVAL OF PROPERTY UPON TERMINATION

15 Upon expiration of this lease or upon termination at
16 any earlier date, COUNTY agrees to allow SOCIETY sixty days
17 within which to remove all personal property. The ownership of
18 improvements including buildings constructed on said demised premises shall
19 revert to COUNTY, unless removed by Society within sixty days, upon expiration
or termination of this lease.

20 ENTIRE AGREEMENT

21 This lease contains the entire agreement of the parties
22 with respect to the matters covered by this lease and no other
23 agreement, statement, or promise made by any party, or to any
24 employee, officer, or agent of any party, which is not contained
25 in this lease shall be binding or valid.

26 PARTIAL INVALIDITY

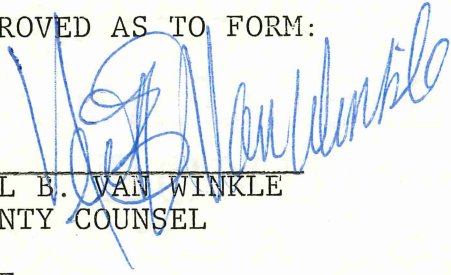
27 If any term, covenant, condition, or provision of this
28 lease is held by a court of competent jurisdiction to be invalid

1 void, or unenforceable, the remainder of the provisions shall re-
2 main in full force and effect and shall in no way be affected,
3 impaired, or invalidated.

4 IN WITNESS THEREOF, the parties have hereunto set their
5 hands and seals as of the day and year hereinbelow written.

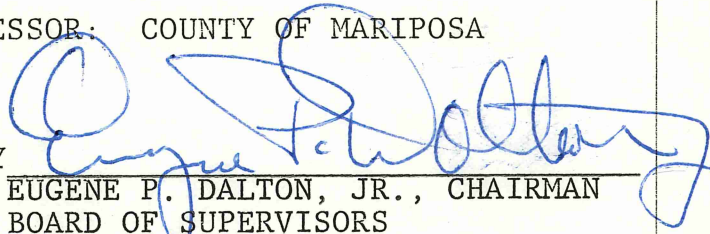
6 DATE: July 3, 1979

7 APPROVED AS TO FORM:

8 
9
10 NEIL B. VAN WINKLE
COUNTY COUNSEL

11 DATE: _____

12 LESSOR: COUNTY OF MARIPOSA

13
14 BY 
15 EUGENE P. DALTON, JR., CHAIRMAN
BOARD OF SUPERVISORS

16 ATTEST:

17 
18 JOAN J. LYNK
19 CLERK OF THE BOARD

20 LESSEE: SOCIETY FOR THE PREVENTION
21 OF CRUELTY TO ANIMALS

22 BY 
23 PRESIDENT

24 BY 
25 SECRETARY

EXHIBIT "A"

All that certain property situated in projected Section 9, T5S R18E, MD B & M Rancho Las Mariposas, County of Mariposa, Mariposa, California described as follows:

Commencing at the point of intersection of the West line of Mariposa County Dump site and State Highway 49 Right of Way as shown on Record of Survey Map No. 1488, recorded April 12, 1966 in Mariposa County official records, Mariposa, California. Said point being the point of beginning of this description, thence Northerly along said State Highway 49 Right of Way through a curve to the left with a radius of 960.00, a tangent that bears N 88°50'41" E through a central angle of 27°17'41", 457.33 feet; thence N 62°11'46" E, 171.96 feet; thence N 51°31'19" E, 34.66 feet thence leaving State Highway 49 Right of Way S 3°15'16" W, 230.08 feet; thence S 67°58'40" W, 258.8 feet; thence S 74°38'28"W, 562.66 feet to the Point of beginning, said point being the terminal point of this description containing 3.13 acres more or less.

A G R E E M E N T

The County of Mariposa, hereinafter referred to as "COUNTY", and the Society for the Prevention of Cruelty to Animals of Mariposa County hereinafter referred to as "S.P.C.A." do hereby covenant and agree as follows:

COVENANTS

1. COUNTY agrees to provide for the use and benefit of S.P.C.A. a place within the present dump site on the Mariposa Garbage Tract near State Highway 49 in the County of Mariposa, as described more fully in EXHIBIT I attached hereto, for the deposit of sewage effluent arising from the use of nearby premises, described in EXHIBIT B of that certain lease dated July 3, 1979 between the parties hereto, as an animal shelter facility.

2. S.P.C.A. agrees to establish sewer lines, water lines, pumps, power, and other necessary structures and conduits for use in transporting sewage effluent from the proposed animal shelter facility to the specified location within the County dump site at no cost to COUNTY.

3. COUNTY agrees to permit on its premises, sewer lines and water lines necessary for the transportation of sewage effluent and water for the proposed animal shelter of S.P.C.A., subject to the terms and conditions set forth herein.

4. COUNTY agrees to provide for the use of S.P.C.A. for the proposed animal shelter, water from existing sources on COUNTY premises near or adjacent thereto, to the extent it is available and potable; provided, however, that S.P.C.A. shall provide all necessary waterlines, pumps, power, and other

RECORDED AT THE REQUEST OF *Board of Supervisors*
July 9 1980, AT *9:00* O'CLOCK *A.M.* IN
 VOLUME *214* OF OFFICIAL RECORDS. PAGE *232*
 MARIPOSA COUNTY RECORDS. FEE \$ *N/C*
Barbara P. Sawyer RECORDER
 PHOTOGRAPHED AND INDEXED
Dianna Diharadi, Deputy

1 structures and conduits for use in transporting water for the
2 use of the animal shelter, subject to the terms set forth
3 herein.

4 TERMS AND CONDITIONS

5 This agreement shall be subject to the following terms
6 and conditions:

7 1. This Agreement shall be in effect for a period of
8 ten (10) years from the date of execution unless terminated as
9 provided herein;

10 2. For the period of five (5) years from the date of
11 execution of this Agreement any sale or lease of premises of
12 COUNTY subject to the terms of this Agreement, or any portion
13 thereof essential to the performance of this Agreement, shall
14 be subject to the uses and obligations provided herein.

15 3. After the period of five (5) years has elapsed from
16 the date of execution of this Agreement, this Agreement may be
17 terminated upon 90 days written notice in advance by COUNTY to
18 S.P.C.A. of its intention to sell or lease property subject to
19 this Agreement, or otherwise use the property in a manner in-
20 consistent with the uses provided herein;

21 4. No pipeline, structure or conduit shall be constructed
22 by S.P.C.A. under this agreement which shall interfere with or
23 obstruct existing easements, rights-of-way, and access roads on
24 premises covered by this agreement;

25 5. The location, construction and installation of each
26 and every conduit, pipeline, pump, structure, and the location
27 of the site for deposit of sewage effluent within the County
28 dump site, shall be subject to and contingent upon the permit

1 and approval of the Mariposa County Health Department and the
2 approval of the Solid Waste Manager for COUNTY, and shall be
3 subject to review from time to time for compliance with COUNTY
4 and State standards and regulations;

5 6. All State and COUNTY standards and regulations shall
6 be complied with at all times during the period of this Agree-
7 ment and failure to comply therewith by either party shall
8 render the Agreement subject to immediate termination by the
9 other party.

10 7. This Agreement is contingent upon the issuance and
11 continued existence of a valid use permit for the animal
12 shelter by the Mariposa County Planning Commission to S.P.C.A.

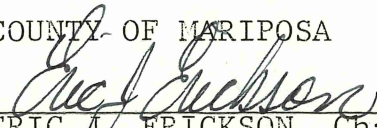
13 MODIFICATION OF LEASE

14 It is agreed by and between the parties to this Agree-
15 ment that this Agreement shall be a modification of the terms
16 and conditions of that certain lease between the parties en-
17 titled "S.P.C.A. GROUND LEASE" and dated July 3, 1979, for the
18 period covered by this Agreement only. All provisions of said
19 lease applicable herein are incorporated herein by reference,
20 and all consideration therefore is applicable hereto in addit-
21 ion to the mutual covenants and conditions contained herein.
22 This Agreement is contingent upon the existence and validity
23 of said lease.

24 IN WITNESS THEREOF, the parties have hereto set their
25 hands as set forth below on this 17th day of June, 1980.

26 COUNTY OF MARIPOSA

27 BY:


ERIC J. ERICKSON, Chairman
28 Board of Supervisors

1 ATTEST:

2 Joan J. Lynk
3 JOAN J. LYNK,
4 Clerk of the Board

SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS OF MARIPOSA
COUNTY

5 BY: Leah Rosenfeld
6 President

7 Linda Jacobs
8 Treasurer

9 APPROVED AS TO FORM AND
10 LEGAL SUFFICIENCY

11 Richard K. Denhalter
12 RICHARD K. DENHALTER,
13 County Counsel

EXHIBIT B

All that certain property situated in projected Section 9, T5S R18E, MD B & M Rancho Las Mariposas, County of Mariposa, Mariposa, California described as follows:

Commencing at the point of intersection of the West line of Mariposa County Dump site and State Highway 49 Right of Way as shown on Record of Survey Map No. 1488, recorded April 12, 1966 in Mariposa County official records, Mariposa, California. Said point being the point of beginning of this description, thence Northerly along said State Highway 49 Right of Way through a curve to the left with a radius of 960.00, a tangent that bears N 88 degrees 50' 41" E through a central angle of 27 degrees 17' 41", 457.33 feet; thence N 62 degrees 11' 46" E, 171.96 feet; thence N 51 degrees 31' 19" E, 34.66 feet thence leaving State Highway 49 Right of way S 3 degrees 15' 16" W, 230.08 feet; thence S 67 degrees 58' 40" W, 258.8 feet; thence S 74 degrees 38' 28" W, 562.66 feet thence N 34 degrees 37' 27" E, 313.84 feet to the point of beginning, said point being the terminal point of this description containing 3.13 acres more or less.

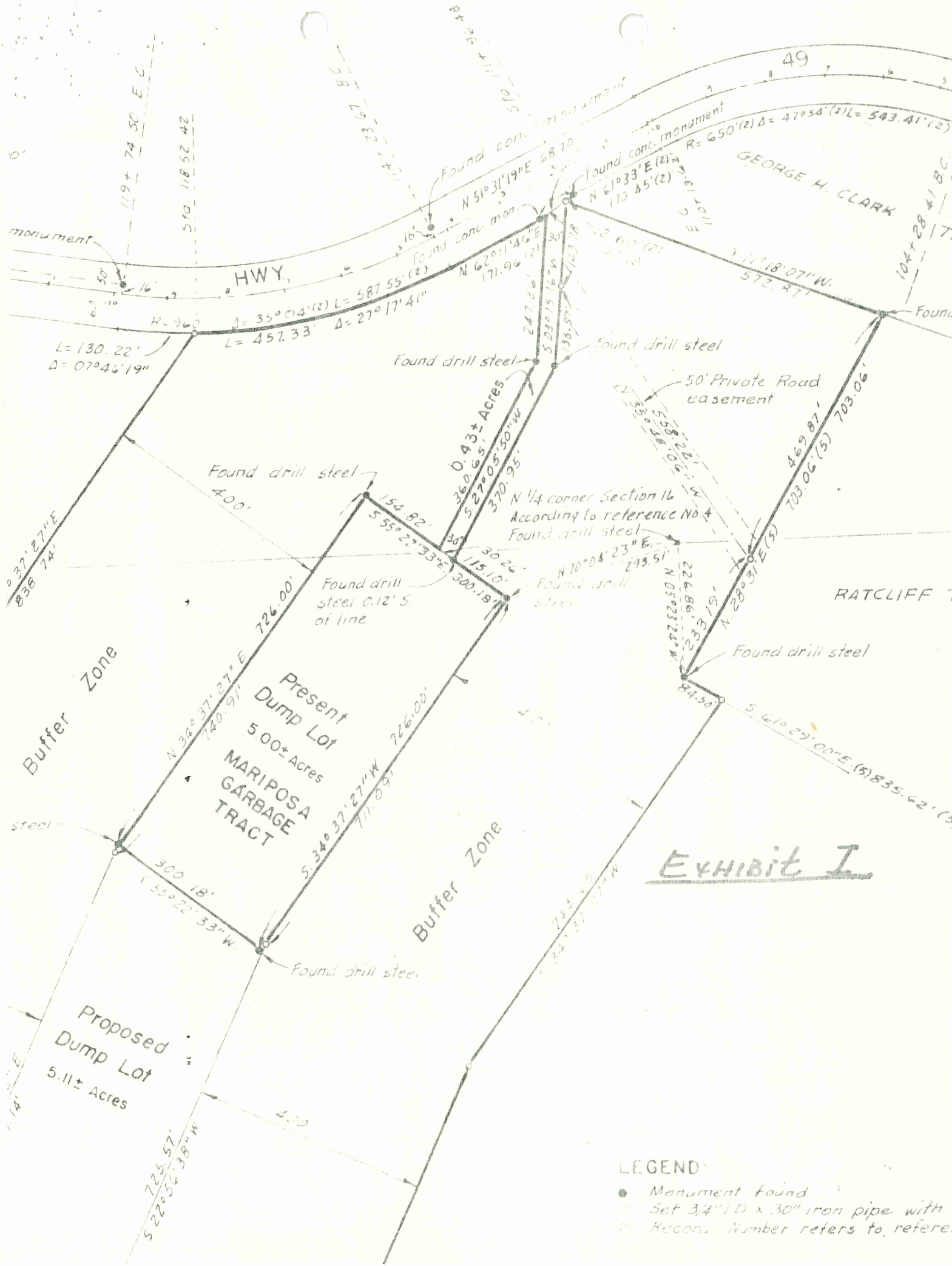


Exhibit I

LEGEND:

- Monument found
- Set 3/4" ID x 30" iron pipe with
- (2) Record Number refers to, refere

MODIFICATION OF S.P.C.A. GROUND LEASE

The County of Mariposa and the Society for the Prevention of Cruelty to Animals of Mariposa, California hereby agree as follows:

1. That the lease agreement entered into between the parties on July 3, 1979, entitled "S.P.C.A. Ground Lease", be modified to replace Exhibit "A" referred to therein with Exhibit "B", being a corrected version of the legal description of the subject property. This modification is intended by the parties to correct an error in the legal description only and is not intended to alter or modify any of the terms, conditions or obligations of the lease nor to change the subject property.

2. The consideration for this agreed modification shall be the continuation of the benefits and obligations under the pre-existing lease.

3. The original lease executed on July 3, 1979, and this modification, together with such other agreements and modifications entered into in writing between the parties, shall constitute the entire agreement of the parties with respect to the matters covered by this lease and no other agreement, statement, or promise made by any party or to any employee, officer or agent of any party, which is not contained in the lease or in any duly executed modification thereof shall be binding or valid.

IN WITNESS THEREOF, the parties have hereto set their hands as set forth below on this 17th day of June, 1980.

COUNTY OF MARIPOSA

BY: Eric Erickson
ERIC O. ERICKSON, Chairman
Board of Supervisors

Dated: 7/2/80

ATTEST:

Joan J. Lynk
JOAN J. LYNK, Clerk of the Board

SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS OF
MARIPOSA COUNTY

BY:

Leah Ransfield
PRESIDENT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

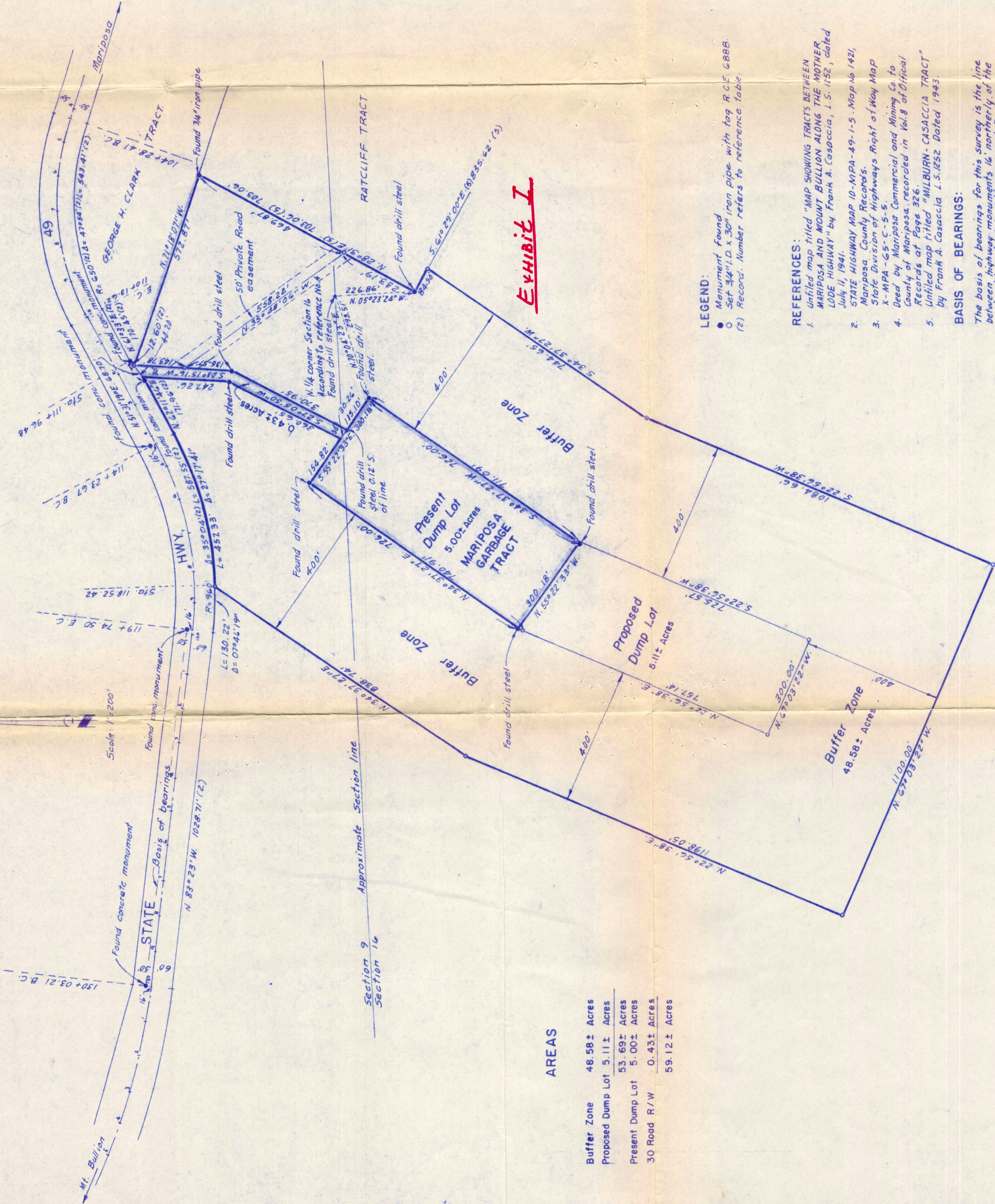
Richard K. Denhalter
RICHARD K. DENHALTER, County Counsel

Linda Jacobs
TREASURER

EXHIBIT B

All that certain property situated in projected Section 9, T5S R18E, MD B & M Rancho Las Mariposas, County of Mariposa, Mariposa, California described as follows:

Commencing at the point of intersection of the West line of Mariposa County Dump site and State Highway 49 Right of Way as shown on Record of Survey Map No. 1488, recorded April 12, 1966 in Mariposa County official records, Mariposa, California. Said point being the point of beginning of this description, thence Northerly along said State Highway 49 Right of Way through a curve to the left with a radius of 960.00, a tangent that bears N 88 degrees 50' 41" E through a central angle of 27 degrees 17' 41", 457.33 feet; thence N 62 degrees 11' 46" E, 171.96 feet; thence N 51 degrees 31' 19" E, 34.66 feet thence leaving State Highway 49 Right of way S 3 degrees 15' 16" W, 230.08 feet; thence S 67 degrees 58' 40" W, 258.8 feet; thence S 74 degrees 38' 28" W, 562.66 feet thence N 34 degrees 37' 27" E, 313.84 feet to the point of beginning, said point being the terminal point of this description containing 3.13 acres more or less.



AREAS

Buffer Zone	48.58 ± Acres
Proposed Dump Lot	5.11 ± Acres
Present Dump Lot	5.00 ± Acres
30 Road R/W	0.43 ± Acres
	59.12 ± Acres

Exhibit I

SURVEYOR'S CERTIFICATE:

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Land Surveyors' Act at the request of Mariposa County in March 1966.

Clyde Jones
Registered Civil Engineer No. 6888

COUNTY SURVEYOR'S CERTIFICATE:

This map has been examined for conformance with the requirements of the Land Surveyors' Act this 12th day of April, 1966.

Clyde Jones
County Surveyor

RECORDER'S CERTIFICATE:

Filed for record this 12th day of April, 1966 at 1:00 P.M. in Book Maps at page 1488 at the request of

Mariposa Co. Surveyor
Fee: —

Harold J. Rowney
County Recorder
By Clyde Jones
Deputy

RECORD OF SURVEY
OF

MARIPOSA COUNTY DUMP SITE

BEING A SURVEY OF A PORTION OF
SECTIONS 9, 8, 16, T.5S., R.18E., M.D.B. 8M.

RANCHO LAS MARIPOSAS

MARIPOSA COUNTY, CALIFORNIA

MARCH 1966 SCALE: 1" = 200 FT.

LEGEND:

- Monument found
- Set 3/4" I.D. x 30" iron pipe with tag R.C.F. 6888.
- (2) Record. Number refers to reference table.

REFERENCES:

- Unfiled map titled "MAP SHOWING TRACTS BETWEEN MARIPOSA AND MOUNT BULLION ALONG THE MOTHER LODGE HIGHWAY" by Frank A. Casaccia, L.S. 1152, dated July 11, 1941.
- STATE HIGHWAY MAP 10-MPA-49-1-5. Map No 1421, Mariposa, County Records.
- State Division of Highways Right of Way Map X-MPA-65-C-5-5.
- Deed by Mariposa Commercial and Mining Co. to County of Mariposa, recorded in Vol. 8 of Official Records at Page 326.
- Unfiled map titled "MILBURN-CASACCIA TRACT" by Frank A. Casaccia L.S. 1152 Dated 1943.

BASIS OF BEARINGS:

The basis of bearings for this survey is the line between highway monuments 14 northerly of the center line of State Highway 49 at Engineers Stations 130+03.21 and 119+74.50 as per reference No. 2.

MARIPOSA COUNTY RESOLUTION NO. 80-106

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN
S.P.C.A. LEASE AGREEMENTS

IT IS HEREBY RESOLVED by the Board of Supervisors of
Mariposa County that the Chairman of the Board, Eric J.
Erickson be and hereby is authorized to execute on behalf
of the County the following documents:

1. Modification of S.P.C.A. Ground Lease required
by omissions in Exhibit A attached thereto, and sub-
stituting a more complete legal description labeled
Exhibit B;

2. Agreement between the County and S.P.C.A. for
use of the County dump site for sewer disposal to
benefit the S.P.C.A. proposed facility.

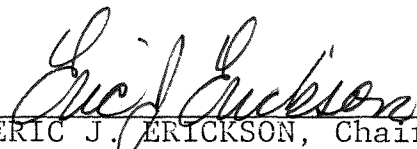
PASSED AND ADOPTED this 17th day of June, 1980, by the
following vote:

AYES: Erickson, Dalton, Taber, Clark, Moffitt

NOES: None

ABSTAINED: None

ABSENT: None


ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:


JOAN J. LYNK, Clerk of the Board
by BARBARA KNELL, Deputy Clerk
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


RICHARD K. DENHALTER, County Counsel

DEPARTMENT: Public Works

By: Thomas J. Starling Phone: 966-5356
Waste Management Specialist

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes__ No_X)

Resolution to waive all currently due and future disposal fees at the Mariposa Landfill for the Society for the Prevention of Cruelty to Animals (SPCA).

The SPCA provides a very valuable service for the County of Mariposa. Not only does it care for unwanted animals it provides for the reuse of goods through its retail store. Unfortunately, many items are left at the SPCA which cannot be resold because of their poor condition, resulting in disposal at the landfill. This has created an added unnecessary expense which has placed a real financial burden on the SPCA. The Public Works Department recommends that this waiver of disposal fees be retroactive to July 1, 1993.

This waiver would result in a loss of income to the Solid Waste Enterprise Fund of approximately \$300 per year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

None

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- 1) Continue to charge the SPCA disposal fees at the Mariposa Landfill.

COSTS: (X) Not Applicable

A. Budgeted current FY \$ -
B. Total anticipated costs \$
C. Required additional funding \$
D. Internal transfers \$

SOURCE: () 4/5th Vote Required

A. Unanticipated revenues \$
B. Reserve for contingencies \$
C. Source description: _____
Balance in Reserve Contingencies,
if approved: \$ _____

SPECIAL INSTRUCTIONS:

List the attachments and number
the pages consecutively:

CLERK'S USE ONLY

Res. No.: 93-458 Ord. No. _____
Vote - Ayes: 4 Noes: _____
Absent: Erickson Abstained: _____
Approved () Denied
() Minute Order Attached () No Action Necessary

The foregoing instrument is a correct copy of
the original on file in this office.

Date: _____
ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

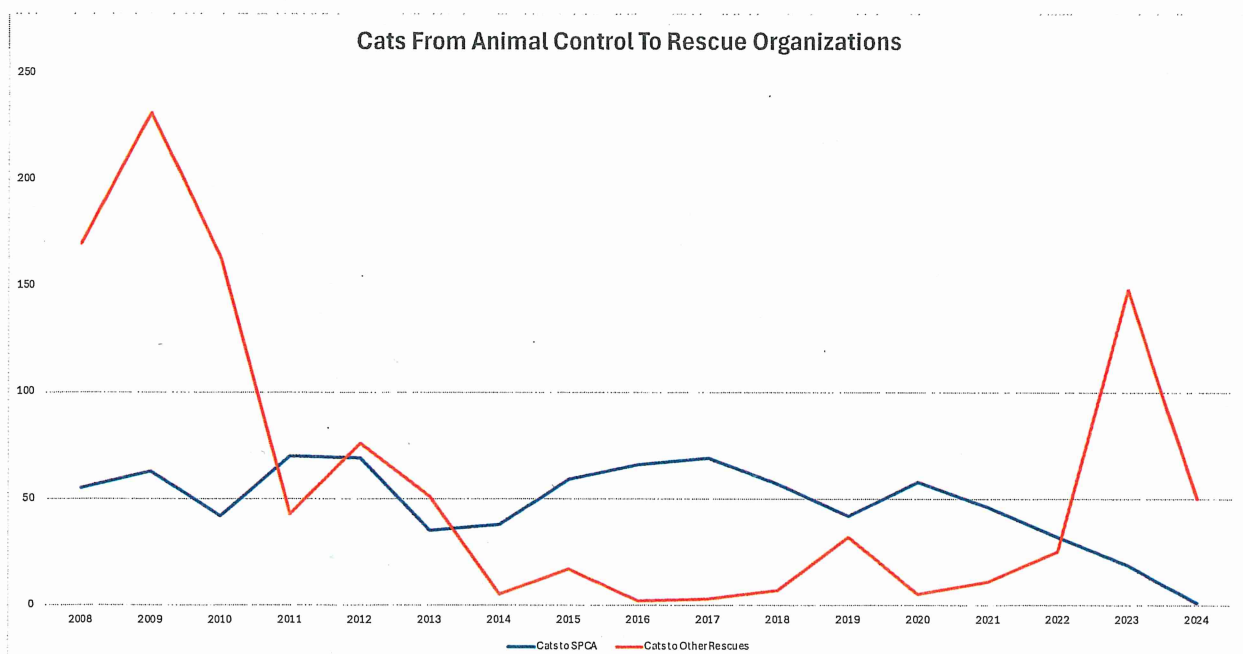
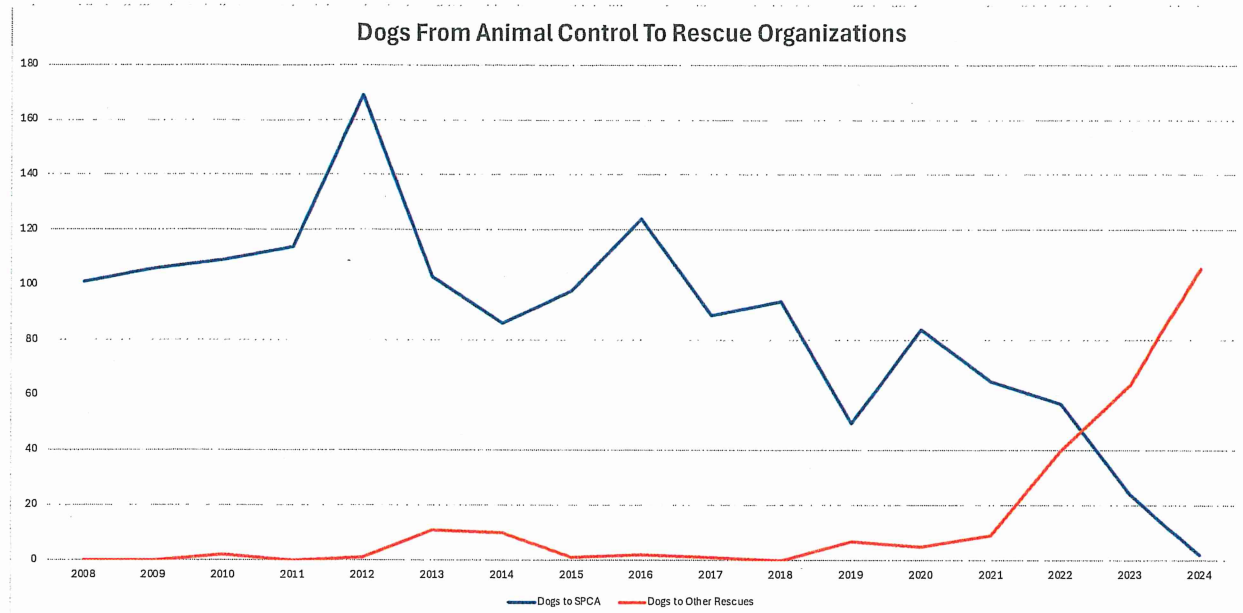
This item on agenda as:

☒ Recommended
☐ Not Recommended
☐ For Policy Determination
☐ Submitted with Comment
☐ Returned for Further Action

Comment: _____

A.O. Initials: _____

Mariposa County Animal Control Transfers to Rescue Organizations



Footnote: Data from Mariposa County Animal Control



MARIPOSA COUNTY

Board of Supervisors



Air Pollution Control District APCD 2024-010

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Kristina Keheley, Health and Human Services Agency Director
RE: **PUBLIC HEARING:** Consider and Approve Assembly Bill (AB) 2588 2023 Annual Air Toxics Hot Spots Report

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: Consider and Approve Assembly Bill (AB) 2588 2023 Annual Air Toxics Hot Spots Report.

The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) is a State of California public right-to-know law requiring local air pollution control districts to collect information about the location, type, and quantity of toxic compounds emitted into the air from specific businesses and industries. Statutes from California Health & Safety Code (HSC) Sections 44300-44394 require the California Air Resources Board and local air districts to implement the "Hot Spots" Program.

The goals of the AB 2588 Program are to collect emission data, identify facilities having localized impacts, determine health risks, and notify nearby residents of significant risks. The Air Toxics "Hot Spots" Information and Assessment Act of 1987 requires certain emitters of airborne toxic compounds to submit toxic emissions inventory reports and updates. Facilities meeting specific criteria must also complete health risk assessments.

AB 2588 further requires the District to prepare an annual report summarizing progress on the implementation of the program. The AB 2588 program report is published annually to provide the public with information regarding the AB 2588 program in the Mariposa County Air Pollution Control District. This report describes the current reporting and evaluation status for facilities being tracked under this program as required by California HSC Section 44363.

BACKGROUND AND HISTORY OF BOARD ACTIONS

There is no background or history of Board Actions. This is the first annual report published by the Mariposa APCD.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Annual reporting is required pursuant to AB 2588. Future lawsuits could result from noncompliance.

FINANCIAL IMPACT

No financial impacts are foreseen unless the Mariposa Air Pollution Control District does not comply

with the reporting requirements.

ATTACHMENTS

1. AB 2588 2023 Annual Report Air Toxics Hot Spots

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District II Supervisor Shannon Poe

SECONDER: District IV Supervisor Wayne Forsythe

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



Mariposa County Air Pollution Control District

5100 Bullion Street, Post Office Box 5

Mariposa, California 95338

(209) 966-2220 or (888) 777-0377

FAX (209) 966-8248

air@mariposacounty.org

2024 ANNUAL REPORT

AB 2588 AIR TOXICS "HOT SPOTS" PROGRAM

October 2024

Introduction

The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) is a State of California public right-to-know law requiring local air pollution control districts to collect information about the location, type, and quantity of toxic compounds emitted into the air from specific businesses and industries. Statutes from California Health & Safety Code (HSC) Sections 44300-44394 require the California Air Resources Board (CARB) and local air districts to implement the "Hot Spots" Program.

The goals of the AB 2588 Program are to collect emission data, identify facilities having localized impacts, determine health risks, and notify nearby residents of significant risks. The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) requires certain emitters of airborne toxic compounds to submit toxic emissions inventory reports and updates. Facilities meeting specific criteria must also complete health risk assessments.

AB 2588 further requires the District to prepare an annual report summarizing progress on the implementation of the program. The AB 2588 program report is published annually to provide the public with information regarding the AB 2588 program of the Mariposa County Air Pollution Control (District). This report describes the current reporting and evaluation status for facilities being tracked under this program as required by California HSC Section 44363.

AB 2588 Evaluation Process

Toxic Emission Inventory Plans and Reports

Under this act, facilities prepare toxic emission inventory plans and reports, establishing site specific air emissions inventories. These plans provide a framework and method for calculating toxic emissions from all stationary sources within the facility. Before quantifying emissions, the District reviews and approves these plans and based on the reported emissions, performs a prioritization calculation score for the facility.

Prioritization

AB 2588 requires air districts to prioritize facilities to determine their program status. In determining priorities, air districts are required to consider the potency, toxicity, quantity, and volume of hazardous materials released from the facility, as well as its proximity to potential receptors. The District uses the prioritization methodology outlined in the California Air Pollution Control Officers Association (CAPCOA) Facility Prioritization Guidelines (Appendix A) to rank facilities under AB 2588, utilizing the facility's approved Plan and Report as referenced in Table 1.

Table 1 – AB 2588 Prioritization Threshold and Categories

Prioritization Thresholds	Priority Category	Category Requirements
< 1	Low Priority	The facility is conditionally exempt from further AB 2588 requirements
>1 and <10	Intermediate Priority	The facility is required to provide an update summary on a quadrennial basis
>10	High Priority	The facility is required to perform a Health Risk Assessment

Health Risk Assessments

Facilities designated as “High” priority must conduct a Health Risk Assessment (HRA) to evaluate whether their toxic emissions are likely to pose a significant risk to nearby residents and workers. A facility's standing within the program is determined based on established health risk thresholds, as referenced in Table 2. Low and intermediate risk facilities do not require any additional measures. High risk facilities require public notification.

Table 2 – AB 2588 Health Risk Assessment Thresholds

Health Risk Thresholds	Risk Category
Cancer risk < 1 in a million, and Total hazard index of < .01	Low Risk
$1 \leq \text{Cancer risk} < 10$ in a million, or $0.1 \leq \text{Total hazard index} \leq 1.0$	Intermediate Risk
Cancer risk > 100 in a million, or Total hazard index of > 10.0	Risk Reduction

The Mariposa County Air Pollution Control District has no high risk facilities requiring a Health Risk Assessment in 2024.

Quadrennial Update Summary Facilities

Facilities with intermediate or high prioritization scores are subject to a four-year update summary report. These facilities are required to provide their annual activity and associated emissions inventory once every four years. This provides the District with updated facility data and assesses whether any operational modifications might impact the facility's health risk status under the program.

Facility Categories

According to AB 2588, specified smaller commercial facilities fall under a streamlined assessment process known as "industrywide" assessment. The District considers retail gas stations, auto body shops, dry cleaners, and diesel-engine only facilities to be industrywide facilities. The District uses the industrywide guidelines developed by CAPCOA, CARB, and OEHHA to assess priority and risk for these facilities. Core facilities are the remaining facilities that are subject to the AB 2588 Program.

In 2024 the District had five permitted core facilities. None of these facilities are permitted to disperse over 10 tons per year of criteria pollutants. The District has 73 permits issued for facilities that are considered "industrywide" facilities. All facilities in Table 3 have either low or intermediate classifications, they have been classified as "in progress" as the District is in the process of prioritizing facilities under the new guidelines and procedures. In the upcoming year the District will continue this work.

Air Toxics Hot Spot Assessments Summary

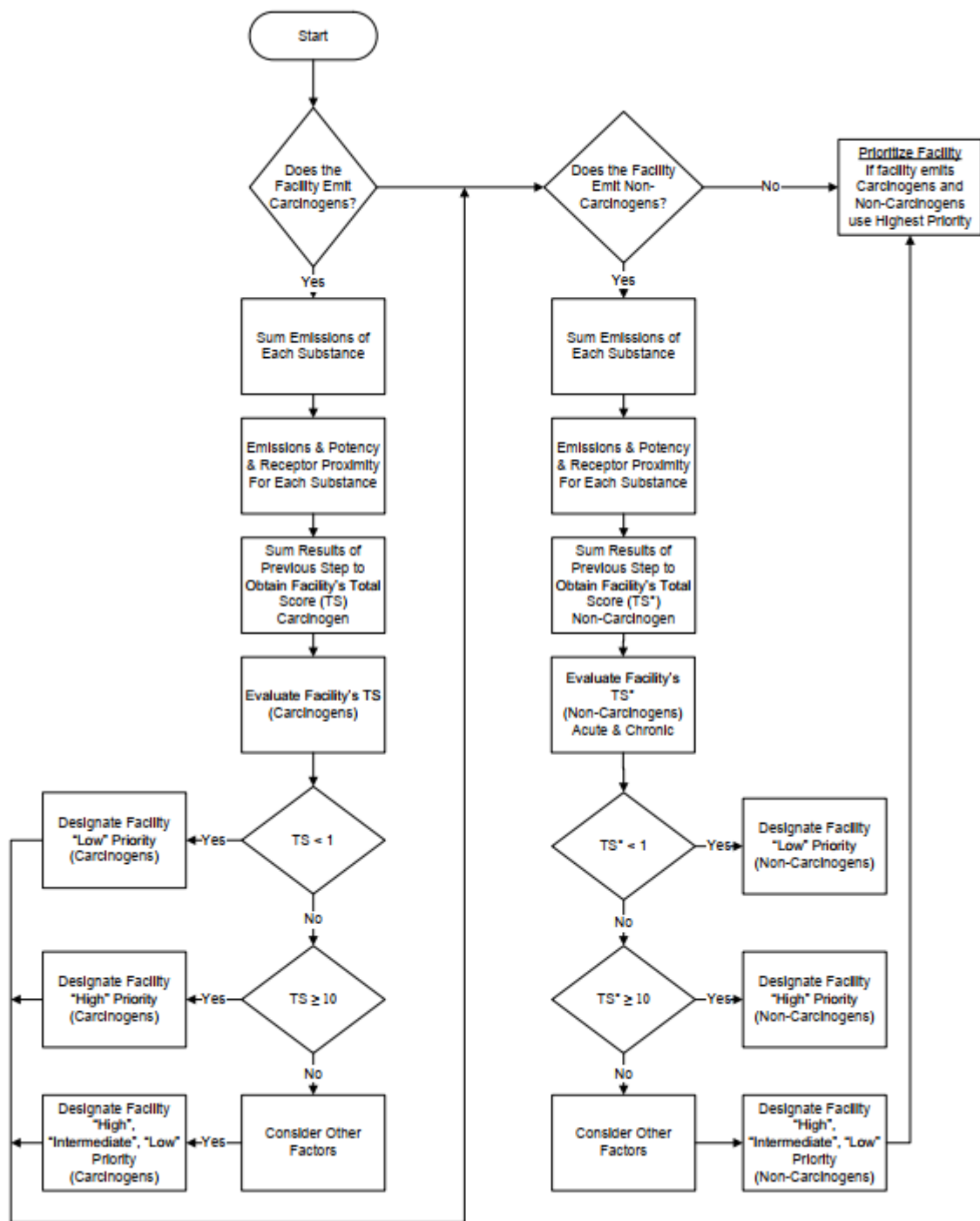
The District has identified 78 AB 2588 facility evaluations from 2023. Table 3 below identifies the number of facilities assessed through the ongoing prioritization analysis.

Table 3 – Summary of Facilities Assessed Under AB 2588

AB 2588 Category	High	Intermediate	Low	In Progress	Total
Core		*	*	5	5
Industry Wide					
Autobody		*	*	2	2
Stationary Diesel Engines		*	*	40	40
Gasoline Dispensing		*	*	31	31
Total					78

Appendix A

California Air Pollution Control Officers Association (CAPCOA) Facility Prioritization Guidelines flow chart





MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-541

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Adopt a Resolution Recognizing Steven W. Dahlem on his Retirement

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Recognizing Steven W. Dahlem on his Retirement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board recognizes valued service in our County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize a dedicated employee.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Steven Dahlem Retirement - 12.10.2024

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 Resolution Number 2024-

Recognizing Steven W. Dahlem for his Outstanding Service to the County of Mariposa

WHEREAS, STEVE began as Mariposa's County Counsel on March 1st, 2009, totaling over 15 years of service after decades of private practice; and

WHEREAS, STEVE provided legal services for every catastrophe from 2009-2024, including floods, fires, snow-mageddon, and wild wind events; and

WHEREAS, STEVE played a crucial role in every major transaction of Mariposa County over the last 15 years, often diligently working behind the scenes, and reviewed and approved all ordinances, resolutions, and contracts submitted to the Board of Supervisors and entered into by Mariposa County; and

WHEREAS, STEVE was instrumental in the 2017 settlement agreement with Merced Irrigation District (MID) and coordinated with outside counsel regarding MID payments, National Opioid Settlement funds, and numerous other cases; and

WHEREAS, STEVE provided legal services to the Board of Supervisors, all County departments, and organizations such as First 5 of Mariposa County, Area 12 Agency on Aging, Water Agency Advisory Board, and Resource Conservation District; and

WHEREAS, STEVE represented the Sheriff's department in all potentially dangerous and vicious dog cases from 2011 to present and provided legal and risk management services related to homeless issues and Americans with Disabilities Act (ADA) compliance issues; and

WHEREAS, STEVE served on the Law Library Trustees Board for 15 years, often as the President, and served as the Interim Human Resources Director three times; and

WHEREAS, STEVE represented Health and Human Services/Child Welfare Services and Public Guardian/Conservator from 2009-2016 in countless cases as well as managed all litigation and tort claims filed against Mariposa County; and

WHEREAS, STEVE instituted and administered annual trainings for all employees for fire extinguishers, active shooters, civil unrest, situational awareness, conflict and de-escalation techniques, evacuation drills, Cardiopulmonary Resuscitation (CPR) certification, and Automated External Defibrillators (AED); and

WHEREAS, STEVE instituted the medical surveillance and ergonomic programs and re-activated the Safety Committee and Department Safety Representatives meetings; and

WHEREAS, STEVE administered Mariposa County's insurance program from 2021 to present and updated the County's standard agreement templates, lease agreement templates, and Public Works contract templates; and

WHEREAS, STEVE could always be counted on to find the answer to any problem that was presented to him and would often begin by letting "the world take a couple of turns" before he acted; and

WHEREAS, STEVE is currently the longest standing active County Counsel in California; and

WHEREAS, STEVE is known and appreciated for his quiet, sensible demeanor, and his patience and kindness to everyone; and

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes and congratulates **STEVE DAHLEM** upon his retirement.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 10th day of December 2024, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor



MARIPOSA COUNTY

Board of Supervisors



Information Item

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Joe Lynch, County Administrative Officer
RE: **CLOSED SESSION:** Conference with Labor Negotiator: Shelline Bennett: Employee Organization Deputy Sheriff's Association (DSA) and Sheriff's Management Association (SMA)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Deputy Sheriff's Association (DSA) and Sheriff's Management Association (SMA).

☐ 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: Deputy Sheriff's Association and Sheriff's Management Association

Name of County Designated Representative: Shelline Bennett

Title(s) of unrepresented individuals with whom negotiations are being conducted: NONE.

☐ 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

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-544

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: **PUBLIC HEARING:** Approve the Close Out of Community Development Block Grant Contract 20-CDBG-12064 for First Time Homebuyers Assistance

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: to Approve the Close Out of Community Development Block Grant Contract 20-CDBG-12064 for First Time Homebuyers Assistance.

The County of Mariposa was awarded \$300,000 in Community Development Block Grant (CDBG) funding in May 2021 in response to the 2020 CDBG Notice of Funding Availability (NOFA) application. Program clearance was received on June 16, 2021, allowing the acceptance of applications and provision of housing services. The program offered deferred, no-interest loans to Low-Moderate Income (LMI) applicants for First Time Home Buyers. These loans were to be issued as gap financing for a primary loan to achieve the purchase price of a first home. Payments could be made anytime, but full loan repayment was due 30 years from the date of loan approval.

This program was marketed to real estate brokers, loan originators, and broadly to county residents through print, web and radio outlets. Several individuals engaged in the program but did not qualify for a loan large enough to meet the purchase price of their desired home.

Eligible applicants qualify for the program with income limits below 80% AMI (approximately \$51,850 for a family of 4) and could be approved for gap financing for a home with a purchase price of \$208,913 for a two (2) bedroom home and \$270,266 for a three (3) bedroom home. With median home values exceeding \$400,000 during the three-year performance period of the program, there was simply no housing stock available within the program requirements for individuals participating in the program.

Staff recommends closing out contract 20-CDBG 12064 but continuing to monitor median housing sales value to analyze the potential of applying for future funds to reactivate this program if appropriate. Staff has also provided information back to the California Department of Housing and Community Development (HCD) CDBG program on the challenges associated with the disparity between the price of housing stock approved by the program guidelines and the loan amount approved for participating individuals.

The County continues to offer a similar program through the Home Investment Partnership Program(HOME), and that program is experiencing similar challenges.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES 2019-699 December 10, 2019, Board of Supervisors approved First Time Homebuyer Guidelines for the Home Investment Partnership Program (HOME) and CDBG.

RES 2020-255 On May 19, 2020, the Board of Supervisors approved an application to the Community Block Grant program for home buyers' assistance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The grant term is expiring, and the contract must be closed. Negative action would impede the closing of the contract.

FINANCIAL IMPACT

\$296,738.85 in grant funds will be disencumbered. These are funds the State has obligated that will no longer be obligated to the County. \$917.89 in general administration funds will be reimbursed. \$2,343.26 in direct costs may not be reimbursed.

ATTACHMENTS

1. **241127 Posted Notice for CDBG Program**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District II Supervisor Shannon Poe

SECONDER: District IV Supervisor Wayne Forsythe

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

EXCUSED: District V Supervisor Menetrey

Mariposa County
Planning Department

STEVE ENGFER
Planning Director



5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a Public Hearing on Tuesday, December 10 at 9:00 AM or soon thereafter at the Board of Supervisors meeting at 5100 Bullion Street, 2nd Floor, Mariposa, CA. During the public hearing, staff will provide information and receive public input about the closeouts of for Community Development Block Grant program 20-CDBG-12064:

- 1) \$300,000 for First Time Home Buyers Assistance. The program was unsuccessful and the County expects to rescind a portion of contract 20-CDBG-12064.

If you need special accommodation to attend this meeting, please contact the Clerk of the Board at (209) 966-3222. Additional details and closeout documentation will be posted in the December 10 Board of Supervisors meeting packet at:

<https://mariposacoca.portal.civicclerk.com/event/466/files>

For additional information or to provide written public comment please contact Senior Planner, Ben Goger at 209-966-5151 or email bgoger@mariposacounty.org

Posted: 11/27/24

Leave Posted until: 12/10/24 5pm

Posted Locations: Mariposa County Planning and Mariposa County Government Center

IMPORTANT INFORMATION ABOUT MEETINGS: All interested persons are invited to attend public meetings and provide input. If special arrangements are needed for your participation in a meeting, or if you are hearing or visually impaired, please call us 48 hours before a meeting to plan accommodation.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-545

MEETING: December 10, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING:** to Approve Land Conservation (Williamson) Act Contract Application Number 2023-143, 3000 Old Highway, Catheys Valley, CA 95306, APN: 017-090-002-000, 017-060-015-000, 017-090-011-000, 017-070-002-000, Craig Mathis (Applicant) CBM Ranches, LLC (Owner)

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: to Approve Land Conservation (Williamson) Act Contract Application Number 2023-143, 3000 Old Highway, Catheys Valley, CA 95306, APN: 017-090-002-000, 017-060-015-000, 017-090-011-000, 017-070-002-000, Craig Mathis (Applicant) CBM Ranches, LLC (Owner).

This action is recommended by the Agricultural Advisory Committee and Planning Commission.

Please see the attached staff report for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Planning Commission Resolution No. 2024-012, approved on November 15th, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would result in no contract.

FINANCIAL IMPACT

None

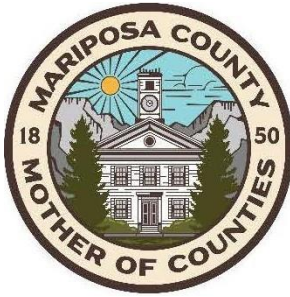
ATTACHMENTS

1. Staff Report
2. Attachment A. Board of Supervisors Resolution
3. Attachment B. PC Resolution No. 2024-012
4. Attachment C. Vicinity Map
5. Attachment D. Application
6. Attachment E. NOE
7. Presentation

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

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



MARIPOSA PLANNING STAFF REPORT

From: Steve Engfer, Planning Director

Prepared By: Kaitlyn Casner, Planner III

Board of Supervisors Meeting Date: December 10, 2024

PROJECT: **Land Conservation Act (LCA) Application No. 2023-143** proposes one (1) new Land Conservation (Williamson) Act contract with four (4) parcels totaling 750.69 +/- acres.

LOCATION: The project is located at 3000 & 3002 Old Highway South in Catheys Valley.

ASSESOR'S PARCEL NUMBERS: 017-060-015 (85 acres+/-)
017-070-002 (11.14 acres +/-)
017-090-002 (489 acres +/-)
017-090-011 (165.55 acres +/-)

OWNER: **CBM Ranch, LLC.**

APPLICANT: **Craig Mathis**

GENERAL PLAN LAND USE: Agricultural/Working Landscape

ZONING: Agricultural Exclusive

NOTICING: Gazette Ad: November 28, 2024
Mailed Notice: November 20, 2024
Posted Notice: November 20, 2024

PROCESS:

1. Agricultural Advisory Committee consideration and recommendation to the Planning Commission (recommended approval on October 3, 2024).
2. Planning Commission consideration and recommendation to the Board of Supervisors (recommended approval on November 15, 2024).
3. Board of Supervisors consideration and approval (current step).

COMMISSION

ACTION: Staff, the Agricultural Advisory Committee and the Planning Commission recommend the Board of Supervisors adopt a resolution approving Land Conservation Act Application No. 2023-143 with findings, including a finding that the project is exempt from environmental review.

Project Description

Land Conservation Act Contract - The property owner requests a new LCA Contract for Assessor Parcel Numbers (APNs) 017-060-015, 017-070-002, 017-090-002 and 017-090-011. The total acreage of the LCA contract would be 750.69 +/- acres.

The site is developed with improvements to support the use of range and forage for livestock (cattle) including fences, barn and corral areas as well as a residence on APN 017-070-002. The site has been used for cattle grazing and will continue to be used for cattle grazing in the future.

Agricultural Preserve Size and Use

Staff provides review comments pursuant to Mariposa County Resolution No. 10-150 (effective policies).

Minimum Size -- The total acreage of the LCA contracted lands of 750.69 +/- acres exceeds the requirements of 160 acres minimum size (grazing use) for the LCA contract and is therefore, consistent with the minimum size requirement of Mariposa County's Rules of Procedure to Implement the California LCA of 1965 for rangeland and pasture for livestock production and forage of 160 acres or greater (BOS Resolution No. 2010-150).

Multiple Parcels/ Merging of Parcels – Mariposa County Policy states that a LCA application involving multiple contiguous legal parcels that are less than the minimum size necessary shall either require merger (prior to contract execution) or the LCA contract shall include an express provision that prohibits the sale of the parcels individually during the term of the LCA Contract. This application is proposing to place a total of four (4) parcels under one (1) LCA contract. A provision prohibiting the sale of parcels individually during the term of the contract will be included, which encumber the four parcels because individually APNs 017-017-002 and 017-060-015 do not meet the minimum of 160 acres for an LCA contract pursuant to the Board of Supervisors Resolution No. 10-150. The provision shall read as follows: "APNs 017-070-002, 017-060-015, 017-090-011 and 017-090-002 as described in Exhibit A, shall be managed together for the life of the contract. The sale of any of these parcels separately is prohibited and will be in direct violation of the contract."

Agricultural Use -- In order to qualify for inclusion in an agricultural preserve and contract, Mariposa County Policy requires that evidence be submitted that shows that the parcel has been used for agricultural purposes for three (3) years and the agricultural use is and has been used for the purpose of producing an agricultural commodity for commercial uses.

The application included the County Agricultural Preserve Questionnaire which reports that cattle grazing uses occurred over the last three (3) years on the subject parcel and that cattle grazing will continue on the parcel in the future.

Biennial Report -- Mariposa County Policy requires the filing of a biennial report on odd numbered years. A biennial review report filing will be required for all future reporting years while under contract.

California Land Conservation (Williamson) Act

The California Land Conservation Act or Williamson Act was passed to preserve agricultural and open space lands by discouraging premature and unnecessary conversion to urban uses. Private landowners voluntarily restrict their land to agricultural uses under a 20-year rolling term contract with Mariposa County. In return, restricted parcels are assessed for property tax purposes at a significantly reduced rate (approximately 75% less) rather than at their potential market value. Because the contracts are “rolling terms”, there are always 20 years remaining in a contract (unless the contract is non-renewed).

The purpose of the Williamson Act includes the following:

- Preservation of the maximum amount of the limited supply of agricultural land is necessary.
- Discouragement of premature and unnecessary conversion of agricultural land to urban uses is in the public interest and is a benefit to the state.
- Agricultural lands have important and valuable open space aspects in an urbanizing society and should be kept in production.

Procedural Requirements

Notice of Non-Renewal:

APNs 017-060-015, 017-070-002 and 017-090-002 were non-renewed of LCA Contract No. 30 on December 31st, 2016 by the prior property owners. Once the proposed land conservation act contract is recorded, the prior non-renewal will be null and void.

California Environmental Quality Act (CEQA):

In order to approve a project, including this project, a CEQA or environmental determination must be made by the lead agency (the government agency which has action authority over the permit). The Land Conservation Act contract is exempt from CEQA pursuant to: CEQA Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

Fish & Wildlife Fees:

Because the project is exempt from environmental review, the Department of Fish and Wildlife Fees for the filing of a Negative Declaration does not apply to the project. Filing the Notice of Exemption is optional for the applicant. If filed, a County administrative filing fee of \$50.00 for each notice will be required.

Agricultural Advisory Committee:

Pursuant to Section 2.110.060.C, County Code, the Agricultural Advisory Committee:

“shall provide comment, recommendation, and advice to the Planning Commission, Board of Supervisors and its personnel on the following matters: ...C. Review and provide recommendations on applications for new Williamson Act (Land Conservation Act) contracts, applications for cancellation

of Williamson Act (Land Conservation Act) contracts, and non-renewal of Williamson Act (Land Conservation Act) contracts...”

The application was reviewed by the Agricultural Advisory Committee (AAC) at their meeting on October 3, 2024. The AAC recommended the Planning Commission adopt a resolution recommending the Board of Supervisors adopt a resolution approving Land Conservation Act Application No. 2023-143 with findings, including a finding that the project is exempt from environmental review.

The Planning Commission considered the application, AAC recommendation and staff report and made a recommendation for approval to the Board of Supervisors on November 15, 2024.

The Board of Supervisors will consider the Planning Commission recommendation and take action on the project. The Board of Supervisors is the final approval authority for the Land Conservation Act Contract.

Department of Conservation:

The Department of Conservation is a State Agency that performs primarily educational and resource functions to the local agencies which are empowered to interpret and implement the California Land Conservation Act in their jurisdictions. Standard procedure is that the LCA contract be sent to them upon completion.

Agency

Comments: Planning requested comments on the applications from the Mariposa County Agricultural Commissioner Department, Assessor Department, and Mariposa County Resource Conservation District. No agency comments have been received for the projects. If comments are received prior to the Board of Supervisors hearing, then copies will be provided to the Board of Supervisors.

Public

Comments: No public comment has been received.

Options:

The Board of Supervisors may approve or modify any of the proposed actions. In addition, the Board of Supervisors can amend the environmental determination.

Recommended Project Findings and Conditions are as shown in the attached Board of Supervisors Resolution.

ATTACHMENTS:

- A. Board of Supervisors Resolution
- B. Planning Commission Resolution No. 2024-012
- C. Vicinity Map
- D. Application
- E. Notice of Exemption

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution

No. XX-XXX

A resolution approving Land Conservation Act Contract Application No. 2023-143; APNs 017-060-015, 017-070-002, 017-090-011 and 017-090-002; CBM Ranch, LLC, owner; Craig Mathis, applicant.

WHEREAS, an application for a Land Conservation Act Contract was received on the 31st day of October, 2023, from CMB Ranch, LLC for property located at 3000 Old Highway in Catheys Valley, also known as Assessor Parcel Numbers 017-060-015, 017-070-002, 017-090-002, and 017-090-011; and

WHEREAS, the property has been used for agricultural purposes for a minimum of three years; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, a project review was scheduled for the duly noticed Agricultural Advisory Committee meeting of the 3rd day of October, 2024; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed date and considered all of the information in the public record, including the Staff Report, and their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning Commission recommend that the Board of Supervisors approve the Agricultural Preserve on the subject property and enter into a Land Conservation Act Contract with the applicant, covering the subject property; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was scheduled for the 15th day of November, 2024; and

WHEREAS, the Planning Department determined that the establishment of a new Agricultural Preserve and execution of new Land Conservation Act Contracts on the properties is an action that is categorically exempt from the provisions of the California Environmental Quality Act; and

WHEREAS, the Planning Department determined the existing non-renewal of Land Conservation (Williamson) Act Contract Number 30 for Assessor Parcel Number 017-060-015, 017-070-002, and 017-090-002 will become null and void upon recordation of the new Land Conservation (Williamson) Act; and

WHEREAS, the Planning Commission held a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicant.; and

WHEREAS, at the duly noticed Planning Commission meeting on the 15th day of November, 2024, the Planning Commission adopted Resolution No. 2024-012 recommending the Board of Supervisors approve LCA Application No. 2023-143.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Mariposa County find the project is exempt from the California Environmental Quality Act.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors of Mariposa County approves Land Conservation Act Contract Application No. 2023-143 and establishes an Agricultural Preserve on the subject properties and enters into one Land Conservation Act Contract with the applicant, covering the subject property as requested by the application and authorizes the Board of Supervisors Chair to sign the agreement.

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted this 10th day of December, 2024, by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

Steven W. Dahlem
County Counsel

EXHIBIT 1
FINDINGS OF APPROVAL
FOR
Land Conservation Act No. 2023-143

Land Conservation Act Contract:

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law). The following findings are made:

1. **FINDING:** The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the General Plan as a whole and will not obstruct the achievement of the Plan's purpose.

The Land Conservation Act promotes the preservation and development of agricultural lands, as encouraged by the Agricultural Element and its emphasis on preserving agricultural lands (Section 10.1.01 of The General Plan) and maintaining the rural character of the county (Section 10.1.04 of The General Plan). The Conservation and Open Space Element confirms the importance of maintaining the open space nature of the county. This project will result in the execution of a Land Conservation Act contract, which is a 20-year commitment to agriculture and open space uses for the site. The preserve is consistent with the General Plan. The current and past use of the property is for agricultural purposes. This finding is made in accordance with Section 51234 of Government Code.

2. **FINDING:** The contract will continue to meet the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve because approval of the requested Land Conservation Act contracted lands would be 750.69 +/- acres, with a restriction on separate sale of parcels. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.
3. **FINDING:** The contract will be large enough to sustain a commercial agricultural use (dryland grazing). Objective evidence has been submitted that the properties have been used for grazing.
4. **FINDING:** The increase in total contracted acreage is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this modification will have any effect on adjacent agricultural uses.
5. **FINDING:** The approval of the Land Conservation Act Contract is based upon review of the project specific and site-specific details of this case, as well as the needs of the applicants.
6. **FINDING:** This project is Categorically Exempt based on the following: California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

EXHIBIT 2
CONDITIONS/STEPS OF APPROVAL
FOR
Land Conservation Act No. 2023-143

1. **Preparation of Legal Description (APPLICANT’S RESPONSIBILITY):** Prior to recordation of the Land Conservation Act Contract, a typed, stamped, and signed copy of the approved legal description for the land that is to be placed under the new contract must be provided by the applicant to Mariposa Planning.
2. **Preparation of the Land Conservation Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, the Land Conservation Act Contract will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original contract to the property owner(s) involved in the application. As two of the parcels do not meet the minimum of 160 acres for an LCA contract pursuant to the Board of Supervisors Resolution No. 10-150, a provision prohibiting the sale of parcels individually during the term of the contract will be included which encumber all three parcels. The provision shall read as follows; “APNs 017-060-012, 017-070-002, 017-090-002 and 017-090-011 as described in Exhibit A, shall be managed together for the life of the contract. The sale of any of these parcels separately is prohibited and will be in direct violation of the contract.”
3. **Signing and Notarizing the Land Conservation Act Contract (APPLICANT’S RESPONSIBILITY):** The contract must be signed by the property owner(s), and the signature(s) must be notarized.
4. **Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Process.

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION**

Resolution

No. 2024-012

A resolution recommending that the Board of Supervisors approve Land Conservation Act Contract Application No. 2023-143; APNs 017-060-015, 017-070-002, 017-090-011 and 017-090-002; CBM Ranch, LLC, owner; Craig Mathis, applicant.

WHEREAS, an application for a Land Conservation Act Contract was received on the 31st day of October, 2023, from CMB Ranch, LLC for property located at 3000 Old Highway in Catheys Valley, also known as Assessor Parcel Numbers 017-060-015, 017-070-002, 017-090-002, 017-090-011; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, the property has been used for agricultural purposes for a minimum of three years; and

WHEREAS, the Planning Department determined that the establishment of a new agricultural preserve and execution of new Land Conservation Act Contracts on the properties is an action that is categorically exempt from the provisions of the California Environmental Quality Act; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, a project review was scheduled for a duly noticed Agricultural Advisory Committee meeting of the 3rd day of October, 2024; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed date and considered all of the information in the public record, including the Staff Report, and environmental determination pursuant to the California Environmental Quality Act, California Government Code, Mariposa County Code, and local administrative procedures including their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning Commission recommend that the Board of Supervisors approve the Agricultural Preserve on the subject property and enter into a Land Conservation Act Contract with the applicant, covering the subject property; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was scheduled for the 15th day of November, 2024; and

WHEREAS, the Planning Department determined the existing non-renewal of Land Conservation Act Contract Number 30 for Assessor Parcel Number 017-060-015, 017-070-002, and 017-090-002 will become null and void upon recordation of the new Land Conservation Act; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicant.

NOW THEREFORE, BE IT RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors find the project is exempt from the California Environmental Quality Act Pursuant to the California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

BE IT THEREFORE FURTHER RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors approve Land Conservation Act Contract Application No. 2023-143 and establish an Agricultural Preserve on the subject properties and enter into one Land Conservation Act Contract with the applicant, covering the subject property as requested by the application.

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

ON MOTION BY Commissioner Herman, seconded by Commissioner McCamman, this resolution is duly passed and adopted this 15th day of November, 2024 by the following vote:

AYES: Baggett, Gray, Herman, Smith, McCamman

NOES: None

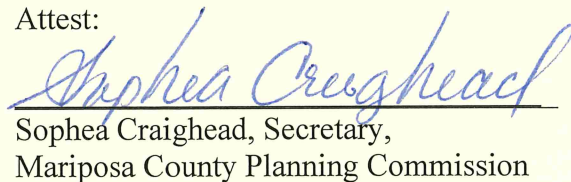
EXCUSED: None

ABSTAIN: None



Art Baggett, Chair
Mariposa County Planning Commission

Attest:



Sopheia Craighead, Secretary,
Mariposa County Planning Commission

EXHIBIT 1
RECOMMENDED FINDINGS OF APPROVAL
FOR
Land Conservation Act No. 2023-143

Land Conservation Act Contract:

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law). The following findings are made:

1. **FINDING:** The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the General Plan as a whole and will not obstruct the achievement of the Plan's purpose.

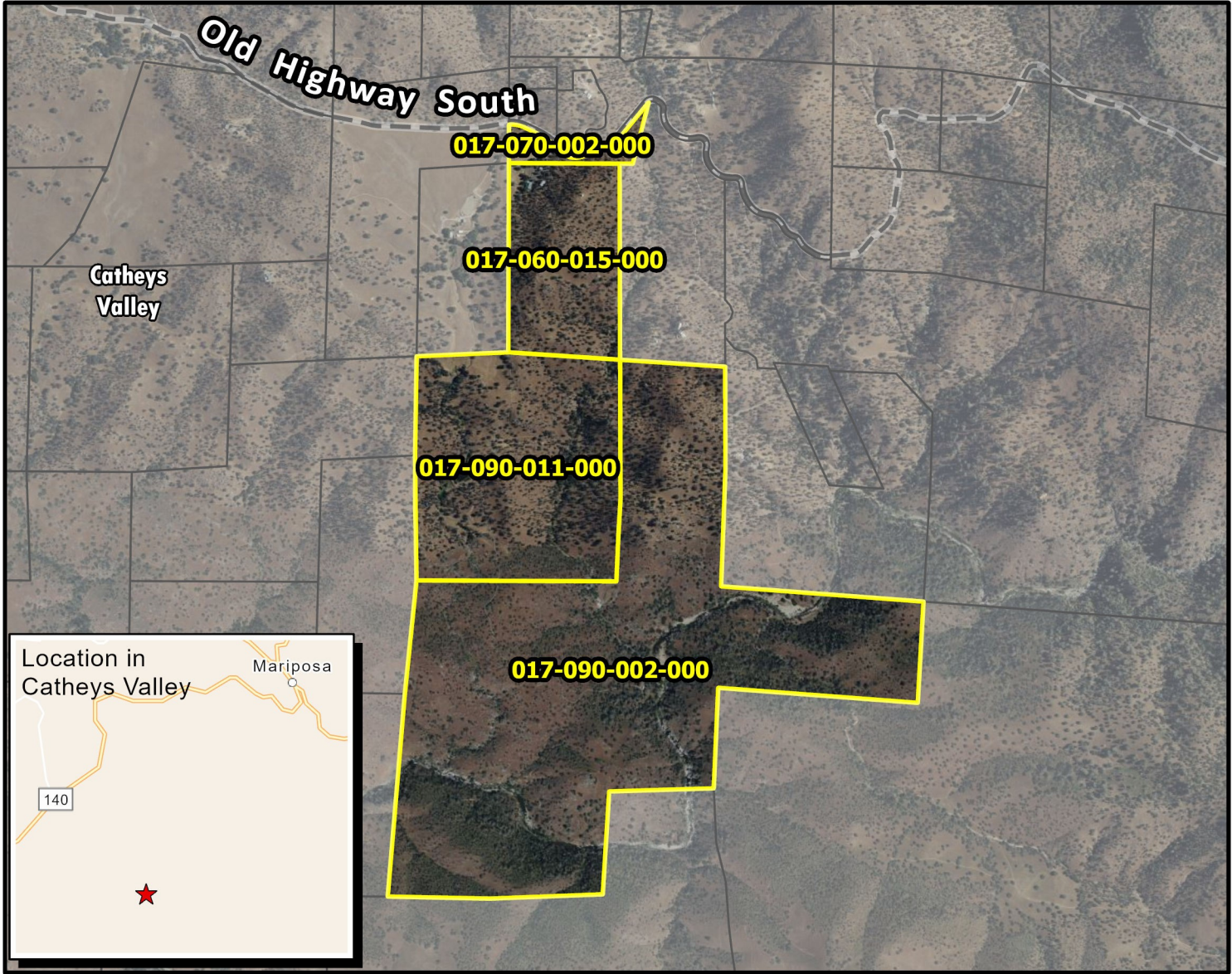
The Land Conservation Act promotes the preservation and development of agricultural lands, as encouraged by the Agricultural Element and its emphasis on preserving agricultural lands (Section 10.1.01 of The General Plan) and maintaining the rural character of the county (Section 10.1.04 of The General Plan). The Conservation and Open Space Element confirms the importance of maintaining the open space nature of the county. This project will result in the execution of a Land Conservation Act contract, which is a 20-year commitment to agriculture and open space uses for the site. The preserve is consistent with the General Plan. The current and past use of the property is for agricultural purposes. This finding is made in accordance with Section 51234 of Government Code.

2. **FINDING:** The contract will continue to meet the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve because approval of the requested Land Conservation Act contracted lands would be 750.69 +/- acres. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.
3. **FINDING:** The contract will be large enough to sustain a commercial agricultural use (dryland grazing). Objective evidence has been submitted that the properties have been used for grazing.
4. **FINDING:** The increase in total contracted acreage is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this modification will have any effect on adjacent agricultural uses.
5. **FINDING:** The approval of the Land Conservation Act Contract is based upon review of the project specific and site-specific details of this case, as well as the needs of the applicants.
6. **FINDING:** This project is Categorically Exempt based on the following: California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

EXHIBIT 2
RECOMMENDED CONDITIONS/STEPS OF APPROVAL
FOR
Land Conservation Act No. 2023-143

1. **Preparation of Legal Description (APPLICANT'S RESPONSIBILITY):** Prior to recordation of the Land Conservation Act Contract, a typed, stamped, and signed copy of the approved legal description for the land that is to be placed under the new contract must be provided by the applicant to Mariposa Planning.
2. **Preparation of the Land Conservation Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, the Land Conservation Act Contract will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original contract to the property owner(s) involved in the application. As two of the parcels do not meet the minimum of 160 acres for an LCA contract pursuant to the Board of Supervisors Resolution 10-150, a provision prohibiting the sale of parcels individually during the term of the contract will be included which encumber all four parcels. The provision shall read as follows; "APNs 017-060-012, 017-070-002, 017-090-002 and 017-090-011 as described in Exhibit A, shall be managed together for the life of the contract. The sale of any of these parcels separately is prohibited and will be in direct violation of the contract."
3. **Signing and Notarizing the Land Conservation Act Contract (APPLICANT'S RESPONSIBILITY):** The contract must be signed by the property owner(s), and the signature(s) must be notarized.
4. **Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Process.

Mariposa County Planning Department Project Vicinity Map



0 1,000 2,000 Feet
1:24,000

PROJECT TYPE: LAND CONSERVATION ACT 2023-143

APPLICANT: CRAIG AND BETH MATHIS

APN: 017-090-002-000, 017-060-015-000, 017-090-011-000, 017-070-002-000

SITE ADDRESS: 3000 OLD HIGHWAY, CATHEYS VALLEY, CALIFORNIA 95306

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

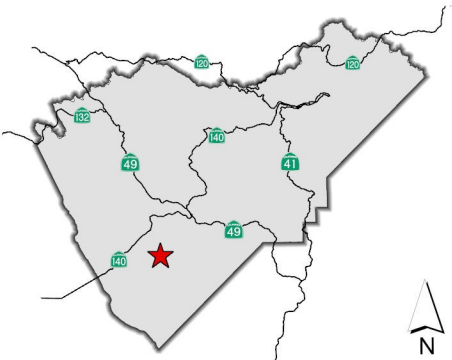
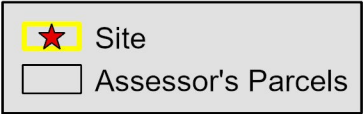
Map Date: Friday, October 25, 2024

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 09/2023

Map Credit: Ethan Smith, GIS Specialist



Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
<http://www.mariposacounty.org/planning>



Location in Mariposa County

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

230201



**LAND CONSERVATION ACT (WILLIAMSON ACT)
CONTRACT APPLICATION**

Mariposa County Planning Department

5100 Bullion Street, P.O. Box 2039

Mariposa, CA 95338

Telephone (209) 966-5151 FAX (209) 742-5024

www.mariposacounty.org planningdept@mariposacounty.org

RECEIVED

FOR OFFICE USE ONLY

Date Submitted OCT 31 2023 Received By [Signature]

Fees Paid \$250 Mariposa County Planning Department Receipt No. 33376 Received By [Signature]

Application No. 2023-143 Application Complete _____

Final Action _____ Date _____

Applicant:

Name Craig L Mathis, Manager

Mailing Address 13561 W Manhattan-Monee RD
Manhattan, IL 60442

Daytime Telephone (708) 280-1224

E-Mail Address cmathis@gemathis.com

Agent: (if applicable)

() _____

Property Owner Name(s)*

CBM Ranch, LLC 3000 Old Hwy Catheys Valley, CA 95306 a California, limited liability company.

(LLC owned by Craig L Mathis & Beth L Mathis in Trusts)

*If different than applicant, attach letter of authorization or other document that authorizes the applicant to submit an application on the owner's behalf. Applicant must also be a lessee, purchaser in escrow, or optionee of the subject property. If there is more than one property owner, please list the name and mailing address of all other individuals holding an interest.

230201

Property Information:

Assessor's Parcel Number (APN):	Acreage:	Land Use Classification:	Zoning:
017-090-002-000	489	Agricultural/Working Landscape	Agricultural Exclusive
017-060-015-000	85	Agricultural/Working Landscape	Agricultural Exclusive
017-090-011-000	165.55	Agricultural/Working Landscape	Agricultural Exclusive
017-070-002-000	11.14	Agricultural/Working Landscape	Agricultural Exclusive

Present use of property:

Ranching/Grazing

Date the property was acquired by applicant:

07/10/2023

Deed Reference Volume 20231676 Page 3

- I. Applicant requests that Agricultural Preserve of less than 100 acres be established by Mariposa County Board of Supervisors due to the following unique characteristics of the agricultural enterprise:

Various parcels are contiguous to each other and all parcels contain pastures and are grazed.

- II. The names and addresses of the holders of First Trust deeds upon said property included in the application: (Note Trust Deed Beneficiary must sign Consent to Execute Land Conservation Contract by land owner attached to the contract.)

Assessors Parcel Number	Trust Deed Beneficiary	Mailing Address
	N/A	

REQUIRED SIGNATURE(S)

Affidavit

I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

<u>Property Owner (printed name):</u> Craig L Mathis	<u>2nd Property Owner (printed name):</u> Beth L Mathis	<u>Applicant (printed name):</u> Craig L Mathis
<u>Property Owner (signature):</u> 	<u>2nd Property Owner (signature):</u> 	<u>Applicant (signature):</u> 
Date: 10/30/2023	Date: 10/30/2023	Date: 10/30/2023

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that if the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, the next page must also be signed.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.

October 27, 2023

Kaitlyn Casner

Agriculture Advisory Committee

Mariposa County, California

Russell M. Bryson

2403 Corbett Creek Rd.

Catheys Valley, CA 95306

Subject: Williamson Act.
Mariposa County

Property: CBM Ranch, LLC (Craig Mathis, Beth Mathis Owners)
3000 Old Hwy
Catheys Valley, California 95306
(Formerly, Bitmore Ranch)

Dear Kaitlyn

I have personally been involved in cattle production on the above subject property since November of 1999. This property has been well suited for Cow Calf operation. The terrain is from small open range pastures to steep brush cover hills. In my experience, being involved with this property, it can run 70 to 80 late fall calving cows with the addition of summer permanent pasture. Currently, the ranch is maintaining 40 mother cows year-round with supplement hay.

During the time, I have been involved with the previous owners, this land has been used solely for cattle production. No other farm commodity has been produced on its premises. The effects of the drought from the last few years has made ranching very difficult, however, in my opinion this property is being used to its highest and best use.

Sincerely

Russell M Bryson





ASSESSOR-RECORDER

Assessor (209) 966-2332

Recorder (209) 966-5719

AGRICULTURAL PRESERVE QUESTIONNAIRE (PLEASE COMPLETELY ANSWER ALL QUESTIONS)

1) Describe present use of property:

Assessor's Parcel No.	Acres	Uses
017-090-002-000	489	Ranching/Grazing
017-060-015-000	85	Ranching/Grazing
017-090-011-000	165.55	Ranching/Grazing
017-070-002-000	11.14	Ranching/Grazing

2) Is this property leased or rented to others? Yes ☒ No ☐

a) Name and address of tenant:

Russell Bryson, 2403 Corbett Creek Road Catheys Valley, CA 95306

David Regert, 6662 N HWY 59 Merced, CA 95348

b) Has property been rented the last 3 years? Yes ☒ No ☐

c) If so, what was the rent for each of these years? 1) \$13,000 2) \$13,000 3) \$13,000

d) How long has property been leased to present tenant? 3-Months Under Current Ownership

e) How long is the lease period? 3-Years

f) Who is responsible for maintenance of fences and water systems? Lessee

g) Does rent include structural improvements? Yes ☐ No ☒

h) Has the ranch sold in the last 3 years? Yes ☒ No ☐

i) If yes, what was the purchase price? \$2,100,000.00

j) Are there any hunting clubs on the land? Yes ☐ No ☒

k) Are there any mineral leases? Yes ☐ No ☒

l) Do you sell firewood? Yes ☐ No ☒

m) Any other income from the land or buildings? Yes ☐ No ☒

n) Are there barns or corrals on the property? Yes ☒ No ☐

3) What is the carrying capacity of each parcel?

a) Number or acres per pair ²⁵ per steer per heifer per horse

b) What is the in-weight on steers ^{80#} heifers ^{80#}

c) What is the expected gain on steers or heifers for each field? ^{520#}

4) Product is sold by ☒ auction ☐ slaughter house ☐ country buyer ☐ other

5) If property is not leased what would you consider as a fair annual rent per acre? _____

The information contained herein shall be held secret by the Assessor (§ 451, Revenue and Taxation Code).

I hereby swear under penalty of perjury that the above information is true and correct.

Name Haig & Mathis

Date 10/30/2023

Mariposa County Hall of Records

P.O. Box 35, Mariposa, CA 95338

MARIPOSA COUNTY

NOTICE OF EXEMPTION

TO: County Clerk
County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Mariposa County
Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Project Title: Land Conservation Act (LCA) Application No. 2023-143

Project Location: The project site is 3000 & 3002 Old Highway in Catheys Valley.
Assessor Parcel Numbers (APNs) 017-060-015, 85 acres; 017-070-002,
11.14 acres; 017-090-002, 489 acres & 017-090-011, 165.55 acres.

Description of Project: A new LCA Contract for four (4) contiguous parcels totaling 750.95 acres.

Name of Public Agency
Approving Project: Mariposa County Board of Supervisors

Name of Person/Agency
Carrying Out Project: Craig Mathis

Exempt Status: CEQA Guidelines Class 17 §15317 Open Space Contract or Easement

Reason Why
Project Is Exempt: Project is a Land Conservation Act contract where no physical change
will occur.

Lead Agency Contact
Person: Kaitlyn Casner, Planner III

Phone Number: (209) 966-5151

Steve Engfer, Planning Director

Date

LAND CONSERVATION ACT APPLICATION NO. 2023-143

BOARD OF SUPERVISORS MEETING
DECEMBER 10, 2024

ASSESSOR PARCEL NUMBERS

017-060-015, 017-070-002, 017-090-002 & 017-090-011

CBM RANCH, LLC; OWNER

CRAIG MATHIS; APPLICANT



PROJECT DESCRIPTION



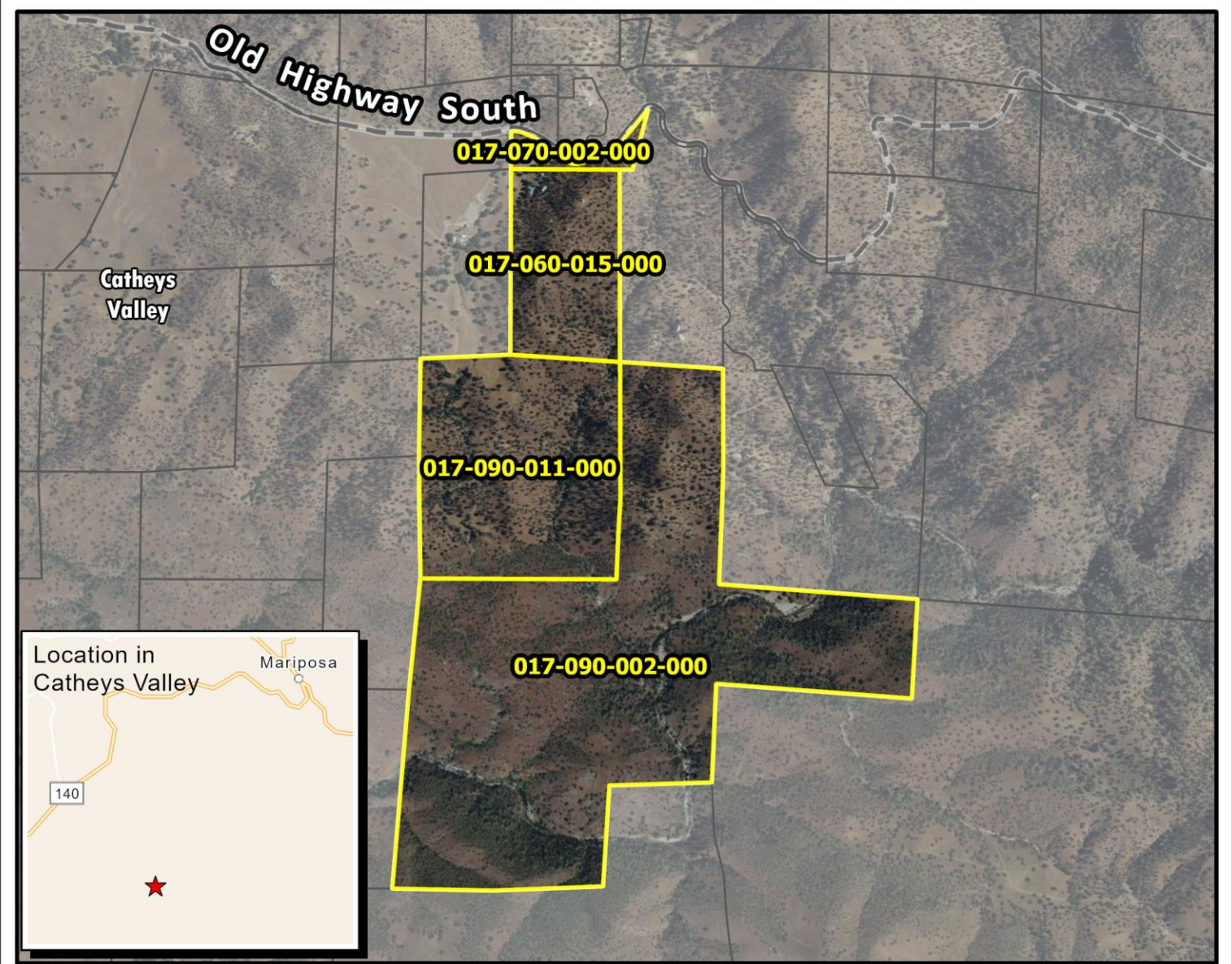
- New Land Conservation (Williamson) Act Contract for four (4) parcels
 - 017-060-015 (85 acres) 3000 Old Highway South, Catheys Valley
 - 017-070-002 (11.14 acres)
 - 017-090-002 (489 acres) 3002 Old Highway South, Catheys Valley
 - 017-090-011 (165.55 acres)

Total acres: **750.95**

- APNs 017-060-015, 017-070-002 & 017-090-002 were previously a part of LCA contract #30, non –renewed on July 11, 2006 at the request of the owner at that time.
- APN 017-060-015 has a single-family residence and accessory structures pertinent to the agricultural operation (i.e. barn, corrals, etc.)

Mariposa County Planning Department

Project Vicinity Map

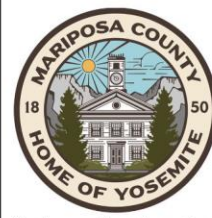


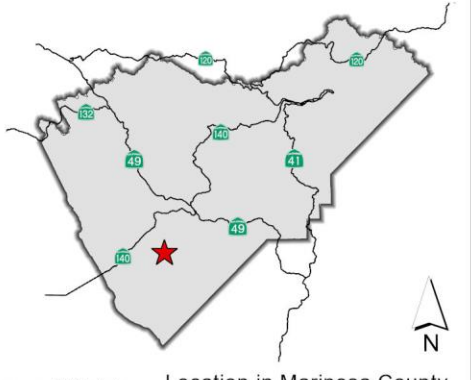
0 1,000 2,000 Feet
1:24,000

PROJECT TYPE: LAND CONSERVATION ACT 2023-143
APPLICANT: CRAIG AND BETH MATHIS
APN: 017-090-002-000, 017-060-015-000, 017-090-011-000, 017-070-002-000
SITE ADDRESS: 3000 OLD HIGHWAY, CATHEYS VALLEY, CALIFORNIA 95306

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Map Date: Friday, October 25, 2024
Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 09/2023
Map Credit: Ethan Smith, GIS Specialist

Site
 Assessor's Parcels

 Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
<http://www.mariposacounty.org/planning>

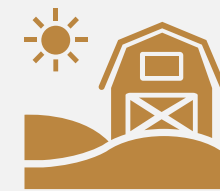
 Location in Mariposa County

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

S:\Admin\Projects\2024\Land Conservation Act 2024-085 UPDATED\Land Conservation Act 2024-085 UPDATED.aprx



Minimum Size – 750. acres
exceeds required 160 acres for
dryland grazing

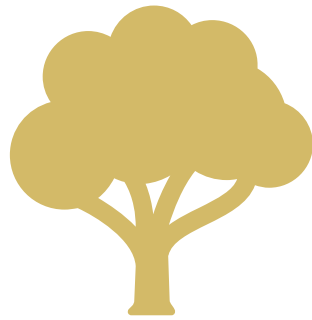


Agricultural Use – parcels have
been used for grazing for the last
three years and will continue



Biennial Report – not required
until properties under contract

CALIFORNIA LAND CONSERVATION ACT



Preserve agricultural and open space lands
by discouraging premature and
unnecessary conversion to urban uses



20-year rolling term
contract with
Mariposa County



Restricted parcels are assessed for
property tax purposes at a significantly
reduced rate vs. potential market value



ENVIRONMENTAL REVIEW

Staff recommends filing of a Notice of Exemption for this project based upon Section 15317 of the California Environmental Quality Act (CEQA) Guidelines.



CRMLS



COMMENTS

- No concerns from various agencies and departments.
- No public comment received.





APPLICATION PROCESS



Agricultural Advisory Committee consideration & recommendation of approval to the Planning Commission
(October 3, 2024)



Planning Commission consideration and recommendation of approval to the Board of Supervisors
(November 15, 2024)



Board of Supervisors consideration and approval





Staff, the Agricultural Advisory Committee and Planning Commission recommends the Board of Supervisors adopt a resolution -

- **Approving Land Conservation Act Contract Application No. 2023-143,**
- **APNs 017-060-015, 017-070-002, 017-090-011 and 017-090-002; CBM Ranch, LLC, owner;**
- **with findings, including a finding that the project is exempt from environmental review.**

THANK YOU

QUESTIONS?





MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-546

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: **PUBLIC HEARING:** to Approve Land Conservation (Williamson) Act Contract
Application Number 2024-085, 3520 Ben Hur Rd., Mariposa, CA 95338, APN: 017-080-059-000, Matthew Dimmick (Applicant)

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: to Approve Land Conservation (Williamson) Act Contract Application Number 2024-085, 3520 Ben Hur Rd., Mariposa, CA 95338, APN: 017-080-059-000, Matthew Dimmick (Applicant).

This action is recommended by the Agricultural Advisory Committee and the Planning Commission.

Please see the attached staff report for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No previous history.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would result in no contract.

FINANCIAL IMPACT

None

ATTACHMENTS

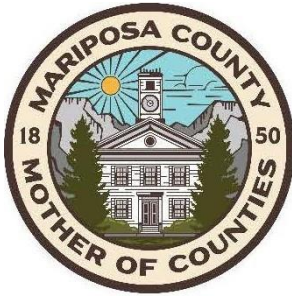
1. Staff Report
2. Attachment A. Board of Supervisors Resolution
3. Attachment B. PC Reso 2024-013
4. Attachment C. Application
5. Attachment D. Vicinity Map
6. Attachment E. NOE
7. Presentation

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District III Supervisor Danette Toso
SECONDER: District IV Supervisor Wayne Forsythe

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

EXCUSED: District V Supervisor Menetrey



MARIPOSA PLANNING STAFF REPORT

From: Steve Engfer, Planning Director

Prepared By: Kaitlyn Casner, Planner III

Board of Supervisors Meeting Date: December 10, 2024

PROJECT: **Land Conservation Act (LCA) Application No. 2024-085** proposes one (1) parcel for a new Land Conservation (Williamson) Act contract totaling 210.09 +/- acres.

LOCATION: The project is located at 3520 Ben Hur Road.

**ASSESSOR'S
PARCEL
NUMBERS:** 017-080-059 (210.09 acres +/-)

OWNER: **Matthew and Melissa Dimmick.**

APPLICANT: **Matthew Dimmick.**

**GENERAL
PLAN LAND USE:** Agricultural/Working Landscape

ZONING: Agricultural Exclusive

NOTICING: Gazette Ad: November 28, 2024
Mailed Notice: November 20, 2024
Posted Notice: November 20, 2024

PROCESS:

1. Agricultural Advisory Committee consideration and recommendation to the Planning Commission (recommended approval on October 3, 2024).
2. Planning Commission consideration and recommendation to the Board of Supervisors (recommended approval on November 15, 2024).
3. Board of Supervisors consideration and approval (current step).

**COMMISSION
ACTION:** Staff, the Agricultural Advisory Committee and the Planning Commission recommend the Board of Supervisors adopt a resolution approving Land Conservation Act Application No. 2024-085 with findings, including a finding that the project is exempt from environmental review.

Project Description

Land Conservation Act Contract - The property owner requests a new LCA Contract for Assessor Parcel Number (APN) 017-080-059. The total acreage of the LCA contract would be 210.09 +/- acres.

The site is developed with improvements to support the use of range and forage for livestock (cattle) including fences and a shop. The site has been used for cattle grazing and will continue to be used for cattle grazing in the future.

Agricultural Preserve Size and Use

Staff provides review comments pursuant to Mariposa County Resolution No. 10-150 (effective policies).

Minimum Size -- The total acreage of the LCA contracted lands of 210.09 +/- acres exceeds the requirements of 160 acres minimum size (grazing use) for the LCA contract and is therefore, consistent with the minimum size requirement of Mariposa County's Rules of Procedure to Implement the California LCA of 1965 for rangeland and pasture for livestock production and forage of 160 acres or greater (BOS Resolution No. 2010-150).

Agricultural Use -- In order to qualify for inclusion in an agricultural preserve and contract, Mariposa County Policy requires that evidence be submitted that shows that the parcel has been used for agricultural purposes for three (3) years and the agricultural use is and has been used for the purpose of producing an agricultural commodity for commercial uses.

The application included the County Agricultural Preserve Questionnaire which reports that cattle grazing uses occurred over the last three (3) years on the subject parcel and that cattle grazing will continue on the parcel in the future.

Biennial Report -- Mariposa County Policy requires the filing of a biennial report on odd numbered years. A biennial review report filing will be required for all future reporting years while under contract.

California Land Conservation (Williamson) Act

The California Land Conservation Act or Williamson Act was passed to preserve agricultural and open space lands by discouraging premature and unnecessary conversion to urban uses. Private landowners voluntarily restrict their land to agricultural uses under a 20-year rolling term contract with Mariposa County. In return, restricted parcels are assessed for property tax purposes at a significantly reduced rate (approximately 75% less) rather than at their potential market value. Because the contracts are "rolling terms", there are always 20 years remaining in a contract (unless the contract is non-renewed).

The purpose of the Williamson Act includes the following:

- Preservation of the maximum amount of the limited supply of agricultural land is necessary.

- Discouragement of premature and unnecessary conversion of agricultural land to urban uses is in the public interest and is a benefit to the state.
- Agricultural lands have important and valuable open space aspects in an urbanizing society and should be kept in production.

Procedural Requirements

California Environmental Quality Act (CEQA):

In order to approve a project, including this project, a CEQA or environmental determination must be made by the lead agency (the government agency which has action authority over the permit). The Land Conservation Act contract is exempt from CEQA pursuant to: CEQA Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

Fish & Wildlife Fees:

Because the project is exempt from environmental review, the Department of Fish and Wildlife Fees for the filing of a Negative Declaration does not apply to the project. Filing the Notice of Exemption is optional for the applicants. If filed, a County administrative filing fee of \$50.00 for each notice will be required. One notice of Exemption can be used for the applications.

Agricultural Advisory Committee:

Pursuant to Section 2.110.060.C, County Code, the Agricultural Advisory Committee:

“shall provide comment, recommendation, and advice to the Planning Commission, Board of Supervisors and its personnel on the following matters: ...C. Review and provide recommendations on applications for new Williamson Act (Land Conservation Act) contracts, applications for cancellation of Williamson Act (Land Conservation Act) contracts, and non-renewal of Williamson Act (Land Conservation Act) contracts...”

The application was reviewed by the Agricultural Advisory Committee (AAC) at their meeting on October 3, 2024. The AAC recommended the Planning Commission adopt a resolution recommending the Board of Supervisors adopt a resolution approving Land Conservation Act Application No. 2024-085 with findings, including a finding that the project is exempt from environmental review.

The Planning Commission considered the application, AAC recommendation and staff report and made a recommendation for approval to the Board of Supervisors on November 15, 2024.

The Board of Supervisors will consider the Planning Commission recommendation and take action on the project. The Board of Supervisors is the final approval authority for the Land Conservation Act Contract.

Department of Conservation:

The Department of Conservation is a State Agency which performs primarily educational and resource functions to the local agencies which are empowered to interpret and implement the California Land Conservation Act in their jurisdictions. Standard procedure is that the LCA contract be sent to them upon completion.

Agency

Comments: Planning requested comments on the applications from the Mariposa County Agricultural Commissioner Department, Assessor Department, and Mariposa County Resource Conservation District. No agency comments have been received for the projects. If comments are received prior to the Board of Supervisors hearing, then copies will be provided to the Board of Supervisors.

Public

Comments: No public comment has been received.

Options: The Board of Supervisors may recommend approval or modification of any of the proposed actions. In addition, the Commissioners can amend the environmental determination.

Recommended Project Findings and Conditions are as shown in the attached Board of Supervisors Resolution.

ATTACHMENTS:

- A. Board of Supervisors Resolution
- B. Planning Commission Resolution No. 2024-013
- C. Vicinity Map
- D. Application
- E. Notice of Exemption

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution

No. XX-XXX

A resolution approving Land Conservation Act Contract Application No. 2024-085; APN 017-080-059; Matthew and Melissa Dimmick, owner; Matthew Dimmick, applicant.

WHEREAS, an application for a Land Conservation Act Contract was received on the 28th day of June, 2024, from Matthew and Melissa Dimmick, for property located at 3520 Ben Hur Road in Mariposa, also known as Assessor Parcel Number 017-080-059; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, the property has been used for agricultural purposes for a minimum of three years; and

WHEREAS, the Planning Department determined that the establishment of a new Agricultural Preserve and execution of new Land Conservation Act Contracts on the properties is an action that is categorically exempt from the provisions of the California Environmental Quality Act; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, a project review was scheduled for the duly noticed Agricultural Advisory Committee meeting of the 3rd day of October, 2024; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed date and considered all of the information in the public record, including the Staff Report, and environmental determination pursuant to the California Environmental Quality Act, California Government Code, Mariposa County Code, and local administrative procedures including their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning Commission recommend that the Board of Supervisors approve the Agricultural Preserve on the subject property and enter into a Land Conservation Act Contract with the applicant covering the subject property; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was scheduled for the 15th of November, 2024; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicant; and

WHEREAS, at the duly noticed Planning Commission meeting on the 15th day of November, 2024, the Planning Commission adopted Resolution No. 2024-013 recommending the Board of Supervisors approve LCA Application No. 2024-085.

NOW THEREFORE, BE IT RESOLVED THAT that the Board of Supervisors of Mariposa County find the project is exempt from the California Environmental Quality Act.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors of Mariposa County approves Land Conservation Act Contract Application No. 2024-085 and establishes an Agricultural Preserve on the subject property and enter into one Land Conservation Act Contract with the applicant, covering the subject property as requested by the application and authorizes the Board of Supervisors Chair to sign the agreement.

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted this 10th day of December, 2024, by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

Miles Menetrey, Chair
Mariposa County Planning Commission

Attest:

Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

Steven W. Dahlem
County Counsel

EXHIBIT 1
FINDINGS OF APPROVAL
FOR
Land Conservation Act No. 2024-085

Land Conservation Act Contract:

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law). The following findings are made:

1. **FINDING:** The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the General Plan as a whole and will not obstruct the achievement of the Plan's purpose.

The Land Conservation Act promotes the preservation and development of agricultural lands, as encouraged by the Agricultural Element and its emphasis on preserving agricultural lands (Section 10.1.01 of The General Plan) and maintaining the rural character of the county (Section 10.1.04 of The General Plan). The Conservation and Open Space Element confirms the importance of maintaining the open space nature of the county. This project will result in the execution of a Land Conservation Act contract, which is a 20-year commitment to agriculture and open space uses for the site. The preserve is consistent with the General Plan. The current and past use of the property is for agricultural purposes. This finding is made in accordance with Section 51234 of Government Code.

2. **FINDING:** The contract will continue to meet the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve because approval of the requested Land Conservation Act contracted lands would be 210.09 +/- acres. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.
3. **FINDING:** The contract will be large enough to sustain a commercial agricultural use (dryland grazing). Objective evidence has been submitted that the properties have been used for grazing.
4. **FINDING:** The increase in total contracted acreage is will not result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this modification will have any effect on adjacent agricultural uses.
5. **FINDING:** The approval of the Land Conservation Act Contract is based upon review of the project specific and site-specific details of this case, as well as the needs of the applicants.
6. **FINDING:** This project is Categorically Exempt based on the following: California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

EXHIBIT 2
CONDITIONS/STEPS OF APPROVAL
FOR
Land Conservation Act No. 2024-085

1. **Preparation of Legal Description (APPLICANT'S RESPONSIBILITY):** Prior to recordation of the Land Conservation Act Contract, a typed, stamped, and signed copy of the approved legal description for the land that is to be placed under the new contract must be provided by the applicant to Mariposa Planning.
2. **Preparation of the Land Conservation Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, the Land Conservation Act Contract will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original contract to the property owner(s) involved in the application.
3. **Signing and Notarizing the Land Conservation Act Contract (APPLICANT'S RESPONSIBILITY):** The contract must be signed by the property owner(s), and the signature(s) must be notarized.
4. **Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Process.

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION**

Resolution

No. 2024-013

A resolution recommending that the Board of Supervisors approve Land Conservation Act Contract Application No. 2024-085; APN 017-080-059; Matthew and Melissa Dimmick, owner; Matthew Dimmick, applicant.

WHEREAS, an application for a Land Conservation Act Contract was received on the 28th day of June, 2024, from Matthew and Melissa Dimmick, for property located at 3520 Ben Hur Road in Mariposa, also known as Assessor Parcel Number 017-080-059; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, the property has been used for agricultural purposes for a minimum of three years; and

WHEREAS, the Planning Department determined that the establishment of a new agricultural preserve and execution of new Land Conservation Act Contracts on the properties is an action that is categorically exempt from the provisions of the California Environmental Quality Act; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, a project review was scheduled for the duly noticed Agricultural Advisory Committee meeting of the 3rd day of October, 2024; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed date and considered all of the information in the public record, including the Staff Report, and environmental determination pursuant to the California Environmental Quality Act, California Government Code, Mariposa County Code, and local administrative procedures including their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning Commission recommend that the Board of Supervisors approve the Agricultural Preserve on the subject property and enter into a Land Conservation Act Contract with the applicant covering the subject property; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was scheduled for the 15th of November, 2024; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicant.

NOW THEREFORE, BE IT RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors find the project is exempt

from the California Environmental Quality Act Pursuant to the California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

BE IT THEREFORE FURTHER RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors approve Land Conservation Act Contract Application No. 2024-085 and establish an Agricultural Preserve on the subject properties and enter into one Land Conservation Act Contract with the applicant, covering the subject property as requested by the application.

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

ON MOTION BY Commissioner Smith, seconded by Commissioner Herman, this resolution is duly passed and adopted this 15th of November by the following vote:

AYES: Baggett, Gray, Herman, Smith, McCamman

NOES: None

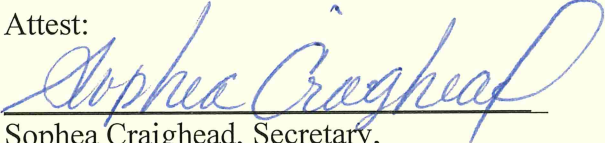
EXCUSED: None

ABSTAIN: None



Art Baggett, Chair
Mariposa County Planning Commission

Attest:



Sophea Craighead, Secretary,
Mariposa County Planning Commission

EXHIBIT 1
RECOMMENDED FINDINGS OF APPROVAL
FOR
Land Conservation Act No. 2024-085

Land Conservation Act Contract:

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law). The following findings are made:

1. **FINDING:** The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the General Plan as a whole and will not obstruct the achievement of the Plan's purpose.

The Land Conservation Act promotes the preservation and development of agricultural lands, as encouraged by the Agricultural Element and its emphasis on preserving agricultural lands (Section 10.1.01 of The General Plan) and maintaining the rural character of the county (Section 10.1.04 of The General Plan). The Conservation and Open Space Element confirms the importance of maintaining the open space nature of the county. This project will result in the execution of a Land Conservation Act contract, which is a 20-year commitment to agriculture and open space uses for the site. The preserve is consistent with the General Plan. The current and past use of the property is for agricultural purposes. This finding is made in accordance with Section 51234 of Government Code.

2. **FINDING:** The contract will continue to meet the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve because approval of the requested Land Conservation Act contracted lands would be 210.09 +/- acres. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.
3. **FINDING:** The contract will be large enough to sustain a commercial agricultural use (dryland grazing). Objective evidence has been submitted that the properties have been used for grazing.
4. **FINDING:** The increase in total contracted acreage is will not result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this modification will have any effect on adjacent agricultural uses.
5. **FINDING:** The approval of the Land Conservation Act Contract is based upon review of the project specific and site-specific details of this case, as well as the needs of the applicants.
6. **FINDING:** This project is Categorically Exempt based on the following: California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

EXHIBIT 2
RECOMMENDED CONDITIONS/STEPS OF APPROVAL
FOR
Land Conservation Act No. 2024-085

1. **Preparation of Legal Description (APPLICANT'S RESPONSIBILITY):** Prior to recordation of the Land Conservation Act Contract, a typed, stamped, and signed copy of the approved legal description for the land that is to be placed under the new contract must be provided by the applicant to Mariposa Planning.
2. **Preparation of the Land Conservation Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, the Land Conservation Act Contract will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original contract to the property owner(s) involved in the application.
3. **Signing and Notarizing the Land Conservation Act Contract (APPLICANT'S RESPONSIBILITY):** The contract must be signed by the property owner(s), and the signature(s) must be notarized.
4. **Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Process.



**LAND CONSERVATION ACT
(WILLIAMSON ACT) CONTRACT APPLICATION**

Mariposa County Planning Department

5100 Bullion Street, P.O. Box 2039

Mariposa, CA 95338

Telephone (209) 966-5151 FAX (209) 742-5024

www.mariposacounty.org planningdept@mariposacounty.org

RECEIVED

JUN 28 2024

FOR OFFICE USE ONLY

Date Submitted

Mariposa County Planning Department

Received By

KE

Fees Paid \$

2,242.00

Receipt No.

Received By

Application No.

2024-085

Application Complete

Final Action

Date

Applicant:

Agent: (if applicable)

Name Matthew Dimmick

Mailing Address 6298 Snell Ave

San Jose, CA 95123

Daytime Telephone (650) 867-6366

E-Mail Address mddimmick@gmail.com

Property Owner Name(s)*

Matthew Dimmick

Melissa Dimmick

*If different than applicant, attach letter of authorization or other document that authorizes the applicant to submit an application on the owner's behalf. Applicant must also be a lessee, purchaser in escrow, or optionee of the subject property. If there is more than one property owner, please list the name and mailing address of all other individuals holding an interest.

Property Information:Assessor's Parcel Number (APN):
Zoning:

Acreage:

Land Use Classification:

017-080-059-000

210

Present use of property:

Pasture/rangeland

Date the property was acquired by applicant:

5/21/2021

Deed Reference Volume _____ Page _____

- I. Applicant requests that Agricultural Preserve of less than 100 acres be established by Mariposa County Board of Supervisors due to the following unique characteristics of the agricultural enterprise:

- II. The names and addresses of the holders of First Trust deeds upon said property included in the application: (Note Trust Deed Beneficiary must sign Consent to Execute Land Conservation Contract by land owner attached to the contract.)

Assessors Parcel Number

Trust Deed Beneficiary

Mailing Address

REQUIRED SIGNATURE(S)

Affidavit

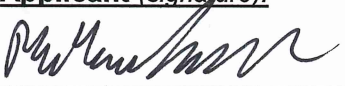
I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

Property Owner (printed name): Matthew Dimmick	2nd Property Owner (printed name): Melissa Dimmick	Applicant (printed name): Matthew Dimmick
Property Owner (signature): 	2nd Property Owner (signature): 	Applicant (signature): 
Date: 6/23/2024	Date: 6/23/24	Date: 6/23/2024

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that if the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, the next page must also be signed.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.

PROPERTY DESCRIPTION

All that certain real property situated in the County of Mariposa, State of California, more particularly described as follows:

A tract of land in a portion of Sections 23 and 24, Township 6 South, Range 18 East, M.D.B.&M., according to the United States Government Township Plats, County of Mariposa, State of California, said tract of land being more particularly described as follows:

All that portion of the South half of the Northwest quarter and the South half of the Northeast quarter of said Section 23 lying east of the centerline of that certain Mariposa County Road known as Ben Hur Road.

Together with the Southwest quarter of the Northwest quarter and the North half of the Southwest quarter of said Section 24.

Also Together with all that portion of the North half of the Southeast quarter quarter of said Section 24 lying Northwesterly of the centerline of that certain Mariposa County Road known as Silver Bar Road.

END OF DOCUMENT

Tax Area Code
5000

17-080

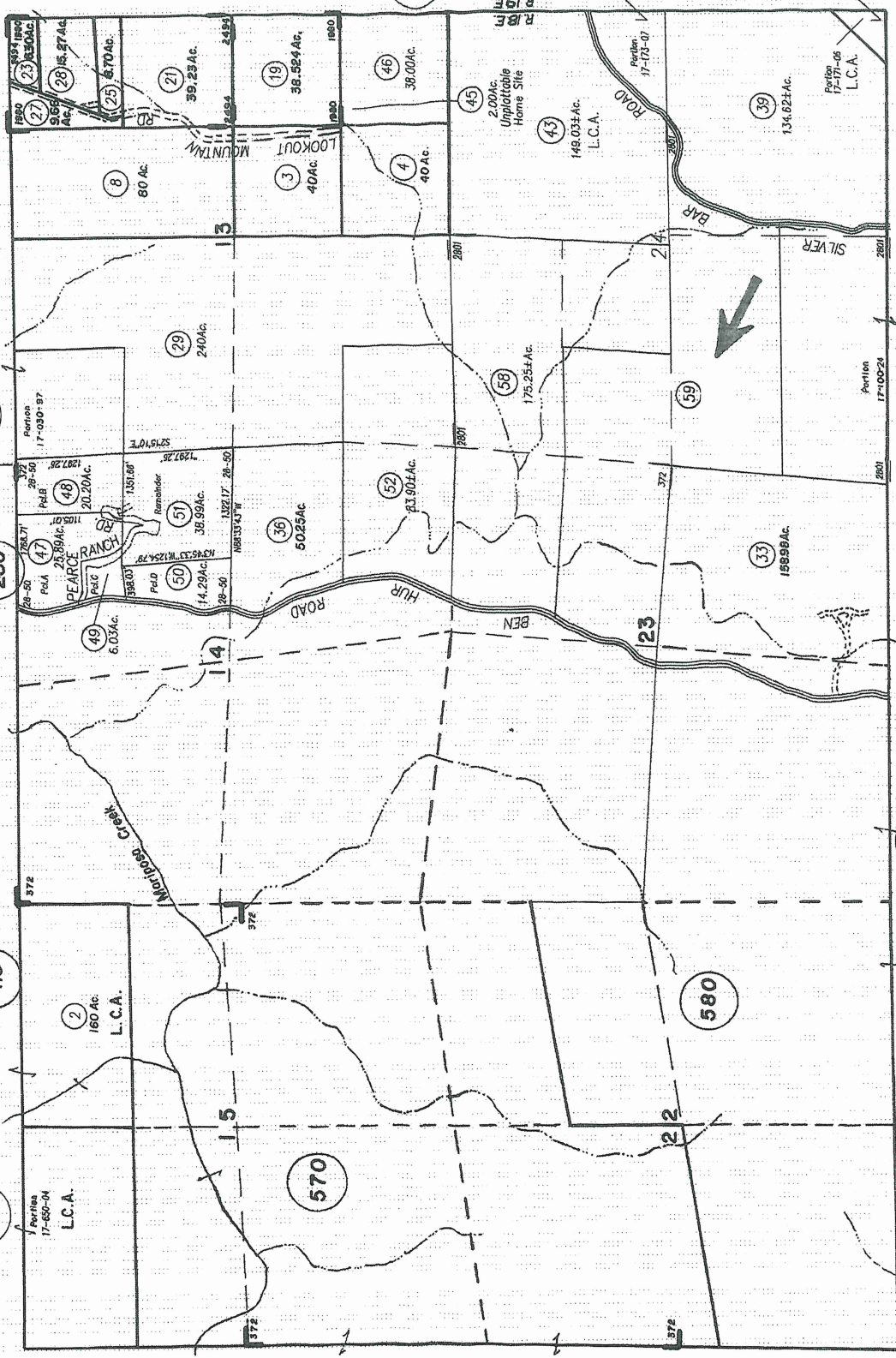
PORTION T.6S., R.18E., M.D.B.&M.

030

280

410

650



R.S. 372
1980
2494
2801

P.M. 28-50

100 ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL DESCRIPTIONS.
NOTE- Assessor's Parcel Numbers Shown in Small Circles.

Assessor's Map B.17-Pg.080
County of Mariposa, Calif.
2009



ASSESSOR-RECORDER

Assessor (209) 966-2332

Recorder (209) 966-5719

AGRICULTURAL PRESERVE QUESTIONNAIRE (PLEASE COMPLETELY ANSWER ALL QUESTIONS)

1) Describe present use of property:

Assessor's Parcel No.	Acres	Uses
017-080-059-000	210	Pasture/rangeland

2) Is this property leased or rented to others? Yes ☒ No ☐

a) Name and address of tenant:

Joe Pimentel

10486 N Airport Rd

Columbia, CA 95310

b) Has property been rented the last 3 years? Yes ☒ No ☐

c) If so, what was the rent for each of these years? 1) 1865.18 2) 1686.15 3) 1686.15

d) How long has property been leased to present tenant? 3 Years

e) How long is the lease period? 6 Months

f) Who is responsible for maintenance of fences and water systems? Lessee

g) Does rent include structural improvements? Yes ☐ No ☒h) Has the ranch sold in the last 3 years? Yes ☐ No ☒

i) If yes, what was the purchase price?

j) Are there any hunting clubs on the land? Yes ☐ No ☒k) Are there any mineral leases? Yes ☐ No ☒l) Do you sell firewood? Yes ☐ No ☒m) Any other income from the land or buildings? Yes ☐ No ☒n) Are there barns or corrals on the property? Yes ☐ No ☒

3) What is the carrying capacity of each parcel?

a) Number or acres per pair ^{8.4} per steer per heifer per horseb) What is the in-weight on steers ^{250 lbs} heifers ^{250 lbs}c) What is the expected gain on steers or heifers for each field? ^{300 lbs}4) Product is sold by ☐ auction ☐ slaughter house ☒ country buyer ☐ other

5) If property is not leased what would you consider as a fair annual rent per acre? \$10.00

The information contained herein shall be held secret by the Assessor (§ 451, Revenue and Taxation Code).

I hereby swear under penalty of perjury that the above information is true and correct.

Name

Date

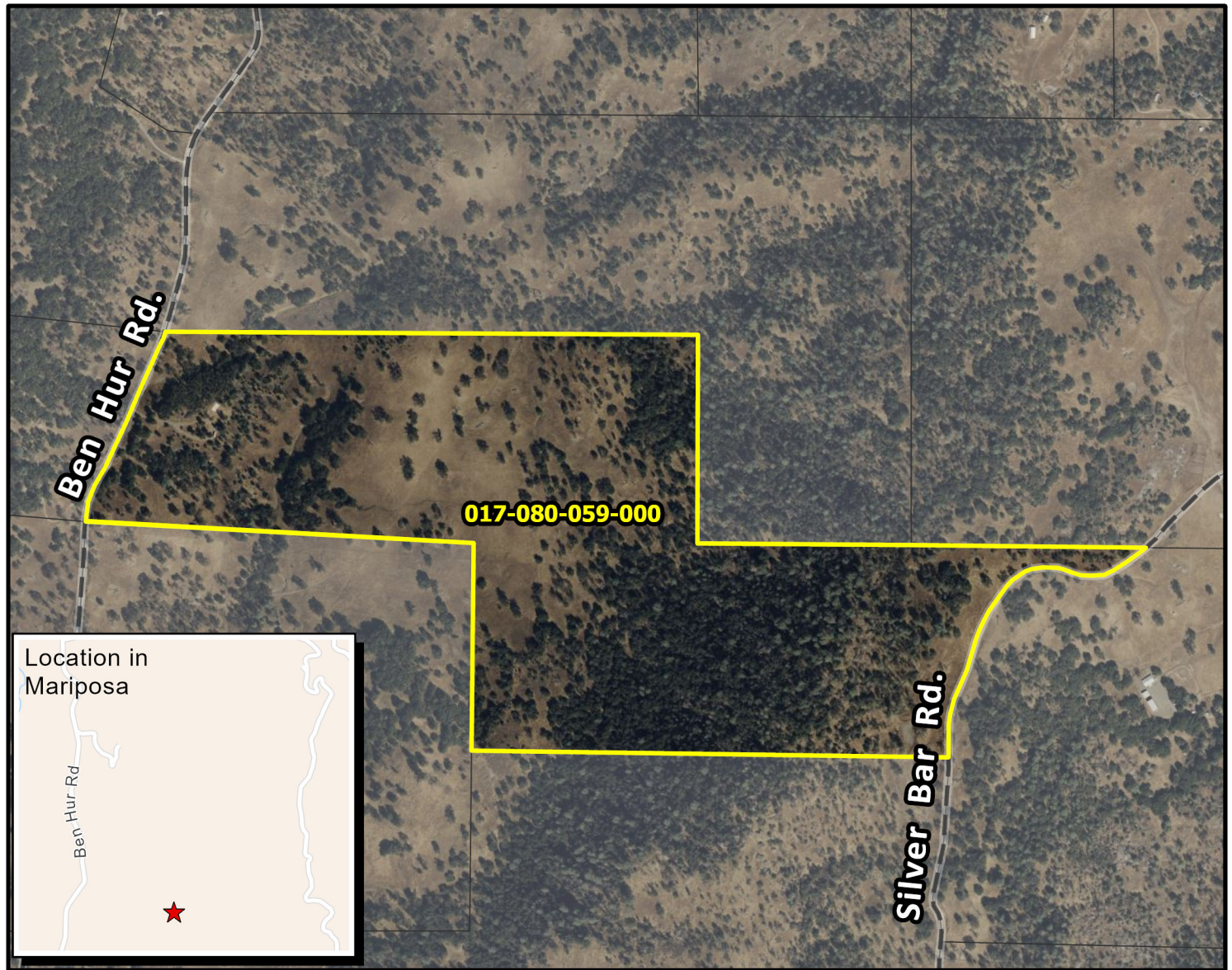
6/24/2024

LCA Page 6 of 10

Mariposa County Hall of Records

P.O. Box 35, Mariposa, CA 95338

Mariposa County Planning Department Project Vicinity Map



0 500 1,000 Feet
1:12,000

PROJECT TYPE: LAND CONSERVATION ACT 2024-085

APPLICANT: MATTHEW DIMMICK

APN: 017-080-059-000

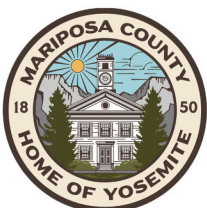
SITE ADDRESS: 3520 BEN HUR RD. , MARIPOSA, CALIFORNIA 95338

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

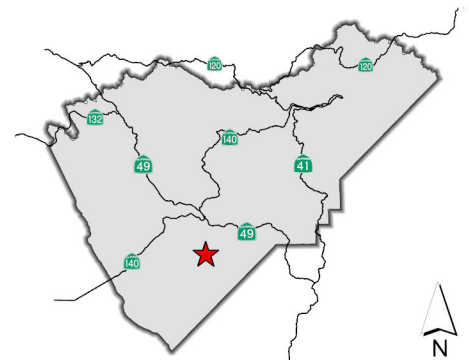
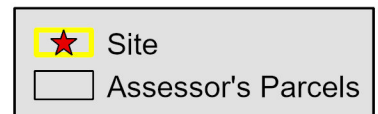
Map Date: Monday, October 21, 2024

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 09/2023

Map Credit: Ethan Smith, GIS Specialist



Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
<http://www.mariposacounty.org/planning>



Location in Mariposa County

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

MARIPOSA COUNTY

NOTICE OF EXEMPTION

TO: County Clerk
County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Mariposa County
Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Project Title: Land Conservation Act Application No. 2024-085

Project Location: The project site is 3520 Ben Hur Road in Mariposa, CA, Assessor Parcel Number (APN) 017-080-059 (210.09 +/- acres)

Description of Project: A new LCA Contract for one parcel totaling 210.09 +/- acres.

Name of Public Agency
Approving Project: Mariposa County Board of Supervisors

Name of Person/Agency
Carrying Out Project: Matthew Dimmick

Exempt Status: CEQA Guidelines Class 17 §15317 Open Space Contract or Easement

Reason Why
Project Is Exempt: Project is a Land Conservation Act contract where no physical change will occur.

Lead Agency Contact
Person: Kaitlyn Casner, Planner III

Phone Number: (209) 966-5151

Steve Engfer, Planning Director

Date

**LAND CONSERVATION ACT
APPLICATION NO. 2024 085
BOARD OF SUPERVISORS MEETING
DECEMBER 10, 2024**

ASSESSOR PARCEL NUMBER 017-080-059

MATTHEW & MELISSA DIMMICK; OWNER

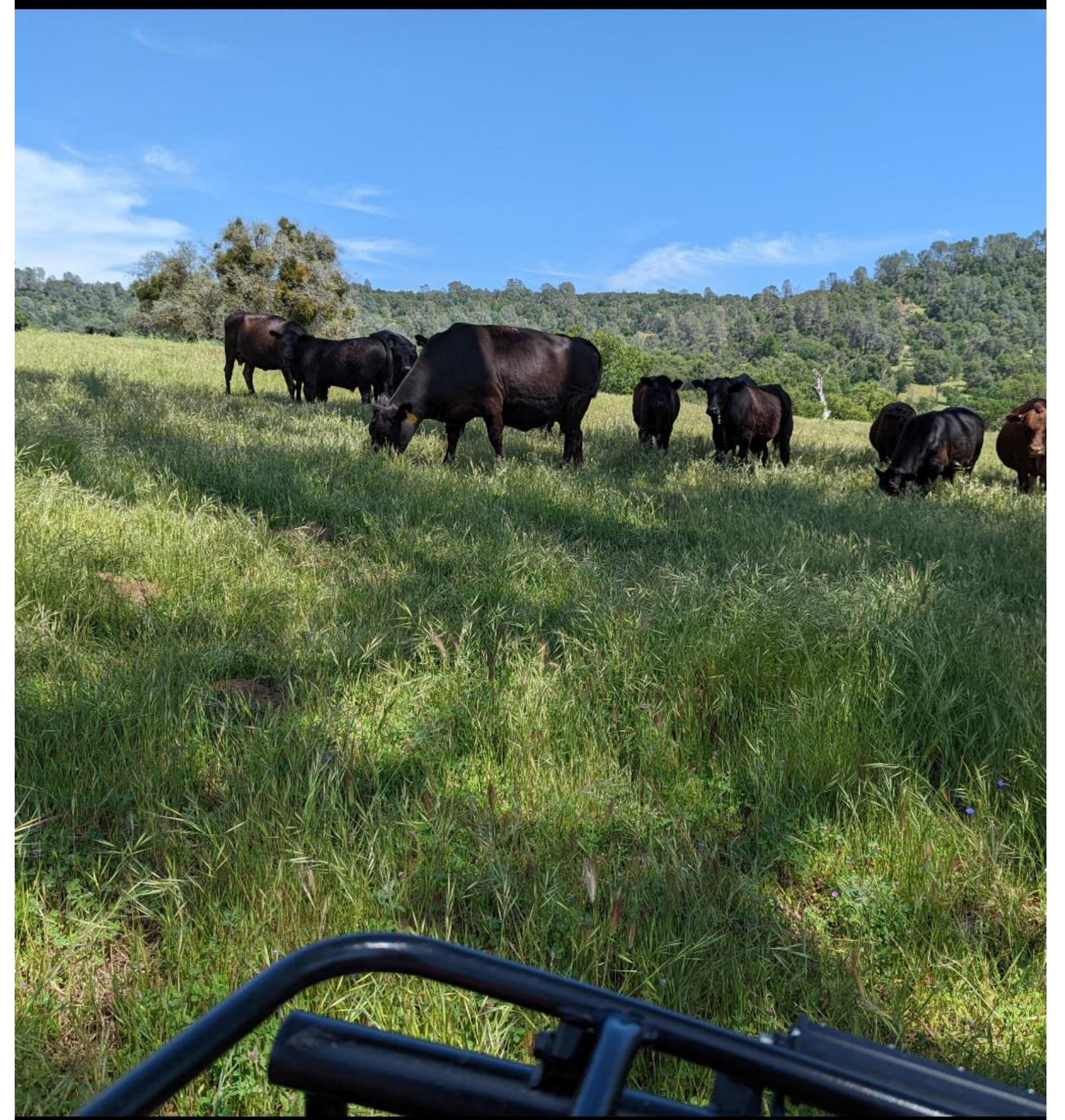
MATTHEW DIMMICK; APPLICANT



PROJECT DESCRIPTION

- NEW LAND CONSERVATION (WILLIAMSON) ACT CONTRACT FOR ONE (1) PARCEL
- APN 017-080-059, 3520 BEN HUR ROAD.
- 210.09 +/- ACRES
- PROPERTY HAS BEEN LEASED FOR RANGELAND FOR CATTLE GRAZING FOR THREE YEARS AND OWNERS PLANS TO CONTINUE THIS USE
- PROPERTY HAS A SHOP BUILDING







Ben Hur Rd.

017-080-059-000

Silver Bar Rd.



Minimum Size – 210.09 +/- acres exceeds required 160 acres for dryland grazing



Agricultural Use – parcels have been used for grazing for the last three years and will continue to be used for this.



Biennial Report – not required until properties under contract



CALIFORNIA LAND CONSERVATION ACT



Preserve agricultural and open space lands
by discouraging premature and
unnecessary conversion to urban uses



20-year rolling term
contract with
Mariposa County



Restricted parcels are assessed for
property tax purposes at a significantly
reduced rate vs. potential market value



ENVIRONMENTAL REVIEW

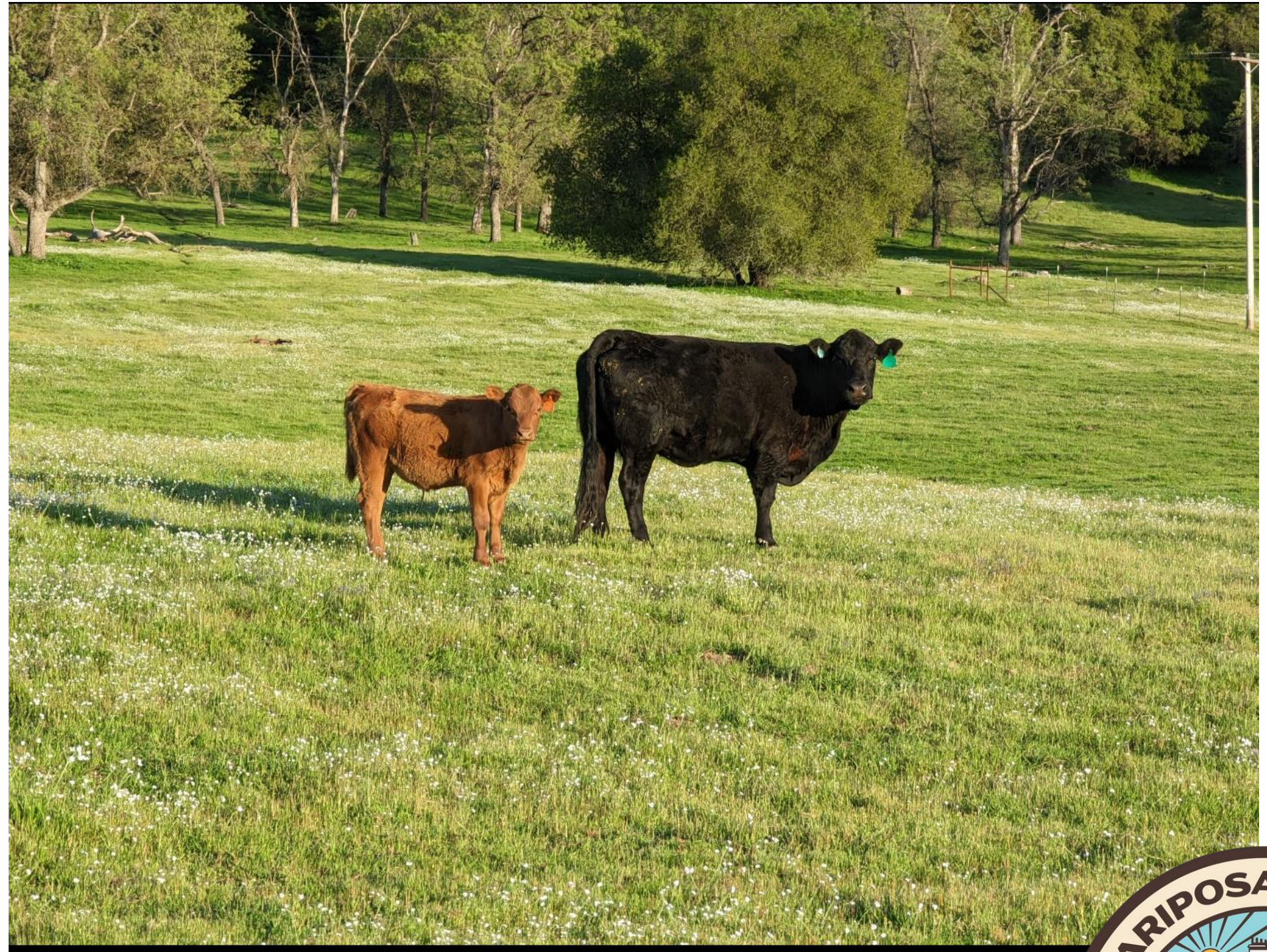


Staff recommends the filing of a Notice of Exemption for this project based upon Section 15317 of the California Environmental Quality Act (CEQA) Guidelines.



COMMENTS

- No concerns from various agencies and department.
- No public comment received.



APPLICATION PROCESS



Agricultural Advisory Committee
consideration and recommendation of
approval to the Planning Commission



Planning Commission consideration and
recommendation of approval to the Board
of Supervisors



Board of Supervisors consideration and
approval



RECOMMENDATION

Staff, the Agricultural Advisory Committee and the Planning Commission recommend the Board of Supervisors adopt a resolution:

- **approving Land Conservation Act Application No. 2024-085**
- **APN 017-080-059; Matthew and Melissa Dimmick, owner; Matthew Dimmick, applicant;**
- **with findings, including a finding that the project is exempt from environmental review.**



QUESTIONS?





MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-547

MEETING: December 10, 2024
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: **PUBLIC HEARING:** to Approve Land Conservation (Williamson) Act Contract
Application Number 2024-095, 3397 Ben Hur Rd., Mariposa, CA 95338, APN: 017-580-003-000, 017-580-004-000, Galen and Vickie Alldrin (Applicant)

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: to Approve Land Conservation (Williamson) Act Contract Application Number 2024-095, 3397 Ben Hur Rd., Mariposa, CA 95338, APN: 017-580-003-000, 017-580-004-000, Galen and Vickie Alldrin (Applicant).

This action is recommended by the Agricultural Advisory Committee and Planning Commission.

Please see the attached staff report for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No previous history.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would result in no contract.

FINANCIAL IMPACT

None

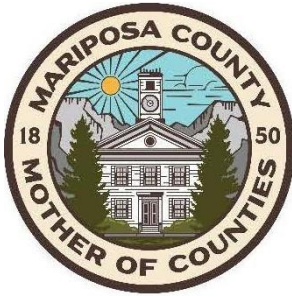
ATTACHMENTS

1. Staff Report
2. Attachment A. Board of Supervisors Resolution
3. Attachment B. PC Reso 2024-014
4. Attachment C. Vicinity Map
5. Attachment D. Application
6. Attachment E. NOE
7. Presentation

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District II Supervisor Shannon Poe

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



MARIPOSA PLANNING STAFF REPORT

From: Steve Engfer, Planning Director

Prepared By: Kaitlyn Casner, Planner III

Board of Supervisors Meeting Date: December 10, 2024

PROJECT: **Land Conservation Act (LCA) Application No. 2024-095** proposes a new Land Conservation (Williamson) Act contract for two (2) parcels totaling 445.21 +/- acres.

LOCATION: The project is located at 3397 Ben Hur Rd.

**ASSESSOR'S
PARCEL
NUMBERS:** 017-580-003 (207.21 acres +/-)
017-580-004 (238 acres +/-)

OWNER: Galen & Vickie Alldrin

APPLICANT: Galen Alldrin

**GENERAL
PLAN LAND USE:** Agricultural/Working Landscape

ZONING: Agricultural Exclusive

NOTICING: Gazette Ad: November 28, 2024
Mailed Notice: November 20, 2024
Posted Notice: November 20, 2024

PROCESS:

1. Agricultural Advisory Committee consideration and recommendation to the Planning Commission (recommended approval on October 3, 2024).
2. Planning Commission consideration and recommendation to the Board of Supervisors (recommended approval on November 15, 2024).
3. Board of Supervisors consideration and approval (current step).

**COMMISSION
ACTION:** Staff, the Agricultural Advisory Committee and the Planning Commission recommend the Board of Supervisors adopt a resolution approving Land Conservation Act No. 2024-095 with findings, including a finding that the project is exempt from environmental review.

Project Description

Land Conservation Act Contract - The property owner requests a new LCA Contract for Assessor Parcel Numbers (APNs) 017-580-003 and 017-580-004. The total acreage of the LCA contract would be 445.21 +/- acres.

The site is developed with improvements to support the use of range and forage for livestock (cattle) including fences, barn and corral areas as well as a residence on APN 017-580-004. The site has been used for cattle grazing and will continue to be used for cattle grazing in the future.

Agricultural Preserve Size and Use

Staff provides review comments pursuant to Mariposa County Resolution No. 10-150 (effective policies).

Minimum Size -- The total acreage of the LCA contracted lands of 445.21 +/- acres exceeds the requirements of 160 acres minimum size (grazing use) for the LCA contract and is therefore, consistent with the minimum size requirement of Mariposa County's Rules of Procedure to Implement the California LCA of 1965 for rangeland and pasture for livestock production and forage of 160 acres or greater (BOS Resolution No. 2010-150).

Agricultural Use -- In order to qualify for inclusion in an agricultural preserve and contract, Mariposa County Policy requires that evidence be submitted that shows that the parcel has been used for agricultural purposes for three (3) years and the agricultural use is and has been used for the purpose of producing an agricultural commodity for commercial uses.

The application included the County Agricultural Preserve Questionnaire which reports that cattle grazing uses occurred over the last three (3) years on the subject parcel and that cattle grazing will continue on the parcel in the future.

Biennial Report -- Mariposa County Policy requires the filing of a biennial report on odd numbered years. A biennial review report filing will be required for all future reporting years while under contract.

California Land Conservation (Williamson) Act

The California Land Conservation Act or Williamson Act was passed to preserve agricultural and open space lands by discouraging premature and unnecessary conversion to urban uses. Private landowners voluntarily restrict their land to agricultural uses under a 20-year rolling term contract with Mariposa County. In return, restricted parcels are assessed for property tax purposes at a significantly reduced rate (approximately 75% less) rather than at their potential market value. Because the contracts are "rolling terms", there are always 20 years remaining in a contract (unless the contract is non-renewed).

The purpose of the Williamson Act includes the following:

- Preservation of the maximum amount of the limited supply of agricultural land is necessary.
- Discouragement of premature and unnecessary conversion of agricultural land to urban uses is in the public interest and is a benefit to the state.
- Agricultural lands have important and valuable open space aspects in an urbanizing society and should be kept in production.

Procedural Requirements

California Environmental Quality Act (CEQA):

In order to approve a project, including this project, a CEQA or environmental determination must be made by the lead agency (the government agency which has action authority over the permit). The Land Conservation Act contract is exempt from CEQA pursuant to: CEQA Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

Fish & Wildlife Fees:

Because the projects are exempt from environmental review, the Department of Fish and Wildlife Fees for the filing of a Negative Declaration does not apply to the projects. Filing the Notice of Exemption is optional for the applicants. If filed, a County administrative filing fee of \$50.00 for each notice will be required.

Agricultural Advisory Committee:

Pursuant to Section 2.110.060.C, County Code, the Agricultural Advisory Committee:

“shall provide comment, recommendation, and advice to the Planning Commission, Board of Supervisors and its personnel on the following matters: ...C. Review and provide recommendations on applications for new Williamson Act (Land Conservation Act) contracts, applications for cancellation of Williamson Act (Land Conservation Act) contracts, and non-renewal of Williamson Act (Land Conservation Act) contracts...”

The application was reviewed by the Agricultural Advisory Committee (AAC) at their meeting on October 3, 2024. The AAC recommended the Planning Commission adopt a resolution recommending the Board of Supervisors adopt a resolution approving Land Conservation Act Application No. 2024-095 with findings, including a finding that the project is exempt from environmental review.

The Planning Commission considered the application, AAC recommendation and staff report and made a recommendation for approval to the Board of Supervisors.

The Board of Supervisors will consider the Planning Commission recommendation and take action on the project. The Board of Supervisors is the final approval authority for the Land Conservation Act Contract.

Department of Conservation:

The Department of Conservation is a State Agency which performs primarily educational and resource functions to the local agencies which are empowered to interpret and implement the California Land Conservation Act in their jurisdictions. Standard procedure is that the LCA contract be sent to them upon completion.

Agency

Comments: Planning requested comments on the applications from the Mariposa County Agricultural Commissioner Department, Assessor Department, and Mariposa County Resource Conservation District. No agency comments have been received for the projects. If comments are received prior to the Planning Commission hearing, then copies will be provided to the Commission.

Public

Comments: No public comment has been received.

Options:

The Board of Supervisors may recommend approval or modification of any of the proposed actions. In addition, the Commissioners can amend the environmental determination.

Recommended Project Findings and Conditions are as shown in the attached Board of Supervisors Resolution.

ATTACHMENTS:

- A. Board of Supervisors Resolution
- B. Planning Commission Resolution No. 2024-014
- C. Vicinity Map
- D. Application
- E. Notice of Exemption

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution

No. XX-XXX

A resolution approving Land Conservation Act Contract Application No. 2024-095; APNs 017-580-003 and 017-580-004; Galen and Vickie Alldrin, owner; Galen Alldrin, applicant.

WHEREAS, an application for a Land Conservation Act Contract was received on the 24th day of July, 2024, from Galen and Vickie Alldrin for property located at 3397 Ben Hur Road in Mariposa, also known as Assessor Parcel Numbers 017-580-003 and 017-580-004; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, the property has been used for agricultural purposes for a minimum of three years; and

WHEREAS, the Planning Department determined that the establishment of a new Agricultural Preserve and execution of new Land Conservation Act Contracts on the properties is an action that is categorically exempt from the provisions of the California Environmental Quality Act; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, a project review was scheduled for the duly noticed Agricultural Advisory Committee meeting of the 3rd day of October, 2024; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed date and considered all of the information in the public record, including the Staff Report, and environmental determination pursuant to the California Environmental Quality Act, California Government Code, Mariposa County Code, and local administrative procedures including their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning Commission recommend that the Board of Supervisors approve the Agricultural Preserve on the subject property and enter into a Land Conservation Act Contract with the applicant, covering the subject property; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was scheduled for the 15th of November, 2024; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicant; and

WHEREAS, at the duly noticed Planning Commission meeting on the 15th day of November, 2024, the Planning Commission adopted Resolution No. 2024-014 recommending the Board of Supervisors approve Land Conservation Act Contract Application No. 2024-095.

NOW THEREFORE, BE IT RESOLVED THAT that the Board of Supervisors of Mariposa County find the project is exempt from the California Environmental Quality Act.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors of Mariposa County approves Land Conservation Act Contract Application No. 2024-095 and establishes an Agricultural Preserve on the subject properties and enters into one Land Conservation Act Contract with the applicant, covering the subject property as requested by the application and authorizes the Board of Supervisors Chair to sign the agreement.

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted this 10th day of December, 2024, by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

Miles Menetrey, Chair
Mariposa County Planning Commission

Attest:

Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

Steven W. Dahlem
County Counsel

EXHIBIT 1
FINDINGS OF APPROVAL
FOR
Land Conservation Act No. 2024-095

Land Conservation Act Contract:

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law). The following findings are made:

1. **FINDING:** The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the General Plan as a whole and will not obstruct the achievement of the Plan's purpose.

The Land Conservation Act promotes the preservation and development of agricultural lands, as encouraged by the Agricultural Element and its emphasis on preserving agricultural lands (Section 10.1.01 of The General Plan) and maintaining the rural character of the county (Section 10.1.04 of The General Plan). The Conservation and Open Space Element confirms the importance of maintaining the open space nature of the county. This project will result in the execution of a Land Conservation Act contract, which is a 20-year commitment to agriculture and open space uses for the site. The preserve is consistent with the General Plan. The current and past use of the property is for agricultural purposes. This finding is made in accordance with Section 51234 of Government Code.

2. **FINDING:** The contract meet the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve because approval of the requested Land Conservation Act contracted lands would be 445.21+/- acres. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.
3. **FINDING:** The contract will be large enough to sustain a commercial agricultural use (dryland grazing). Objective evidence has been submitted that the properties have been used for grazing.
4. **FINDING:** The increase in total contracted acreage is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this modification will have any effect on adjacent agricultural uses.
5. **FINDING:** The approval of the Land Conservation Act Contract is based upon review of the project specific and site-specific details of this case, as well as the needs of the applicants.
6. **FINDING:** This project is Categorically Exempt based on the following: California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

EXHIBIT 2
CONDITIONS/STEPS OF APPROVAL
FOR
Land Conservation Act No. 2024-095

1. **Preparation of Legal Description (APPLICANT'S RESPONSIBILITY):** Prior to recordation of the Land Conservation Act Contract, a typed, stamped, and signed copy of the approved legal description for the land that is to be placed under the new contract must be provided by the applicant to Mariposa Planning.
2. **Preparation of the Land Conservation Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, the Land Conservation Act Contract will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original contract to the property owner(s) involved in the application.
3. **Signing and Notarizing the Land Conservation Act Contract (APPLICANT'S RESPONSIBILITY):** The contract must be signed by the property owner(s), and the signature(s) must be notarized.
4. **Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Process.

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION**

Resolution
No. 2024-014

A resolution recommending that the Board of Supervisors approve Land Conservation Act Contract Application No. 2024-095; APNs 017-580-003 and 017-580-004; Galen and Vickie Alldrin, owner; Galen Alldrin, applicant.

WHEREAS, an application for a Land Conservation Act Contract was received on the 24th day of July, 2024, from Galen and Vickie Alldrin for property located at 3397 Ben Hur Road in Mariposa, also known as Assessor Parcel Numbers 017-580-003 and 017-580-004; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, the property has been used for agricultural purposes for a minimum of three years; and

WHEREAS, the Planning Department determined that the establishment of a new agricultural preserve and execution of new Land Conservation Act Contracts on the properties is an action that is categorically exempt from the provisions of the California Environmental Quality Act; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, a project review was scheduled for the duly noticed Agricultural Advisory Committee meeting of the 3rd day of October, 2024; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed date and considered all of the information in the public record, including the Staff Report, and environmental determination pursuant to the California Environmental Quality Act, California Government Code, Mariposa County Code, and local administrative procedures including their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning Commission recommend that the Board of Supervisors approve the Agricultural Preserve on the subject property and enter into a Land Conservation Act Contract with the applicant, covering the subject property; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was scheduled for the 15th of November, 2024; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicant.

NOW THEREFORE, BE IT RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors find the project is exempt from

the California Environmental Quality Act Pursuant to the California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

BE IT THEREFORE FURTHER RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors approve Land Conservation Act Contract Application No. 2024-095 and establish an Agricultural Preserve on the subject properties and enter into one Land Conservation Act Contract with the applicant, covering the subject property as requested by the application.

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

ON MOTION BY Commissioner McCamman, seconded by Commissioner Smith, this resolution is duly passed and adopted this 15th day of November, 2024 by the following vote:

AYES: Baggett, Gray, Herman, Smith, McCamman

NOES: None

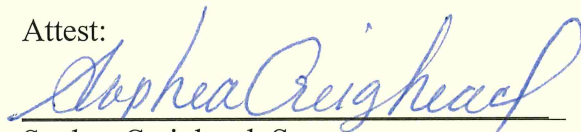
EXCUSED: None

ABSTAIN: None



Art Baggett, Chair
Mariposa County Planning Commission

Attest:



Sopheia Craighead, Secretary,
Mariposa County Planning Commission

EXHIBIT 1
RECOMMENDED FINDINGS OF APPROVAL
FOR
Land Conservation Act No. 2024-095

Land Conservation Act Contract:

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law). The following findings are made:

1. **FINDING:** The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the General Plan as a whole and will not obstruct the achievement of the Plan's purpose.

The Land Conservation Act promotes the preservation and development of agricultural lands, as encouraged by the Agricultural Element and its emphasis on preserving agricultural lands (Section 10.1.01 of The General Plan) and maintaining the rural character of the county (Section 10.1.04 of The General Plan). The Conservation and Open Space Element confirms the importance of maintaining the open space nature of the county. This project will result in the execution of a Land Conservation Act contract, which is a 20-year commitment to agriculture and open space uses for the site. The preserve is consistent with the General Plan. The current and past use of the property is for agricultural purposes. This finding is made in accordance with Section 51234 of Government Code.

2. **FINDING:** The contract meet the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve because approval of the requested Land Conservation Act contracted lands would be 445.21+/- acres. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.
3. **FINDING:** The contract will be large enough to sustain a commercial agricultural use (dryland grazing). Objective evidence has been submitted that the properties have been used for grazing.
4. **FINDING:** The increase in total contracted acreage is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this modification will have any effect on adjacent agricultural uses.
5. **FINDING:** The approval of the Land Conservation Act Contract is based upon review of the project specific and site-specific details of this case, as well as the needs of the applicants.
6. **FINDING:** This project is Categorically Exempt based on the following: California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

EXHIBIT 2

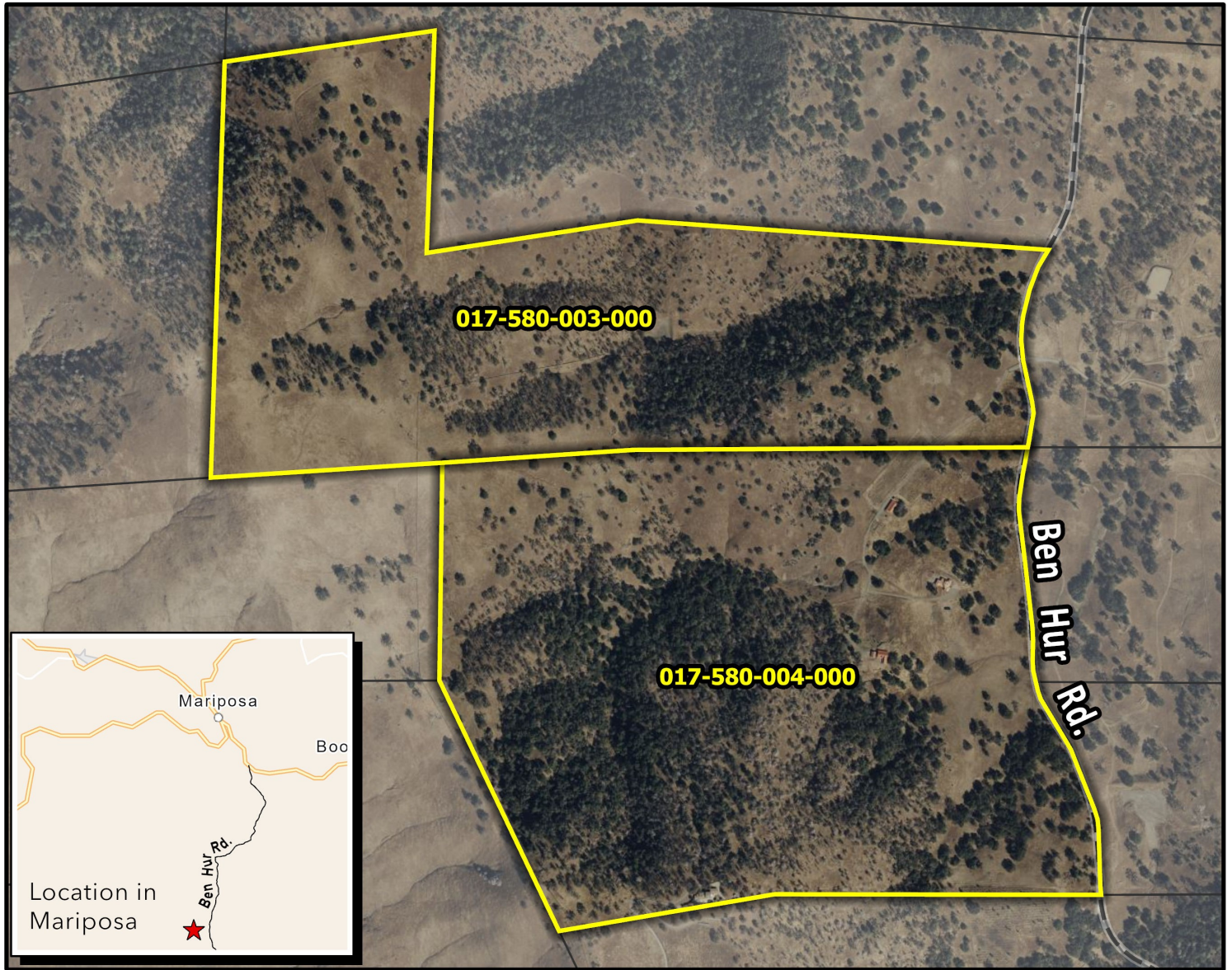
RECOMMENDED CONDITIONS/STEPS OF APPROVAL

FOR

Land Conservation Act No. 2024-095

1. **Preparation of Legal Description (APPLICANT'S RESPONSIBILITY):** Prior to recordation of the Land Conservation Act Contract, a typed, stamped, and signed copy of the approved legal description for the land that is to be placed under the new contract must be provided by the applicant to Mariposa Planning.
2. **Preparation of the Land Conservation Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, the Land Conservation Act Contract will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original contract to the property owner(s) involved in the application.
3. **Signing and Notarizing the Land Conservation Act Contract (APPLICANT'S RESPONSIBILITY):** The contract must be signed by the property owner(s), and the signature(s) must be notarized.
4. **Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Process.

Mariposa County Planning Department Project Vicinity Map



0 500 1,000 Feet
1:12,000

PROJECT TYPE: LAND CONSERVATION ACT 2024-095

APPLICANT: GALEN & VICKIE ALLDRIN

APN: 017-580-003-000, 017-580-004-000

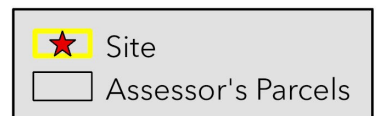
SITE ADDRESS: 3397 BEN HUR RD, MARIPOSA, CALIFORNIA 95338

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

Map Date: Monday, July 29, 2024

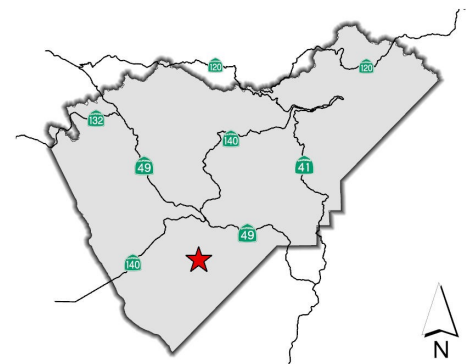
Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 09/2023

Map Credit: BEN OGREN, Sr. GIS Specialist

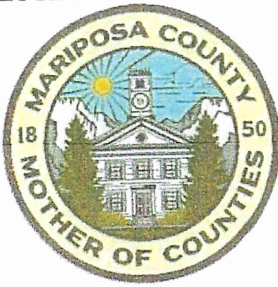


Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
<http://www.mariposacounty.org/planning>

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.



Location in Mariposa County



LAND CONSERVATION ACT (WILLIAMSON ACT) CONTRACT APPLICATION

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338

RECEIVED
Telephone (209) 966-5151 FAX (209) 742-5024
www.mariposacounty.org planningdept@mariposacounty.org

JUL 24 2024

FOR OFFICE USE ONLY

Date Submitted Mariposa County Planning Department Received By KE

Fees Paid \$ 2242 Receipt No. 333433 Received By _____

Application No. 2024-095 Application Complete _____

Final Action _____ Date _____

Applicant:

Agent: (if applicable)

Name GALEN ALLORIN

Mailing Address PO BOX 206
DALLICO, CA 95303

Daytime Telephone (209) 606-7145 (____) _____

E-Mail Address GALENALLORIN@GMAIL.COM

Property Owner Name(s)*

GALEN ALLORIN

VICKIE ALLORIN

*If different than applicant, attach letter of authorization or other document that authorizes the applicant to submit an application on the owner's behalf. Applicant must also be a lessee, purchaser in escrow, or optionee of the subject property. If there is more than one property owner, please list the name and mailing address of all other individuals holding an interest.

Property Information:

Assessor's Parcel Number (APN):

Acreage:

Land Use Classification: Zoning:

017-580-0030207CATTLE GRAZING017-580-0040238HOME SITE &
CATTLE GRAZING

Present use of property:

CATTLE GRAZING

Date the property was acquired by applicant:

5-24-21

Deed Reference Volume _____ Page _____

DOC # 2021245T Recorded 5-24-21

- I. Applicant requests that Agricultural Preserve of less than 100 acres be established by Mariposa County Board of Supervisors due to the following unique characteristics of the agricultural enterprise:

- II. The names and addresses of the holders of First Trust deeds upon said property included in the application: (Note Trust Deed Beneficiary must sign Consent to Execute Land Conservation Contract by land owner attached to the contract.)

Assessors Parcel Number

Trust Deed Beneficiary

Mailing Address

REQUIRED SIGNATURE(S)

Affidavit

I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

Property Owner (printed name): CALEN ALLERIN	2nd Property Owner (printed name): VICKIE ALLERIN	Applicant (printed name):
Property Owner (signature): 	2nd Property Owner (signature): 	Applicant (signature):
Date: 7/10/2024	Date: 7/29/24	Date:

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that if the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, the next page must also be signed.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.

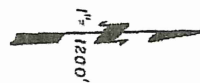
RECEIVED

AUG 01 2024

Mariposa County Planning Department

Trn Area Code
51000

17-580



ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

Assessor's Map Bk. 17-Pg. 580
County of Mariposa, Calif.
1994

File No.: M31997

Policy No.: O-2922-000034039

SCHEDULE C

The land referred to in this policy is described as follows: All that real property situated in the County of Mariposa, State of California, described as follows:

Parcel One: 017-580-0030 207 ACRES

Lot 12 as shown on the Parcel Map for Douglas Strathearn, filed May 21, 1985 in Book 21 of Parcel Maps at Page 53, Mariposa County Records.

Parcel Two: 017-580-0040 238 ACRES

Lot 13 as shown on the Parcel Map for Douglas Strathearn, filed May 21, 1985 in Book 21 of Parcel Maps at Page 53, Mariposa County Records.



ASSESSOR-RECORDER

Assessor (209) 966-2332
Recorder (209) 966-5719

AGRICULTURAL PRESERVE QUESTIONNAIRE
(PLEASE COMPLETELY ANSWER ALL QUESTIONS)

- 1) Describe present use of property:

Assessor's Parcel No.	Acres	Uses
017-580-0030	207	CATTLE GRAZING
017-580-0040	238	HOME SITE & CATTLE GRAZING

- 2) Is this property leased or rented to others? Yes
- ☒
- No
- ☐

a) Name and address of tenant:

OPEN SPACE MEATS
PO BOX 209
NEWMAN, CA 95360
JETH NITCHE 209-262-8780

- b) Has property been rented the last 3 years? Yes ☒ No ☐
- c) If so, what was the rent for each of these years? 1) \$4000 2) \$4000 3) \$4000
- d) How long has property been leased to present tenant? 7-1-21
- e) How long is the lease period? ONGOING
- f) Who is responsible for maintenance of fences and water systems? PROPERTY OWNER
- g) Does rent include structural improvements? Yes ☐ No ☒
- h) Has the ranch sold in the last 3 years? Yes ☐ No ☒
- i) If yes, what was the purchase price? _____
- j) Are there any hunting clubs on the land? Yes ☐ No ☒
- k) Are there any mineral leases? Yes ☐ No ☒
- l) Do you sell firewood? Yes ☐ No ☒
- m) Any other income from the land or buildings? Yes ☐ No ☒
- n) Are there barns or corrals on the property? Yes ☐ No ☒

- 3) What is the carrying capacity of each parcel? 20 AUM

a) Number or acres per pair 10 per steer _____ per heifer _____ per horse _____

b) What is the in-weight on steers _____ heifers _____

c) What is the expected gain on steers or heifers for each field? _____

- 4) Product is sold by
- ☐
- auction
- ☒
- slaughter house
- ☐
- country buyer
- ☐
- other

- 5) If property is not leased what would you consider as a fair annual rent per acre? _____

The information contained herein shall be held secret by the Assessor (§ 451, Revenue and Taxation Code).

I hereby swear under penalty of perjury that the above information is true and correct.

Name _____

Date 7/28/23

Mariposa County Hall of Records

P.O. Box 35, Mariposa, CA 95338

MARIPOSA COUNTY

NOTICE OF EXEMPTION

TO: County Clerk
County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Mariposa County
Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Project Title: Land Conservation Act Application No. 2024-095

Project Location: The project site is 3397 Ben Hur Road in Mariposa, CA. Assessor Parcel Numbers (APNs) 017-580-003 (207.21 +/- acres) & 017-580-004 (238 acres).

Description of Project: A new LCA Contract for two (2) contiguous parcels totaling 445.21 +/- acres.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Person/Agency Carrying Out Project: Galen Alldrin

Exempt Status: CEQA Guidelines Class 17 §15317 Open Space Contract or Easement

Reason Why Project Is Exempt: Project is a Land Conservation Act contract where no physical change will occur.

Lead Agency Contact Person: Kaitlyn Casner, Planner III

Phone Number: (209) 966-5151

Steve Engfer, Planning Director

Date



Assessors parcel numbers 017-580-003 & 017-580-004
— Galen & Vickie Alldrin; owners
— Galen Alldrin; applicant

Land Conservation Act
Application No. 2024-095
Board of Supervisors Meeting
December 10, 2024

Project Description

- New Land Conservation (Williamson) Act contract for two (2) parcels
 - APN 017-580-003
 - APN 014-580-004 (3397 Ben Hur Road) – Residence
- 445.21 +/- acres total
- Property has been leased for rangeland for cattle grazing for three years and owners plan to continue this use.

White
Rock Rd.

N

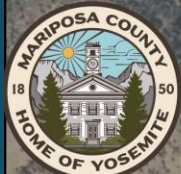
0 750 1,500 Feet

017-580-003-000

Ben Hur Rd.

017-580-004-000

Silver
Bar Rd.



Beach Rd.

© 2024 Microsoft Corporation © 2024 Maxar © CNES (2024) Distribution Airbus DS Maxar



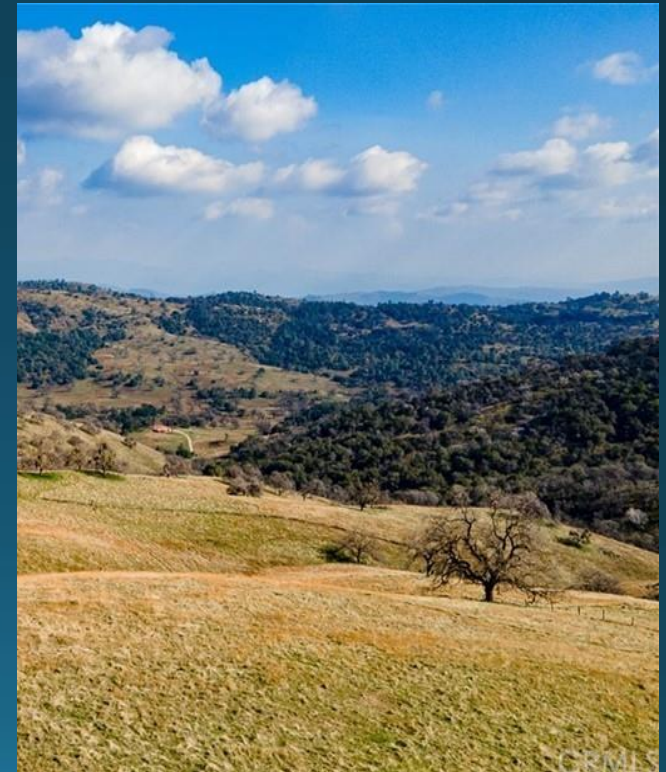
*Minimum Size – 445.21 +/-
acres exceeds required 160
acres for dryland grazing*



*Agricultural Use – parcels have
been used for grazing for the last
three years and will continue to
be used as such. Property also
has about 2.5 acres of vineyard.*



*Biennial Report – not
required until properties
under contract*



California Land Conservation Act



Preserve agricultural and open space lands by discouraging premature and unnecessary conversion to urban uses



20-year rolling term contract with Mariposa County



Restricted parcels are assessed for property tax purposes at a significantly reduced rate vs. potential market value

Environmental Review

- Staff recommends the filing of a Notice of Exemption for this project based upon Section 15317 of the California Environmental Quality Act (CEQA) Guidelines.



Comments

- No concerns from various agencies and departments
- No public comment received.



Application Process

Agricultural Advisory Committee consideration and recommendation of approval to the Planning Commission

Planning Commission consideration and recommendation of approval to the Board of Supervisors

Board of Supervisors consideration and approval

Recommendation

Staff, the Agricultural Advisory Committee and the Planning Commission recommend the Board of Supervisors adopt a resolution:

approving Land Conservation Act Application No. 2024-085 APNs 017-590-002 and 017-580-004; Galen and Vickie Alldrin, owner; Galen Alldrin, applicant;

with findings, including a finding that the project is exempt from environmental review.



Questions?



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2024-548

MEETING: December 10, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: **PUBLIC HEARING:** to Approve Land Conservation (Williamson) Act Contract Application Number 2024-099 & General Plan/Zoning Amendment Application Number 2024-119, 4282 Triangle Rd., Mariposa, CA 95338, APN: 017-300-027-000, 014-300-034, 014-300-029, 014-300-028, 014-300-032, 014-300-031, 014-290-020, 014-290-021, Frederik Rodenhuis (Applicant)

RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: to Approve Land Conservation (Williamson) Act Contract Application Number 2024-099 & General Plan/Zoning Amendment Application Number 2024-119, 4282 Triangle Rd., Mariposa, CA 95338, APN: 017-300-027-000, 014-300-034, 014-300-029, 014-300-028, 014-300-032, 014-300-031, 014-290-020, 014-290-021, Frederik Rodenhuis (Applicant).

This action was recommended by the Agricultural Advisory Committee and the Planning Commission.

Please see the attached staff report for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No previous history.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would result in no contract or general plan/zoning amendment.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Staff Report
2. Attachment A. Board of Supervisors Resolution
3. Attachment B. PC Reso 2024-015
4. Attachment C. Vicinity Map
5. Attachment D. Applications
6. Attachment E. Current Zoning and Land Use Map
7. Attachment F. Proposed Zoning and Land Use Map
8. Attachment G. Notice of Exemption

- 9. Presentation
- 10. Comment 1 -Seely Agenda Item M.5

VOTE RESULT

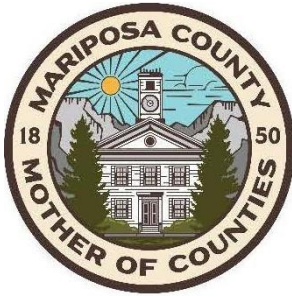
RESULT: **Adopted (UNANIMOUS)**

MOVER: District III Supervisor Danette Toso

SECONDER: District IV Supervisor Wayne Forsythe

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

EXCUSED: District V Supervisor Menetrey



MARIPOSA PLANNING STAFF REPORT

From: Steve Engfer, Planning Director

Prepared By: Kaitlyn Casner, Planner III

Board of Supervisors Meeting Date: December 10, 2024

PROJECT:	General Plan and Zoning Amendment Application No. 2024-119 proposes rezoning eight (8) parcels (currently zoned Mountain Home and Mountain General) to Agricultural Exclusive and reclassifying all parcels from Residential land use to Agricultural/Working Landscape land use for Land Conservation Act (LCA) Application No. 2024-099 for a new Land Conservation (Williamson) Act contract totaling 638.93 +/- acres.		
LOCATION:	The project is located at 4282/4284 Triangle Road in Mariposa.		
ASSESSOR'S PARCEL NUMBERS:	014-290-020 (81.30 acres) 014-290-021 (60 acres) 014-300-027 (121.09 acres) 014-300-028 (156.22 acres) 014-300-029 (19.90 acres) 014-300-031 (144.60 acres) 014-300-032 (39.82 acres) 014-300-034 (16 acres)		
OWNER:	CFP Corporate Finance Partners LLC		
APPLICANT:	Frederik Rodenhuis		
GENERAL PLAN LAND USE:	Residential		
ZONING:	014-290-020 – Mountain General 014-290-021 – Mountain Home 014-300-027 – Split, Mountain Home & Mountain General 014-300-028 – Mountain Home 014-300-029 – Mountain Home 014-300-031 – Mountain Home 014-300-032 – Mountain General 014-300-034 – Mountain Home		
LAND USE:	Residential		
NOTICING:	Gazette Ad:	October 25, 2024	
	Mailed Notice:	October 25, 2024	

Posted Notice: October 25, 2024

- PROCESS:**
1. Agricultural Advisory Committee consideration and Recommendation of approval to the Planning Commission.
 2. Planning Commission consideration and recommendation of approval to the Board of Supervisors.
 3. Board of Supervisors consideration and approval.

ACTION: Staff, the Agricultural Advisory Committee and the Planning Commission recommend the Board of Supervisors adopt a resolution approving General Plan and Zoning Amendment Application No. 2024-119 and Land Conservation Act Application No. 2024-099 with findings, including a finding that the projects are exempt from environmental review.

Project Description

Land Conservation Act Contract - The property owner requests a new LCA Contract for APNs 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032, and 014-300-034. The total acreage of the LCA contract would be 638.93 +/- acres. The site is developed with improvements to support the use of range and forage for livestock (cattle) including fences, barn and corral areas as well as a residence on APN 014-300-027. The site has been used for cattle grazing and will continue to be used for cattle grazing in the future.

General Plan and Zoning Amendment – The project parcels current zoning is Mountain Home Zone (MHZ) and Mountain General Zone (MGZ) in the Residential land use (General Plan). See Table 1. Project Parcel Zoning/Land Use, below.

Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution No. 10-150), Section III Land Conservation Act Contracts, C. 2. "Zoning Restrictions", requires lands under contract to be in Agriculture Exclusive Zone (AEZ). This project includes a request to amend the zoning from the MHZ and MGZ to the AEZ to meet the requirement.

APN	Parcel Size	Current Zoning	Proposed Zoning	Current Land Use	Proposed Land Use
014-290-020	81.3	MG	AE	Residential	Agricultural /Working Landscape
014-290-021	60	MH	AE	Residential	Agricultural /Working Landscape
014-300-027	121.09	MH & MG (Approximately 81 acres is MG, 44 acres is MH)	AE	Residential	Agricultural /Working Landscape
014-300-028	156.22	MH	AE	Residential	Agricultural /Working Landscape
014-300-029	19.9	MH	AE	Residential	Agricultural /Working Landscape
014-300-031	144.6	MH	AE	Residential	Agricultural /Working Landscape
014-300-032	39.82	MG	AE	Residential	Agricultural /Working Landscape
014-300-034	16	MH	AE	Residential	Agricultural /Working Landscape

Table 1. Project Parcel Zoning/Land Use

Land Use Reclassification - The site's current General Plan land use classification is Residential. Although the AEZ is listed as a compatible zoning district in the Residential Land Use classification, in order to implement the Mariposa County General Plan's intent based on the established purpose of the Residential Land Use Classification, staff recommends the reclassification of the land use to Agricultural/Working Landscape classification. The purpose of the Agricultural/Working Landscape land use is consistent with the purpose of the Land Conservation Act of 1965 and the requirements of Mariposa County Resolution No. 10-150. Because Land Conservation Act contracts have a 20-year term, during the life of the contract the contracted parcels will have limited residential development potential.

General Plan Consistency Issues -

The density standard for the Mountain Home Zone is one (1) dwelling unit per five (5) acres. The density standard for the Mountain General Zone is two dwellings per 40 acres or a legal quarter-quarter section. Based on these density standards, the maximum development potential for the project site would be 97 dwelling units (79 primary dwelling units for the Mountain Home Zone, six (6) secondary units for the Mountain Home Zone, 10 primary units

for the Mountain General and two (2) secondary units for the Mountain General Zone). The density standard for the Agricultural Exclusive Zone is two dwellings per 160 acres or a legal quarter section. The maximum density for the 638.93 +/- acres that is proposed to be rezoned from Mountain Home and Mountain General to Agricultural Exclusive would be 4 units.

The Housing Element of the Mariposa General Plan addresses Mariposa County's requirement to provide its share of the Regional Housing Needs Allocation (RHNA) as calculated by the State Housing Community Development Department (HCD). The RHNA states that Mariposa County must accommodate two (2) additional housing units countywide between June 30, 2024 and June 30, 2029. The removal of 638.93 +/- acres of residential land as proposed by this project, which would remove land that could accommodate 97 single-family units would not cause a failure by Mariposa County to meet its state mandate. This is based on there being 444 parcels within the areas of Coulterville, Fish Camp, and Mariposa areas that are developable. There is sufficient residential land available in the community of Mariposa Town Planning to help meet the five-year RHNA mandate.

Agricultural Preserve Size and Use

Staff provides review comments pursuant to Mariposa County Resolution No. 10-150 (effective policies).

Minimum Size -- The total acreage of the LCA contracted lands of 638.93 +/- acres exceeds the requirements of 160 acres minimum size (grazing use) for the LCA contract and is therefore, consistent with the minimum size requirement of Mariposa County's Rules of Procedure to Implement the California LCA of 1965 for rangeland and pasture for livestock production and forage of 160 acres or greater (BOS Resolution No. 2010-150).

Multiple Parcels/ Merging of Parcels – Mariposa County Policy states that a LCA application involving multiple contiguous legal parcels that are less than the minimum size necessary shall either require merger (prior to contract execution) or the LCA contract shall include an express provision that prohibits the individual sale of the parcels during the term of the LCA Contract. This application is proposing to place a total of eight (8) parcels under one (1) LCA contract. A provision prohibiting the sale of parcels individually during the term of the contract will be included, which encumbers the parcels, because individually the parcels do not meet the minimum of 160 acres for an LCA contract pursuant to the Board of Supervisors Resolution No. 10-150.

Agricultural Use -- In order to qualify for inclusion in an agricultural preserve and contract, Mariposa County Policy requires that evidence be submitted that shows that the parcel has been used for agricultural purposes for three years and the agricultural use is and has been used for the purpose of producing an agricultural commodity for commercial uses.

The application included the County Agricultural Preserve Questionnaire which reports that cattle grazing uses occurred over the last 3 years on the subject parcel and that cattle grazing will continue on the parcel in the future.

Biennial Report -- Mariposa County Policy requires the filing of a biennial report on odd numbered years. A biennial review report filing will be required for all future reporting years while under contract.

California Land Conservation (Williamson) Act

The California Land Conservation Act or Williamson Act was passed to preserve agricultural and open space lands by discouraging premature and unnecessary conversion to urban uses. Private landowners voluntarily restrict their land to agricultural uses under a 20-year rolling term contract with Mariposa County. In return, restricted parcels are assessed for property tax purposes at a significantly reduced rate (approximately 75% less) rather than at their potential market value. Because the contracts are “rolling terms”, there are always 20 years remaining in a contract (unless the contract is non-renewed).

The purpose of the Williamson Act includes the following:

- Preservation of the maximum amount of the limited supply of agricultural land is necessary.
- Discouragement of premature and unnecessary conversion of agricultural land to urban uses is in the public interest and is a benefit to the state.
- Agricultural lands have important and valuable open space aspects in an urbanizing society and should be kept in production.

Procedural Requirements

California Environmental Quality Act (CEQA):

In order to approve a project, including this project, a CEQA or environmental determination would need to be made by the lead agency (the government agency which has action authority over the permit). The Land Conservation Act contract is exempt from CEQA pursuant to: CEQA Guidelines, Class 17; Section 15317, Open Space Contracts or Easements. The rezoning is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2), (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and CEQA Guidelines Section 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Fish & Wildlife Fees:

Because the projects are exempt from environmental review, the Department of Fish and Wildlife Fees for the filing of a Negative Declaration do not apply to the projects. Filing the Notice of Exemption is optional for the applicants. If filed, a County administrative filing fee of \$50.00 for each notice will be required. One notice of Exemption can be used for the applications.

Agricultural Advisory Committee:

Pursuant to Section 2.110.060.C, County Code, the Agricultural Advisory Committee:

“shall provide comment, recommendation, and advice to the Planning Commission, Board of Supervisors and its personnel on the following matters: ...C. Review and provide recommendations on applications for new Williamson Act (Land Conservation Act) contracts, applications for cancellation of Williamson Act (Land Conservation Act) contracts, and non-renewal of Williamson Act (Land Conservation Act) contracts...”

These applications were reviewed by the Agricultural Advisory Committee (AAC) at their meeting on October 3, 2024. The AAC recommended approval of the applications to the Planning Commission.

The Planning Commission considered the applications, AAC recommendation and staff report, on November 15, 2024 and made a recommendation for approval to the Board of Supervisors.

The Board of Supervisors will consider the Planning Commission recommendation and take action on the project. The Board of Supervisors is the final approval authority for the Land Conservation Act Contract and rezoning.

Department of Conservation:

The Department of Conservation is a State Agency which performs primarily educational and resource functions to the local agencies which are empowered to interpret and implement the California Land Conservation Act in their jurisdictions.

No Comments from the Department of Conservation were received; however, standard procedure is that the LCA contract be sent to them upon completion.

Agency

Comments: Planning requested comments on the applications from the Mariposa County Public Works Department, Agricultural Commissioner Department, Assessor Department, Sheriff's Department, Mariposa County Fire Department, CAL FIRE, California Department of Fish and Wildlife agency, Mariposa County Resource Conservation District, Mariposa County Unified School District, the Southern Sierra Miwuk Nation and the Mariposa County Health and Human Services Agency – Environmental Health Unit (EHU). No agency comments have been received for the projects. If comments are received prior to the Board of Supervisors hearing, then copies will be provided to the Board.

Public

Comments: If any comments are received prior to the public hearing, then they will be provided to the Board at the hearing.

Options: The Board of Supervisors may recommend approval or modification of any of the proposed actions. In addition, the Board can amend the environmental determination.

Recommended Project Findings and Conditions are as shown in the attached Board of Supervisors Resolution.

ATTACHMENTS:

- A. Board of Supervisors Resolution
- B. Planning Commission Resolution No. 2024-015
- C. Vicinity Map
- D. Applications
- E. Current Zoning/Land Use Map
- F. Proposed Zoning/Land Use Map
- G. Notice of Exemption

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution
No. XX-XXX

A resolution approving Land Conservation Act Contract Application No. 2024-099 and Zoning Amendment Application No. 2024-119 with a General Plan Land Use reclassification; APNs 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034; CFP Corporate Finance Partners LLC, owner; Frederik Rodenhuis, applicant.

WHEREAS, an application for a Land Conservation Act Contract was received on the 12th day of August, 2024, and a General Plan/Zoning Amendment Application was received on the 10th day of September, 2024 from CFP Corporate Finance Partners LLC for property located at 4282 & 4284 Triangle Road in Mariposa, also known as Assessor Parcel Numbers 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034; and

WHEREAS, the property has been used for agricultural purposes for a minimum of three years; and

WHEREAS, the Planning Department determined that the establishment of a new Agricultural Preserve and execution of new Land Conservation Act Contracts on the properties is an action that is categorically exempt from the provisions of the California Environmental Quality Act; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, a project review was scheduled for the duly noticed Agricultural Advisory Committee meeting of 3rd day of October, 2024; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed date and considered all of the information in the public record, including the Staff Report, and their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning Commission recommend that the Board of Supervisors approve the Agricultural Preserve on the subject property and enter into a Land Conservation Act Contract with the applicant, covering the subject property; and

WHEREAS, staff determined that a change in the General Plan Land Use Classification was also necessary to ensure consistency of the project with the Mariposa County General Plan; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was scheduled for the 15th day of November, 2024; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicant; and

WHEREAS, at the duly noticed Planning Commission meeting on the 15th day of November, 2024, the Planning Commission adopted Resolution No. 2024-015 recommending the Board of Supervisors approve Land Conservation Act Application No. 2024-099 and General Plan/Zoning amendment application Number 2024-119.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors find the project is exempt from the California Environmental Quality Act.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors approves Land Conservation Act Contract Application No. 2024-099 and establishes an Agricultural Preserve on the subject properties and enter into one Land Conservation Act Contract with the applicant, covering the subject property as requested by the application and authorizes the Board of Supervisors Chair to sign the agreement.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors approves Zoning Amendment Application No. 2024-119 covering the subject property as requested by the application; and

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors approves a change in the General Plan Land Use of the project site from Residential Agricultural/Working Landscape classification, to ensure General Plan consistency; and

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

ON MOTION BY Supervisor, seconded by Supervisor, this resolution is duly passed and adopted this 10th day of December, 2024 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

Steven W. Dahlem
County Counsel

EXHIBIT 1
FINDINGS OF APPROVAL
FOR
Land Conservation Act No. 2024-099 & General Plan/Zoning Amendment No.
2024-119

Land Conservation Act Contract:

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law). The following findings are made:

1. **FINDING:** The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the General Plan as a whole and will not obstruct the achievement of the Plan's purpose.

The Land Conservation Act promotes the preservation and development of agricultural lands, as encouraged by the Agricultural Element and its emphasis on preserving agricultural lands (Section 10.1.01 of The General Plan) and maintaining the rural character of the county (Section 10.1.04 of The General Plan). The Conservation and Open Space Element confirms the importance of maintaining the open space nature of the county. This project will result in the execution of a Land Conservation Act contract, which is a 20-year commitment to agriculture and open space uses for the site. The preserve is consistent with the General Plan. The current and past use of the property is for agricultural purposes. This finding is made in accordance with Section 51234 of Government Code.

2. **FINDING:** The contract will continue to meet the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve because approval of the requested Land Conservation Act contracted lands would be 638.93 +/- acres. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.
3. **FINDING:** The contract will be large enough to sustain a commercial agricultural use (dryland grazing). Objective evidence has been submitted that the properties have been used for grazing.
4. **FINDING:** The increase in total contracted acreage is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this modification will have any effect on adjacent agricultural uses.
5. **FINDING:** The approval of the Land Conservation Act Contract is based upon review of the project specific and site-specific details of this case, as well as the needs of the applicants.

6. **FINDING:** This project is Categorically Exempt based on the following: California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

General Plan and Zoning Amendment Findings:

1. **FINDING:** The amendment is in the general public interest and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

The proposed zone change of the 638.93 +/- acres is required for zoning conformance per the Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. "Zoning Restrictions", that requires lands under contract to be in Agriculture Exclusive Zone. The public will benefit by the appropriate zone (Agriculture Exclusive) being applied to the site to support the Land Conservation Act where no physical change is proposed or required, and therefore, no potential adverse effects on the general public health, safety peace and welfare will result.

2. **FINDING:** The amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long-term guide for county development and a short-term basis for day-to-day decision making.

This amendment ensures that the uses and activities and are conforming to the zone. Although the Agriculture Exclusive zone is listed as being consistent with the applicable Residential land use classification, to remain consistent with the General Plan's purpose, goals and policies, reclassification of the current land use to Agricultural/Working Landscape is required.

3. **FINDING:** That amendment conforms to the requirements of state law and county policy. This project has been processed in accordance with State law. According to State law, General Plans take precedence over zoning ordinances and one of the functions of the zoning ordinance is to implement the General Plan.

This amendment conforms to the requirements of State law and county policy by ensuring consistency between Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. "Zoning Restrictions" and regulatory documents where the site zoning is required to be Agriculture Exclusive. Pursuant to review conducted the property is bona fide commercial agricultural land appropriate for the Agriculture Exclusive Zoning district. Reclassification of land use is required for the project to be consistent with the General Plan.

4. **FINDING:** The amendment is consistent with other guiding policies, goals, policies, and standards of the Mariposa County General Plan.

The amendment implements the General Plan by making the uses conforming to zoning and zoning conforming to the Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), thereby meeting the standards within County Code titles consistent with those contained in the General Plan. Additionally, the reclassification of the land use to Agricultural/Working Landscape is required for the project to be consistent with the purpose of the Agricultural/Working Landscape land use classification, and intent of the Agricultural Element and Goal 10-6 Preserve agricultural lands to maintain County Character. The amendment is consistent with the guiding policies, goals, policies, standards and implementation measures of the General Plan.

5. **FINDING:** In the case of an amendment to the zoning classification on an individual parcel or General Plan Land Use Map.
- a. the subject parcel is physically suitable (including, but not limited to access, provision of utilities and infrastructure, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development; and
 - b. the proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

The 638.93 +/- acre area proposed for Agriculture Exclusive Zone is physically suitable for the ongoing agricultural use as rangeland (grazing lands) for livestock. The provision of utilities and infrastructure is established at the site. The reclassification of the land use to Agricultural/Working Landscape will be compatible with adjoining land uses of Agricultural/Working Landscape and Residential.

The proposed zoning is logical as it reflects the ongoing rangeland livestock grazing uses at the site and brings the subject lands into further conformance through the Agriculture Exclusive zone which provisions support the agricultural activities as a permitted use. The proposed land use classification is logical as the subject parcels are within an area in which most of the surrounding parcels are currently being used or have historically been used for agricultural purposes.

6. **FINDING:** This project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15060(c)(2), (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and California Environmental Quality Act Guidelines Section 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

The proposed zone change from the Mountain Home Zone and Mountain General Zone to the Agriculture Exclusive Zone is to conform to requirements of the Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150). No improvements are proposed or approved as a part of the project.

EXHIBIT 2
CONDITIONS/STEPS OF APPROVAL
FOR
Land Conservation Act No. 2024-099

1. **Preparation of Legal Description (APPLICANT’S RESPONSIBILITY):** Prior to recordation of the Land Conservation Act Contract, a typed, stamped, and signed copy of the approved legal description for the land that is to be placed under the new contract must be provided by the applicant to Mariposa Planning.
2. **Preparation of the Land Conservation Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, the Land Conservation Act Contract will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original contract to the property owner(s) involved in the application. As two of the parcels do not meet the minimum of 160 acres for an LCA contract pursuant to the Board of Supervisors Resolution 10-150, a provision prohibiting the sale of parcels individually during the term of the contract will be included which encumber all three parcels. The provision shall read as follows; “APNs 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034 as described in Exhibit A, shall be managed together for the life of the contract. The sale of any of these parcels separately is prohibited and will be in direct violation of the contract.”
3. **Signing and Notarizing the Land Conservation Act Contract (APPLICANT’S RESPONSIBILITY):** The contract must be signed by the property owner(s), and the signature(s) must be notarized.
4. **Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Process.

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION**

Resolution
No. 2024-015

A resolution recommending that the Board of Supervisors approve Land Conservation Act Contract Application No. 2024-099 and Zoning Amendment Application No. 2024-119 with a General Plan Land Use reclassification; APNs 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034; CFP Corporate Finance Partners LLC, owner; Frederik Rodenhuis, applicant.

WHEREAS, an application for a Land Conservation Act Contract was received on the 12th day of August, 2024, and a General Plan/Zoning Amendment Application was received on the 10th day of September, 2024 from CFP Corporate Finance Partners LLC for property located at 4282 & 4284 Triangle Road in Mariposa, also known as Assessor Parcel Numbers 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034; and

WHEREAS, the property has been used for agricultural purposes for a minimum of three years; and

WHEREAS, the Planning Department determined that the establishment of a new agricultural preserve and execution of new Land Conservation Act Contracts on the properties is an action that is categorically exempt from the provisions of the California Environmental Quality Act; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, a project review was scheduled for the duly noticed Agricultural Advisory Committee meeting of 3rd day of October, 2024; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed date and considered all of the information in the public record, including the Staff Report, and their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning Commission recommend that the Board of Supervisors approve the Agricultural Preserve on the subject property and enter into a Land Conservation Act Contract with the applicant, covering the subject property; and

WHEREAS, staff determined that a change in the General Plan Land Use Classification was also necessary to ensure consistency of the project with the Mariposa County General Plan; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was scheduled for the 15th day of November, 2024; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicant.

NOW THEREFORE, BE IT RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors find the project is exempt from the California Environmental Quality Act.

BE IT THEREFORE FURTHER RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors approve Land Conservation Act Contract Application No. 2024-099 and establish an Agricultural Preserve on the subject properties and enter into one Land Conservation Act Contract with the applicant, covering the subject property as requested by the application.

BE IT THEREFORE FURTHER RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors approve Zoning Amendment Application No. 2024-119 covering the subject property as requested by the application; and

BE IT THEREFORE FURTHER RESOLVED THAT the Planning Commission of the County of Mariposa does also hereby recommend that the Board of Supervisors approve a change in the General Plan Land Use of the project site from Residential Agricultural/Working Landscape classification, to ensure General Plan consistency; and

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

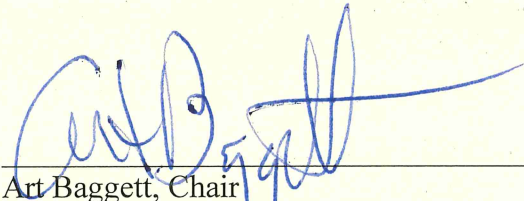
ON MOTION BY Commissioner Smith, seconded by Commissioner McCamman, this resolution is duly passed and adopted this 15th day of November, 2024 by the following vote:

AYES: Baggett, Gray, Herman, Smith, McCamman

NOES: None

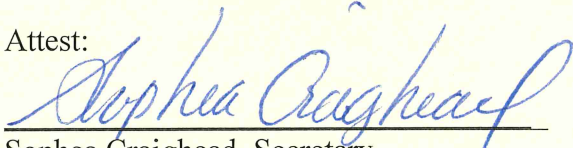
EXCUSED: None

ABSTAIN: None



Art Baggett, Chair
Mariposa County Planning Commission

Attest:



Sopheia Craighead, Secretary,
Mariposa County Planning Commission

EXHIBIT 1
RECOMMENDED FINDINGS OF APPROVAL
FOR
Land Conservation Act No. 2024-099 & General Plan/Zoning Amendment No.
2024-119

Land Conservation Act Contract:

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law). The following findings are made:

1. **FINDING:** The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the General Plan as a whole and will not obstruct the achievement of the Plan's purpose.

The Land Conservation Act promotes the preservation and development of agricultural lands, as encouraged by the Agricultural Element and its emphasis on preserving agricultural lands (Section 10.1.01 of The General Plan) and maintaining the rural character of the county (Section 10.1.04 of The General Plan). The Conservation and Open Space Element confirms the importance of maintaining the open space nature of the county. This project will result in the execution of a Land Conservation Act contract, which is a 20-year commitment to agriculture and open space uses for the site. The preserve is consistent with the General Plan. The current and past use of the property is for agricultural purposes. This finding is made in accordance with Section 51234 of Government Code.

2. **FINDING:** The contract will continue to meet the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve because approval of the requested Land Conservation Act contracted lands would be 638.93 +/- acres. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.
3. **FINDING:** The contract will be large enough to sustain a commercial agricultural use (dryland grazing). Objective evidence has been submitted that the properties have been used for grazing.
4. **FINDING:** The increase in total contracted acreage is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this modification will have any effect on adjacent agricultural uses.
5. **FINDING:** The approval of the Land Conservation Act Contract is based upon review of the project specific and site-specific details of this case, as well as the needs of the applicants.

6. **FINDING:** This project is Categorically Exempt based on the following: California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

General Plan and Zoning Amendment Findings:

1. **FINDING:** The amendment is in the general public interest and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

The proposed zone change of the 638.93 +/- acres is required for zoning conformance per the Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. "Zoning Restrictions", that requires lands under contract to be in Agriculture Exclusive Zone. The public will benefit by the appropriate zone (Agriculture Exclusive) being applied to the site to support the Land Conservation Act where no physical change is proposed or required, and therefore, no potential adverse effects on the general public health, safety peace and welfare will result.

2. **FINDING:** The amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long-term guide for county development and a short-term basis for day-to-day decision making.

This amendment ensures that the uses and activities and are conforming to the zone. Although the Agriculture Exclusive zone is listed as being consistent with the applicable Residential land use classification, to remain consistent with the General Plan's purpose, goals and policies, reclassification of the current land use to Agricultural/Working Landscape is required.

3. **FINDING:** That amendment conforms to the requirements of state law and county policy. This project has been processed in accordance with State law. According to State law, General Plans take precedence over zoning ordinances and one of the functions of the zoning ordinance is to implement the General Plan.

This amendment conforms to the requirements of State law and county policy by ensuring consistency between Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. "Zoning Restrictions" and regulatory documents where the site zoning is required to be Agriculture Exclusive. Pursuant to review conducted the property is bona fide commercial agricultural land appropriate for the Agriculture Exclusive Zoning district. Reclassification of land use is required for the project to be consistent with the General Plan.

4. **FINDING:** The amendment is consistent with other guiding policies, goals, policies, and standards of the Mariposa County General Plan.

The amendment implements the General Plan by making the uses conforming to zoning and zoning conforming to the Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), thereby meeting the standards within County Code titles consistent with those contained in the General Plan. Additionally, the reclassification of the land use to Agricultural/Working Landscape is required for the project to be consistent with the purpose of the Agricultural/Working Landscape land use classification, and intent of the Agricultural Element and Goal 10-6 Preserve agricultural lands to maintain County Character. The amendment is consistent with the guiding policies, goals, policies, standards and implementation measures of the General Plan.

5. **FINDING:** In the case of an amendment to the zoning classification on an individual parcel or General Plan Land Use Map.
- a. the subject parcel is physically suitable (including, but not limited to access, provision of utilities and infrastructure, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development; and
 - b. the proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

The 638.93 +/- acre area proposed for Agriculture Exclusive Zone is physically suitable for the ongoing agricultural use as rangeland (grazing lands) for livestock. The provision of utilities and infrastructure is established at the site. The reclassification of the land use to Agricultural/Working Landscape will be compatible with adjoining land uses of Agricultural/Working Landscape and Residential.

The proposed zoning is logical as it reflects the ongoing rangeland livestock grazing uses at the site and brings the subject lands into further conformance through the Agriculture Exclusive zone which provisions support the agricultural activities as a permitted use. The proposed land use classification is logical as the subject parcels are within an area in which most of the surrounding parcels are currently being used or have historically been used for agricultural purposes.

6. **FINDING:** This project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15060(c)(2), (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and California Environmental Quality Act Guidelines Section 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

The proposed zone change from the Mountain Home Zone and Mountain General Zone to the Agriculture Exclusive Zone is to conform to requirements of the Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150). No improvements are proposed or approved as a part of the project.

EXHIBIT 2

RECOMMENDED CONDITIONS/STEPS OF APPROVAL

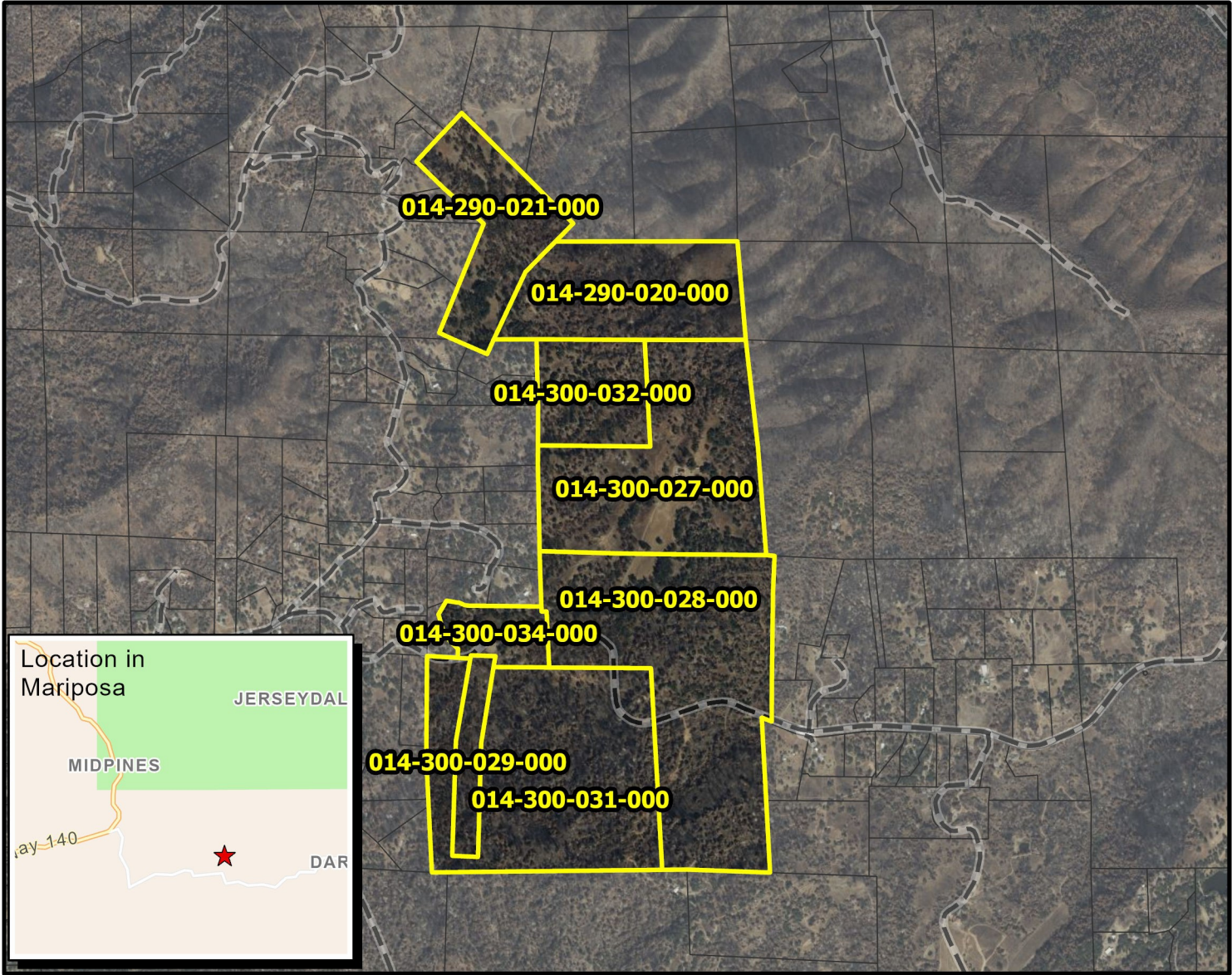
FOR

Land Conservation Act No. 2024-099

1. **Preparation of Legal Description (APPLICANT'S RESPONSIBILITY):** Prior to recordation of the Land Conservation Act Contract, a typed, stamped, and signed copy of the approved legal description for the land that is to be placed under the new contract must be provided by the applicant to Mariposa Planning.
2. **Preparation of the Land Conservation Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, the Land Conservation Act Contract will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original contract to the property owner(s) involved in the application. As two of the parcels do not meet the minimum of 160 acres for an LCA contract pursuant to the Board of Supervisors Resolution 10-150, a provision prohibiting the sale of parcels individually during the term of the contract will be included which encumber all three parcels. The provision shall read as follows; "APNs 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034 as described in Exhibit A, shall be managed together for the life of the contract. The sale of any of these parcels separately is prohibited and will be in direct violation of the contract."
3. **Signing and Notarizing the Land Conservation Act Contract (APPLICANT'S RESPONSIBILITY):** The contract must be signed by the property owner(s), and the signature(s) must be notarized.
4. **Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Process.

Mariposa County Planning Department

Project Vicinity Map



0 1,000 2,000 Feet
1:24,000

PROJECT TYPE: LAND CONSERVATION ACT 2024-099

APPLICANT: FREDERIK RODENHUIS

APN: 014-300-027-000, 014-300-034, 014-300-029, 014-300-028,
014-300-032, 014-300-031, 014-290-020, 014-290-021

SITE ADDRESS: 4282 TRIANGLE RD, MARIPOSA, CALIFORNIA 95338

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

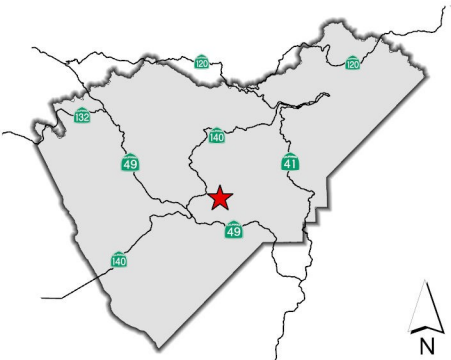
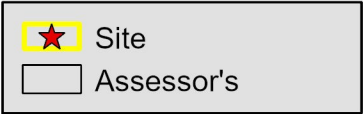
Map Date: Monday, August 19, 2024

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 09/2023

Map Credit: Ethan Smith, GIS Specialist



Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
<http://www.mariposacounty.org/planning>





**LAND CONSERVATION ACT (WILLIAMSON ACT)
CONTRACT APPLICATION**

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338

Telephone (209) 966-5151 FAX (209) 742-5024

RECEIVED www.mariposacounty.org planningdept@mariposacounty.org

FOR OFFICE USE ONLY

AUG 12 2024

Date Submitted _____ Received By CMB

Mariposa County Planning Department
Fees Paid \$ 2242.00 Receipt No. 333435 Received By CMB

Application No. 2024-0919 Application Complete _____

Final Action _____ Date _____

Applicant:

Agent: (if applicable)

Name FREDERIK RODEWHUIS

Mailing Address P.O. BOX 391

MARIPOSA CA 95338

Daytime Telephone (949) 422 44 33 () _____

E-Mail Address FRODEWHUIS@TRIANGLE-RANCHI.COM

Property Owner Name(s)*

CFP CORPORATE FINANCE PARTNERS LLC (CFP LLC)

(FREDERIK RODEWHUIS IS THE MANAGER AND SOLE OWNER OF CFP LLC)

*If different than applicant, attach letter of authorization or other document that authorizes the applicant to submit an application on the owner's behalf. Applicant must also be a lessee, purchaser in escrow, or optionee of the subject property. If there is more than one property owner, please list the name and mailing address of all other individuals holding an interest.

SEE ATTACHED

4282 Triangle Rd

Property Information:

Assessor's Parcel Number (APN): Acreage: Land Use Classification: Zoning:

SEE ATTACHED SCHEDULE

Present use of property:

CATTLE GRAZING / CATTLE RAISING (SINCE 2015)

Date the property was acquired by applicant:

8-1-2014

Deed Reference Volume _____ Page _____

- I. Applicant requests that Agricultural Preserve of less than 100 acres be established by Mariposa County Board of Supervisors due to the following unique characteristics of the agricultural enterprise:

I REQUEST THAT THE CONTRACT SHALL INCLUDE
A PROVISION THAT THE PARCELS THAT DO NOT MEET
THE 160 ACRES MINIMUM REQUIREMENT WILL BE
PROHIBITED TO BE SOLD DURING THE TERM OF
THE CONTRACT.

- II. The names and addresses of the holders of First Trust deeds upon said property included in the application: (Note Trust Deed Beneficiary must sign Consent to Execute Land Conservation Contract by land owner attached to the contract.) N/A

Assessors Parcel Number

Trust Deed Beneficiary

Mailing Address

REQUIRED SIGNATURE(S)

Affidavit

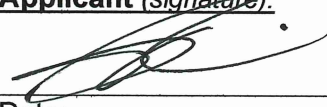
I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

Property Owner (printed name): CFP CORPORATE FINANCE PARTNERS LLC	2nd Property Owner (printed name): 	Applicant (printed name): FREDERIK RODENHUIS
Property Owner (signature):  FREDERIK RODENHUIS, MANAGER	2nd Property Owner (signature): 	Applicant (signature): 
Date: 8-14-2024	Date:	Date: 8-14-2024

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that if the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, the next page must also be signed.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.



CFP CORPORATE FINANCE PARTNERS LLC

359 San Miguel Drive, Suite 208, Newport Beach, CA 92660

Tel: 949-422-4433 e-mail: corporatefinancepartners@gmail.com

August 14, 2024

To Whom this may Concern

To Whom this may concern:

Frederik Rodenhuis is the sole owner and Manager of CFP Corporate Finance Partners LLC ("CFP LLC"), and is authorized to act on CFP LLC's behalf, as stipulated in CFP LLC's Operating Agreement.

Sincerely,

Frederik Rodenhuis
Manager, CFP LLC



ASSESSOR-RECORDER

Assessor (209) 966-2332

Recorder (209) 966-5719

AGRICULTURAL PRESERVE QUESTIONNAIRE (PLEASE COMPLETELY ANSWER ALL QUESTIONS)

1) Describe present use of property:

Assessor's Parcel No.

Acres

Uses

SEE ATTACHED SCHEDULE

2) Is this property leased or rented to others? Yes ☐ No ☒

a) Name and address of tenant:

b) Has property been rented the last 3 years? Yes ☐ No ☒

c) If so, what was the rent for each of these years? 1) _____ 2) _____ 3) _____

d) How long has property been leased to present tenant? _____

e) How long is the lease period? _____

f) Who is responsible for maintenance of fences and water systems? OWNERg) Does rent include structural improvements? Yes ☐ No ☐h) Has the ranch sold in the last 3 years? Yes ☐ No ☒

i) If yes, what was the purchase price? _____

j) Are there any hunting clubs on the land? Yes ☐ No ☒k) Are there any mineral leases? Yes ☐ No ☒l) Do you sell firewood? Yes ☐ No ☒m) Any other income from the land or buildings? Yes ☐ No ☒n) Are there barns or corrals on the property? Yes ☒ No ☐

3) What is the carrying capacity of each parcel?

a) Number or acres per pair _____ per steer 24 per heifer 18 per horse _____b) What is the in-weight on steers 86 heifers 80c) What is the expected gain on steers or heifers for each field? 1.3 - 1.8 / DAY4) Product is sold by ☐ auction ☐ slaughter house ☐ country buyer ☒ other5) If property is not leased what would you consider as a fair annual rent per acre? \$20 - \$40

The information contained herein shall be held secret by the Assessor (§ 451, Revenue and Taxation Code).

I hereby swear under penalty of perjury that the above information is true and correct.

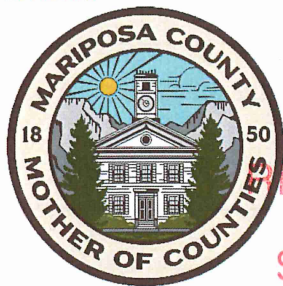
Name FRANCIS RODRIGUEZ Date 8-14-2024

Mariposa County Hall of Records

P.O. Box 35, Mariposa, CA 95338

TRIANGLE RANCH APN AND ACREAGE

<u>APN</u>	<u>Acres</u>	<u>Current Zoning</u>	<u>Proposed Zoning</u>	<u>Current use</u>
014-300-34 ⁰³⁴	16.00	MH	Agricultural	Cattle grazing
014-300-29 ⁰²⁹	19.90	MH	Agricultural	Cattle grazing
014-300-31 ⁰³¹	144.60	MH	Agricultural	Cattle grazing
014-300-28 ⁰²⁸	156.22	MH	Agricultural	Cattle grazing
014-300-27 ⁰²⁷	121.09	MG	Agricultural	Cattle grazing
014-300-32 ⁰³²	39.82	MG	Agricultural	Cattle grazing
014-290-20 ⁰²⁰	81.30	MG	Agricultural	Cattle grazing
014-290-21	60.00	MH	Agricultural	Cattle grazing
TOTAL	638.93			



GENERAL PLAN / AREA PLAN / SPECIFIC PLAN / ZONING AMENDMENT APPLICATION

Mariposa County Planning Department

5100 Bullion Street, P.O. Box 2039

Mariposa, CA 95338

Telephone (209) 966-5151 FAX (209) 742-5024

www.mariposacounty.org planningdept@mariposacounty.org

RECEIVED
SEP 10 2024

Mariposa County Planning Department

FOR OFFICE USE ONLY

Date Submitted _____ Received By KC

Fees Paid \$ 2,900- Receipt No. 33450 Received By SC

Application No. 2024-119 Application Complete _____

Final Action _____ Date _____

Applicant:

Name Frederik Rodenhuis

Mailing Address 359 San Miguel Drive Ste 208

Newport Beach, CA 92660 / PO Box 391 Mariposa, CA

Daytime Telephone (949) 422-4433

E-Mail Address frodenhuis@triangle-rancg.com

Agent: (if applicable)

() _____

Property Owner Name(s)* CFP Corporate Finance Partners LLC (a California LLC)

*If different than applicant, attach letter of authorization or other document that authorizes the applicant to submit an application on the owner's behalf. Applicant must also be a lessee, purchaser in escrow, or optionee of the subject property. If there is more than one property owner, please list the name and mailing address of all other individuals holding an interest.

Property Information:

Assessor's Parcel Number (APN) See attached schedule Parcel Size _____

Address 4282 Triangle Road, Mariposa CA 95338

Present General Plan Land Use Mountain Home/Mountain General

Present Zoning District(s) Mountain Home/Mountain General

Project Information:

Proposed General Plan Land Use agricultural/working landscape

Proposed Area Plan Land Use Agricultural/Working Landscape

Proposed Specific Plan Land Use n/a

240201

Proposed Zoning District(s) _____

Total Area of Proposed Amendment (acres / square feet):

PLEASE INDICATE IF THE AMENDMENT WOULD AFFECT ONLY A PORTION OF THE EXISTING PARCEL, AND PROVIDE AN ESTIMATE OF THE TOTAL AREA INVOLVED IN THE AMENDMENT REQUEST. IF ONLY A PORTION OF THE EXISTING PARCEL IS TO BE REZONED/RECLASSIFIED, PLEASE PROVIDE A LEGAL DESCRIPTION OF THE AFFECTED AREA)

639 acres

Describe access to the parcel or proposed amendment area:

PLEASE PROVIDE INFORMATION ON WHETHER THE ACCESS ROAD IS A COUNTY ROAD, NON-COUNTY ROAD, PRIVATE EASEMENT OR DRIVEWAY, INFORMATION ON THE WIDTH AND TYPE OF SURFACE, AND NAME OF ROAD IF ANY. IF AN EXISTING OR PROPOSED EASEMENT IS LOCATED OFF SITE, PLEASE ATTACH ADEQUATE DOCUMENTATION THAT CLEARLY DEMONSTRATES THE SUBJECT PROPERTY HAS THE NECESSARY RIGHTS TO USE THE EASEMENT, OR THAT THE NECESSARY EASEMENT CAN BE OBTAINED FROM THE ADJOINING JPROPERTY OWNER.

Triangle Road - public road

Check the predominate existing use of the parcel or proposed amendment area:

- | | | |
|--|--------------------------------------|--|
| ☐ Residential | ☐ Industrial | ☒ Agricultural |
| ☐ Commercial | ☐ Undeveloped | ☐ Mining |
| ☐ Mixed | ☐ Recreation | ☐ Timber Production |
| ☒ Other (please specify) <u>wildlife & nature preserve</u> | | |

Provide justification for the proposed amendment:

PROVIDE SPECIFIC REASONS ON WHY THE PROPOSED AMENDMENT IS REQUIRED (i.e., PARCEL BISECTED BY LAND USE CLASSIFICATION BOUNDARY LINE; EXISTING/PROPOSED USES NOT ALLOWED IN PRESENT ZONE.)

The request is required due to a potential Williamson Act contract

and the Board of Supervisors Resolution 10-150 requires the zoning to be restricted to agricultural use

Preliminary Environmental Information:

Provide information on the land uses and development on properties adjacent to the project site (proposed amendment area). Indicate the parcel size and information on the development (i.e., vacant, commercial, residential, grazing land, etc.).

	<u>Parcel Size</u>	<u>Use of Property</u>
North	60	Residential/grazing
Northeast	40	Mountain Residential
East	160	Residential
Southeast	16	Residential
South	280	Vacant / residential
Southwest	80	Residential
West	misc	Residential
Northwest	misc	Residential/grazing

Are the following items listed below applicable to the project with respect to having a possible effect on the environment?

A BRIEF DISCUSSION OF THOSE ITEMS CHECK YES OR MAYBE MUST BE ATTACHED TO THE APPLICATION.

- | <u>Yes</u> | <u>Maybe</u> | <u>No</u> | |
|-------------------------------------|--------------------------|-------------------------------------|---|
| ☐ | ☐ | ☒ | 1. Will the construction of roads, driveways, and building pads associated with the project result in grading on slopes of greater than 20% result in a change in the existing topography of any hills on the site, or result in the alteration of any lakes, ponds, rivers, or drainage courses? |
| ☐ | ☐ | ☒ | 2. Will the project result in any change in the pattern, scale, or character of development in the general area of the project? |
| ☐ | ☐ | ☒ | 3. Will the project result in a change in the quantity or quality of ground and surface water supplies? |
| ☐ | ☐ | ☒ | 4. Will the project result in an increase in noise or light levels in noise or light levels in the vicinity of the project site? |
| ☐ | ☐ | ☒ | 5. Will the project result in the use of hazardous materials such as toxic substances, chemicals, flammables, or explosives? |
| ☒ | ☐ | ☐ | 6. Are there any historical or archaeological structures or sites located on the project site or in the surrounding area? |
| ☐ | ☐ | ☒ | 7. Will the project result in an increase of traffic or existing easement roads? |

Mandatory Findings:

The following mandatory findings must be made by the Planning Commission prior to recommending approval of the area plan / specific plan / zoning amendment, and must be made by the Board of Supervisors prior to approval of the amendment. Please provide supportive information related to each of the mandatory findings as listed below:

1. That such an amendment is in the general public's interest and would not have a significant or adverse effect on the general public's health, safety, peace, and welfare.
The land has been used for grazing for over 150 years - there will be no change.

2. That such an amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long term guide for County development and a short term basis for day-to-day decision making.

It is, as the County emphasizes its agricultural heritage

3. That such an amendment conforms with the requirements of state law and County policy.

It does

4. That such an amendment is consistent with other guiding policies, goals, policies, and standards of the Mariposa County General Plan.

It is

If the application is to amend the zoning map of the General Plan Land Use Map, the following findings must be made:

5. In the case of an amendment to the zoning classification on an individual parcel or General Plan Land Use Map:

- a. the subject parcel is physically suitable (including, but not limited to access, provision of utilities and infrastructure, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development; and

- b. the proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public. (Ord. 912 Sec.II, 1997; Ord. 704 Sec.1, 1988).

If a specific plan amendment is proposed, there may be additional findings that must be met in addition to the General Plan findings discussed above. Please contact the Mariposa County Planning Department at (209) 966-5151 with any questions relating to a specific plan amendment application.

If the application proposes changing the existing land use classification or zoning district of a parcel to a commercial land use classification, the following additional findings shall also be made:

1. That the proposed land uses would not be detrimental to adjoining land use classifications and existing uses.
2. That the proposed uses will not create a nuisance or be significantly detrimental to the health, safety and welfare of present and future residents of the area.
3. That the proposed uses will not have more than a minimal detrimental effect on property values in the area.
4. That the proposed uses are logical and desirable at the proposed site.
5. That the proposed uses provide expanded employment opportunities or basic services to the immediate residential population or touring public.

Separate findings must be made in order to amend the General Plan Land Use Classification of a parcel(s). The findings are distinct for each land use classification. (Please review applicable findings with the Mariposa Planning staff prior to application submittal).

Separate findings may be required to be made to amend a land use classification or zone for a parcel in a specific plan or area plan area.

**REQUIRED MATERIALS AND ITEMS FOR A
COMPLETE GENERAL PLAN / AREA PLAN / SPECIFIC PLAN / ZONING AMENDMENT
APPLICATION**

1. ☒ Attached general plan / area plan / specific plan / zoning amendment application form filled out completely and signed by the applicant. If the applicant is not the property owner, the applicant must provide a letter of authorization or other document that authorizes the applicant to submit the application on the owner's behalf. If there is more than one property owner, the applicant shall list the names and addresses of all other individuals who have an interest in the property.
2. ☒ Payment of application fees as determined by Mariposa Planning. Deposit fees are for applications that are to be charged time and materials and are estimated using the staff hour charge of \$127.00 per hour. All additional staff time and expenses needed to complete the application processing that exceed the deposit amount will be charged at the disclosed rate at the time that services are rendered. On average, invoices will be calculated on a quarterly basis and forwarded to the applicant for payment. If the deposit falls below a balance of 20% of the initial deposit, the applicant will be asked to make a subsequent deposit in an amount estimated to be necessary to complete the processing. Applicants will be expected to pay the subsequent deposit within 30 days of the invoice date or prior to the public hearing, whichever comes first. In the event that the billing is not paid timely, processing will be suspended until payment is made. Any remaining balance will be used to reconcile the final bill. If there is a balance remaining after reconciling the final bill, a refund check will be mailed to the applicant. If the application requires a public hearing, the public hearing will not be scheduled until payment in full is received. It should be noted that the fees do not include consultant fees, specialized studies, CEQA charges, publication fees and any additional fees that maybe charged by other agencies or county offices.

GPZA Deposit (check which apply):		
☐	Area Plan Amendment (Map)	\$3,629.00
☐	Area Plan Amendments (Text)	\$4,106.00
☐	General Plan Amendment (Map)	\$4,106.00
☐	General Plan Amendment (Text)	\$5,143.00
☐	Specific Plan, Private Development Proposal	\$5,143.00
☐	Zoning Amendment (Map)	\$2,524.00
☐	Zoning Amendment (Text)	\$3,629.00
Document Conversion		\$68.00
Public Notice, Posted		\$64.00
Public Notice, Affected Property Owners		\$64.00
Agency Review Fees:		
☐	Public Work	\$350.00
☐	County Fire	\$100.00
☐	Health Department *(Health fees are based on 1 hour. Any additional time will be billed directly from Health to the applicant)	\$194.00
Total:		

3. ☒ A statement of intent on why the general plan / area plan / specific plan / zoning amendment is being requested.
4. ☐ Ten (10) copies of an accurate site plan that indicates the affected parcel drawn to scale and containing the information listed on the Site Plan Requirements Checklist. To ensure that all required information is shown on the site plan, check off each item on the Required Materials and Items form as you draw it on the site plan. The site plan must be drawn in black ink or dark pencil on a single sheet with a minimum size of 11" x 17" and a maximum size of 18" x 26." The Planning Department strongly encourages applicants to use the attached site plan form. In addition, the site plan must be drawn to scale as follows:

Total Amendment Area

Less than 1 acre

1 to 2.5 acres

1.6 to 5 acres

5.1 to 20 acres

Over 20 acres

Scale

1 inch = 20 feet

1 inch = 30 feet

1 inch = 50 feet

1 inch = 100 feet

Please discuss with Planning staff.

REQUIRED SIGNATURE(S)

Affidavit

I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

<u>Property Owner (printed name):</u> CFP Corporate Finance Partners LLC	<u>2nd Property Owner (printed name):</u> 	<u>Applicant (printed name):</u>
<u>Property Owner (signature):</u> Frederik G M Rodenhuis Digitally signed by Frederik G M Rodenhuis Date: 2024.09.06 10:46:22 -07'00'	<u>2nd Property Owner (signature):</u> 	<u>Applicant (signature):</u>
Date: september 6, 2024	Date: 	Date:

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that if the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, the next page must also be signed.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.

TRIANGLE RANCH APN AND ACREAGE

<u>APN</u>	<u>Acres</u>	<u>Current Zoning</u>	<u>Proposed Zoning</u>	<u>Current use</u>
014-300-34	16.00	MH	Agricultural	Cattle grazing
014-300-29	19.90	MH	Agricultural	Cattle grazing
014-300-31	144.60	MH	Agricultural	Cattle grazing
014-300-28	156.22	MH	Agricultural	Cattle grazing
014-300-27	121.09	MG	Agricultural	Cattle grazing
014-300-32	39.82	MG	Agricultural	Cattle grazing
014-290-20	81.30	MG	Agricultural	Cattle grazing
014-290-21	60.00	MH	Agricultural	Cattle grazing
TOTAL	638.93			



CFP CORPORATE FINANCE PARTNERS LLC

359 San Miguel Drive, Suite 208, Newport Beach, CA 92660
Tel: 949-422-4433 e-mail: corporatefinancepartners@gmail.com

September 6, 2024

Re: Rezoning application Statement of Intent

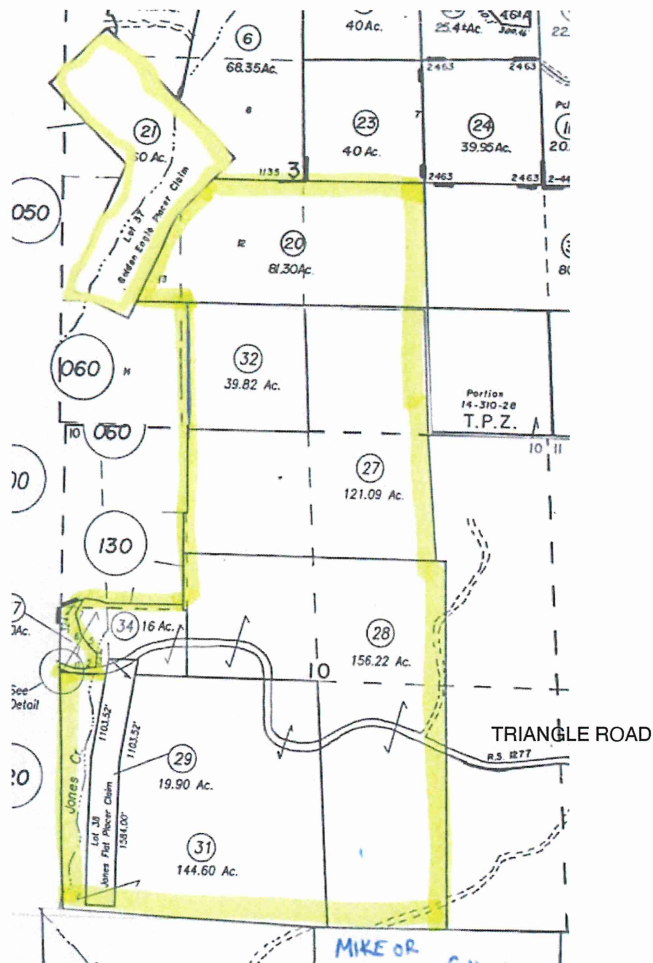
To Whom this may concern:

Rezoning our property is required due to a potential Williamson Act contract and the Board of Supervisors Resolution 10-150 requires the zoning to be restricted to agricultural uses.

Also, since the property has mainly been used for agricultural purposes throughout its 170+ year history, we wish to forever preserve its agricultural character.

Sincerely,

Frederik Rodenhuis
Manager, CFP LLC



MARIPOSA PLANNING DEPARTMENT
ZONING AMENDMENT SITE PLAN

Applicant: Frederik Rodenhuis, Manager, for
CFP Corporate Finance Partners LLC d.b.a. Triangle Ranch

Project site address; 4282 Triangle Road, Maariposa 95338

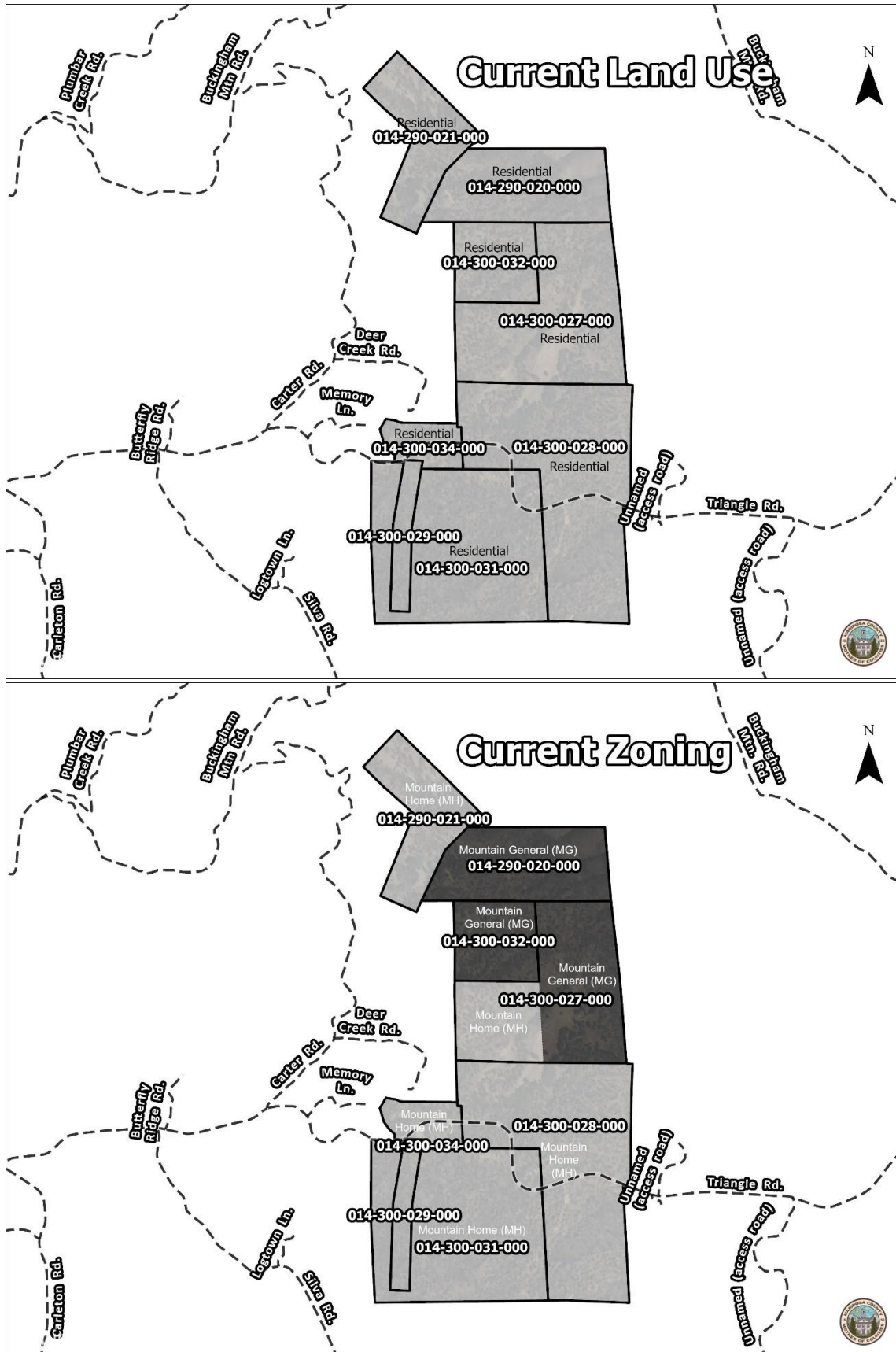
Project site APN: see attached schedule

Date: 9-6-2024

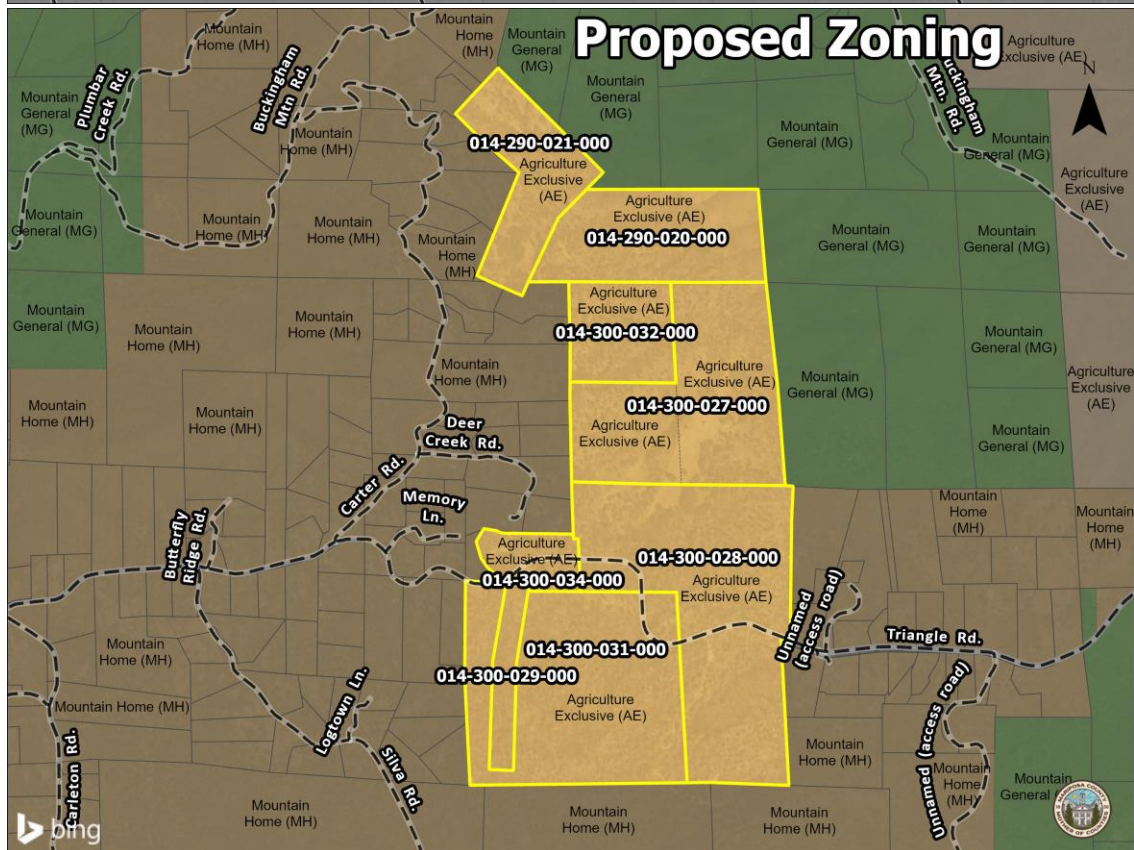
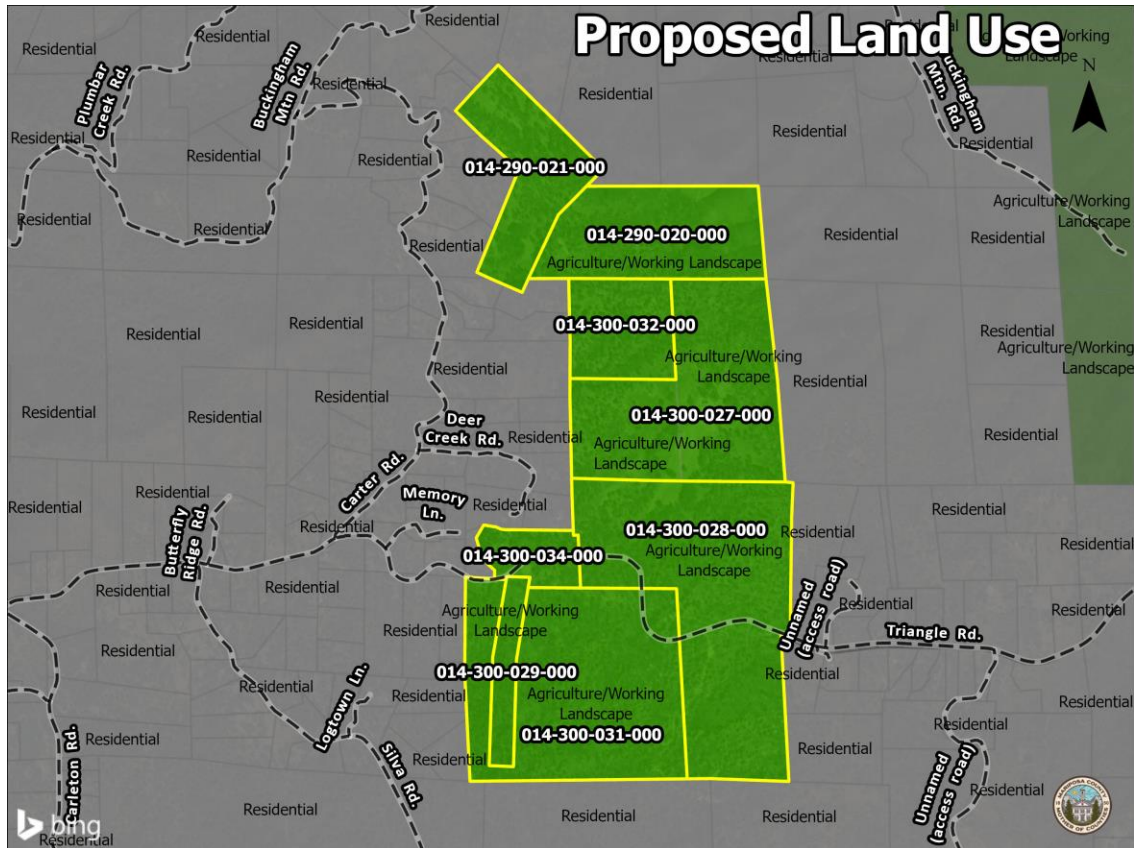
Signed: _____

Zoning Amendment for CFP Corporate Finance Partners LLC DBA Triangle Ranch
Amended area: 8 parcels totalling 639 acres
From: Mountain Home / Mountain General To: Agricultural/Working Landscape
Property lines: parcel maps





Attachment F. Proposed zoning and land use map



MARIPOSA COUNTY

NOTICE OF EXEMPTION

TO: County Clerk
County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Steve Engfer
Planning Director
5100 Bullion Street
Mariposa, CA 95338

Project Title: Land Conservation Act Application No. 2024-099 & General Plan and Zoning Amendment Application No. 2024-119

Project Location: Project site is at 4282 & 4284 Triangle Road. APNs 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032, and 014-300-034.

Description of Project: General Plan and Zoning Amendment Application No. 2024-119 proposes to amend zoning of APNs 014-290-020, 014-300-032 from Mountain General Zone to Agriculture Exclusive Zone, APNs 014-290-021, 014-300-028, 014-300-029, 014-300-031 and 014-300-034 from Mountain Home Zone to Agricultural Exclusive Zone and APN 014-300-027 from Mountain Home & Mountain General to Agricultural Exclusive Zone. Additionally, all parcels are being reclassified from Residential land use to Agricultural/Working landscape. Land Conservation Act Application No. 2024-099 is proposed for one (1) new LCA Contract applicable to all eight (8) parcels.

Name of Public Agency Approving Project: Mariposa County Planning Department

Name of Person Carrying Out Project: Frederik Rodenhuis, Applicant.

Exempt Status: Class 17 §15317 Open Space Contract or Easements. CEQA §15060(c)(2) and 15061(b)(3). 15060(c)(2), (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15061(b)(3) (there is no possibility the activity in questions may have a significant effect on the environment), CEQA Guidelines.

Reason Why Project Is Exempt: Project is a Land Conservation Act Contract and General Plan and Zoning Amendment where no physical change is proposed, authorized or will occur by this action.

Lead Agency Contact Person: Kaitlyn Casner, Planner III (CEQA Determination)

Phone Number: (209) 966-5151

Steve Engfer, Planning Director

Date

LAND CONSERVATION ACT APPLICATION NO. 2024 099 & ZONING AMENDMENT APPLICATION NO. 2024 119

**BOARD OF SUPERVISORS MEETING
DECEMBER 10, 2024**

**ASSESSOR PARCEL NUMBERS 014-290-020, 014-290-021, 014-300-027, 014-300-028,
014-300-029, 014-300-031, 014-300-032, 014-300-034**

CFP CORPORATE FINANCE PARTNERS LLC; OWNER

FREDERIK RODENHUIS; APPLICANT

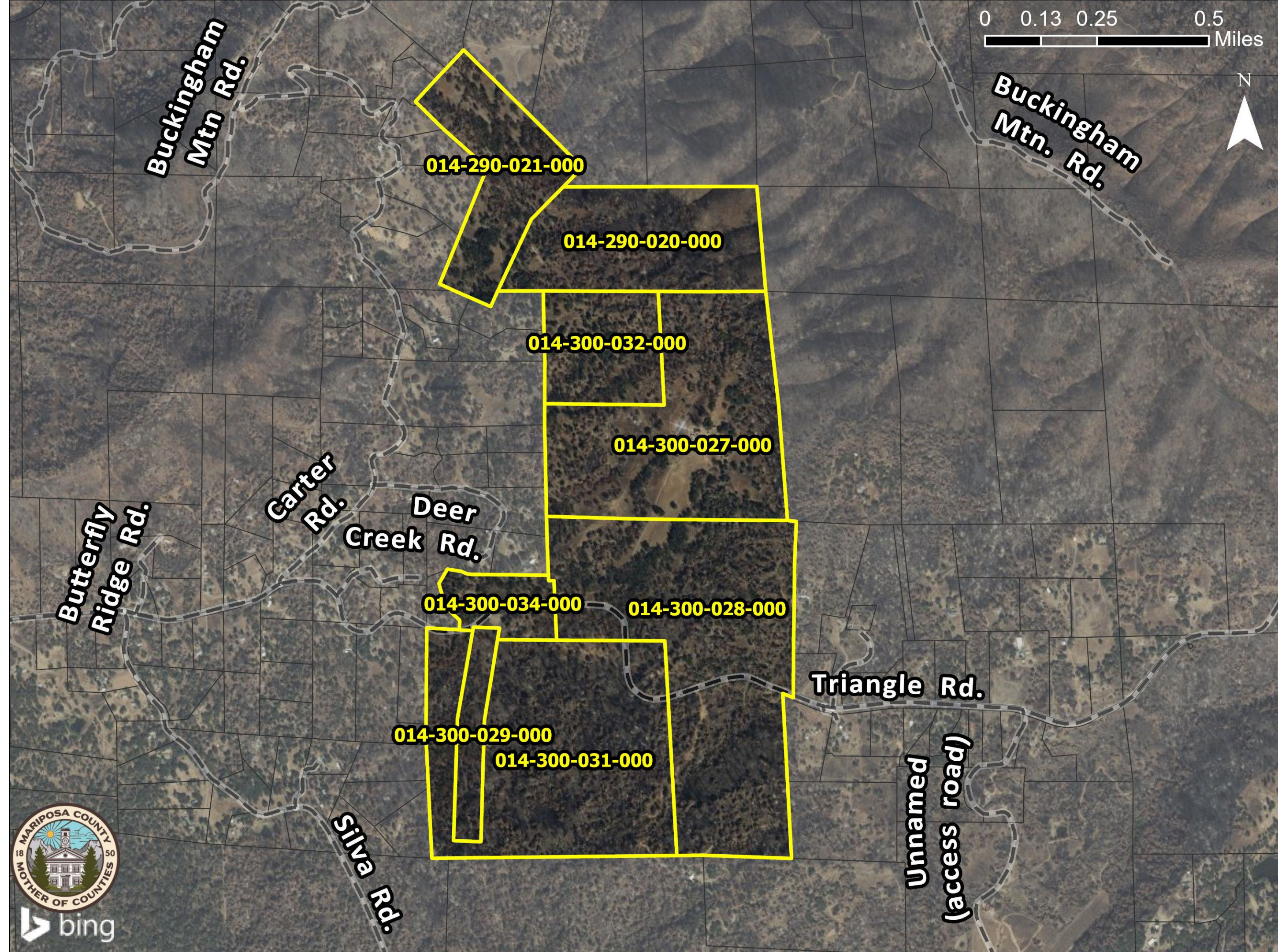


PROJECT DESCRIPTION

- APNS 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032, 014-300-034.
- 638.93 +/- ACRES
- PROPERTY HAS A RESIDENCE AND SHOP BUILDING ON 014-300-027, 4282 TRIANGLE ROAD.



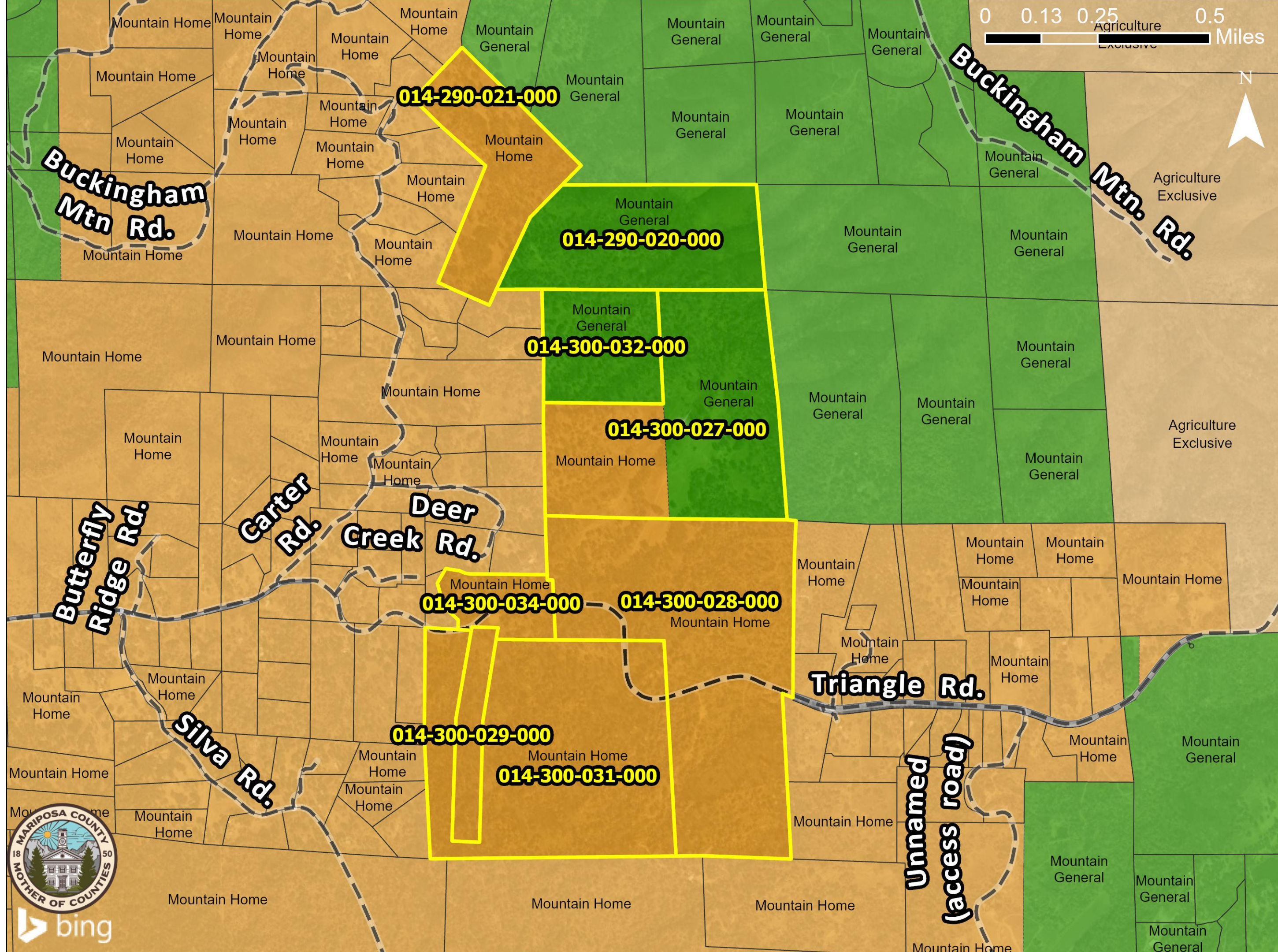
- NEW LCA CONTRACT FOR ALL EIGHT PARCELS.
- PROPERTY HAS BEEN RANGELAND FOR CATTLE GRAZING FOR OVER THREE YEARS AND OWNERS PLANS TO CONTINUE THIS USE



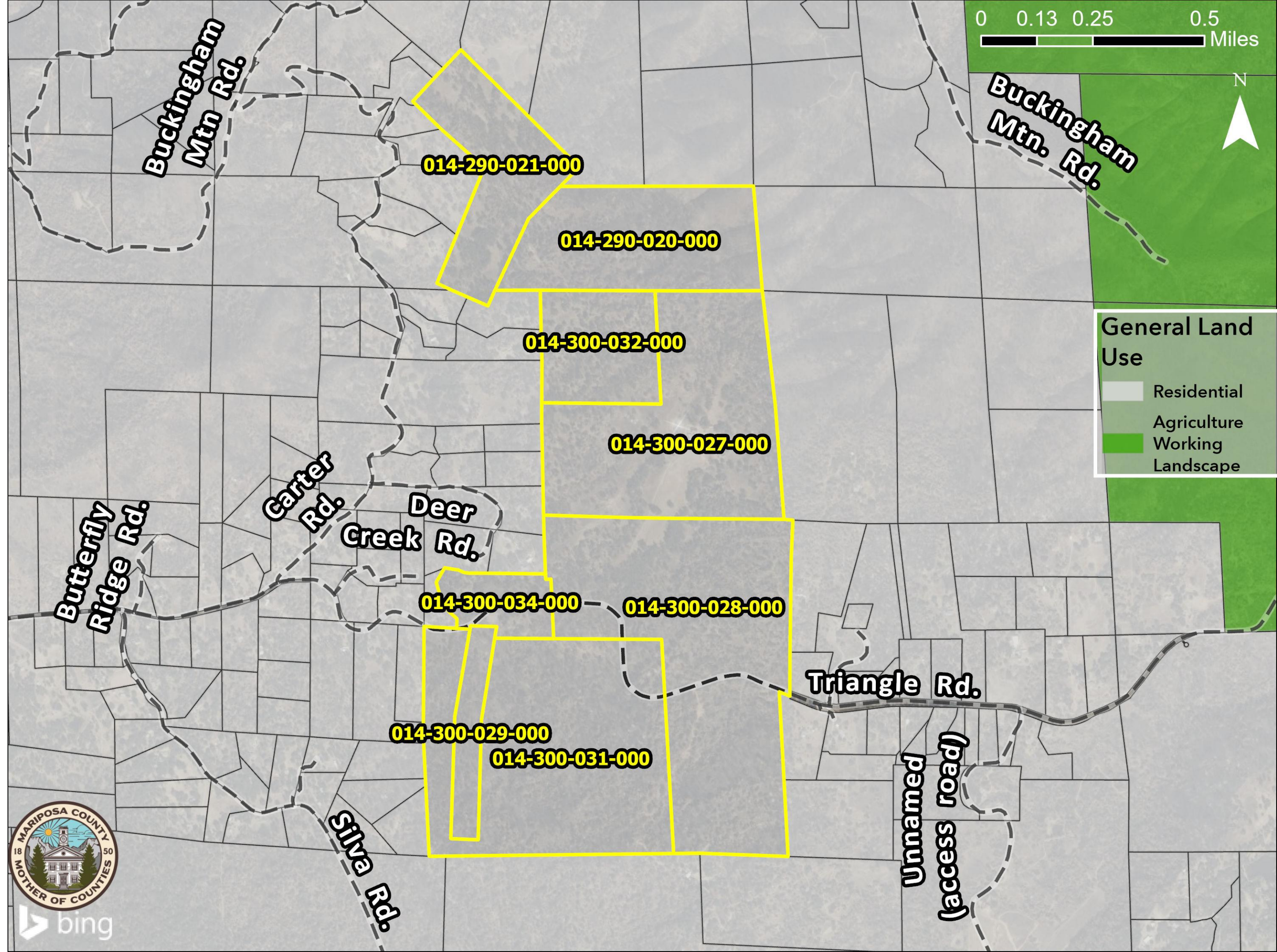
**ZONING AMENDMENT
FOR ALL EIGHT PARCELS
TO AGRICULTURAL
EXCLUSIVE—**

- 014-290-020 –
MOUNTAIN GENERAL
- 014-290-021 –
MOUNTAIN HOME
- 014-300-027- SPLIT,
MOUNTAIN HOME &
MOUNTAIN GENERAL
- 014-300-028 –
MOUNTAIN HOME
- 014-300-029 –
MOUNTAIN HOME
- 014-300-031 –
MOUNTAIN HOME
- 014-300-032 –
MOUNTAIN GENERAL
- 014-300-034 –
MOUNTAIN HOME

**ZONING AMENDMENT IS
REQUIRED PURSUANT TO
BOS RESOLUTION 10-150**

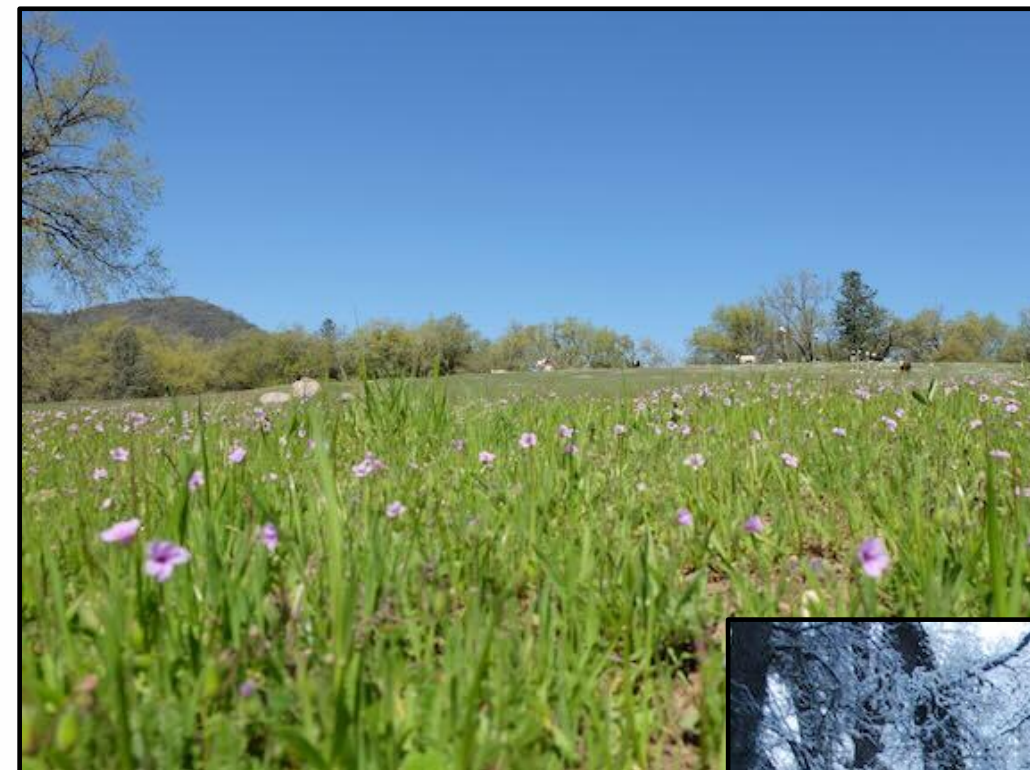


- GENERAL PLAN LAND USE RE-CLASSIFICATION IS ALSO REQUIRED
- ALL PARCELS HAVE A LAND USE CLASSIFICATION OF "RESIDENTIAL"
- WILL AMEND TO "AGRICULTURAL/WORKING LANDSCAPE"





Minimum Size – 638.93 +/- acres exceeds required 160 acres for dryland grazing



Agricultural Use – parcels have been used for grazing for the last three years and will continue



Biennial Report – not required until properties under contract



CALIFORNIA LAND CONSERVATION ACT



Preserve agricultural and open space lands
by discouraging premature and
unnecessary conversion to urban uses



20-year rolling term
contract with
Mariposa County



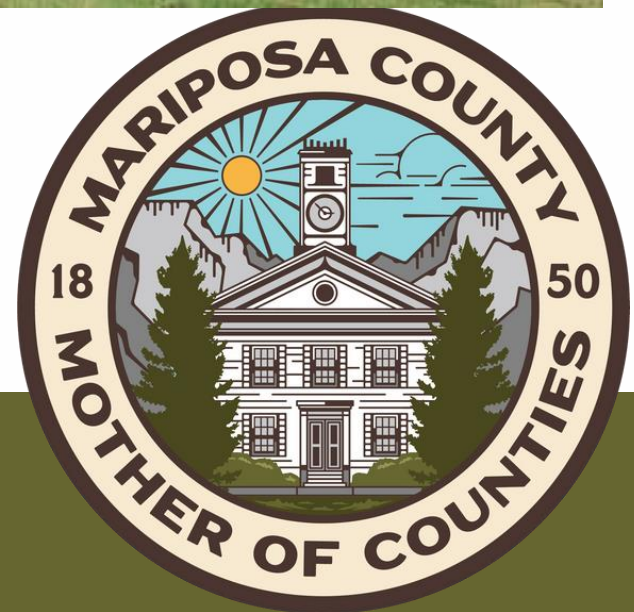
Restricted parcels are assessed for
property tax purposes at a significantly
reduced rate vs. potential market value



ENVIRONMENTAL REVIEW



Staff recommends the filing of a Notice of Exemption for this project based upon Section 15317 of the California Environmental Quality Act (CEQA) Guidelines (LCA contract) & Section 15060 & 15061 of the California Environmental Quality Act (CEQA) Guidelines (Zoning Amendment).



COMMENTS

- No concerns from various agencies and department.
- No public comment received as of November 26, 2024.



APPLICATION PROCESS



Agricultural Advisory Committee
consideration and
recommendation of approval to
the Planning Commission



Planning Commission
consideration and
recommendation of approval to
the Board of Supervisors



Board of Supervisors
consideration and approval



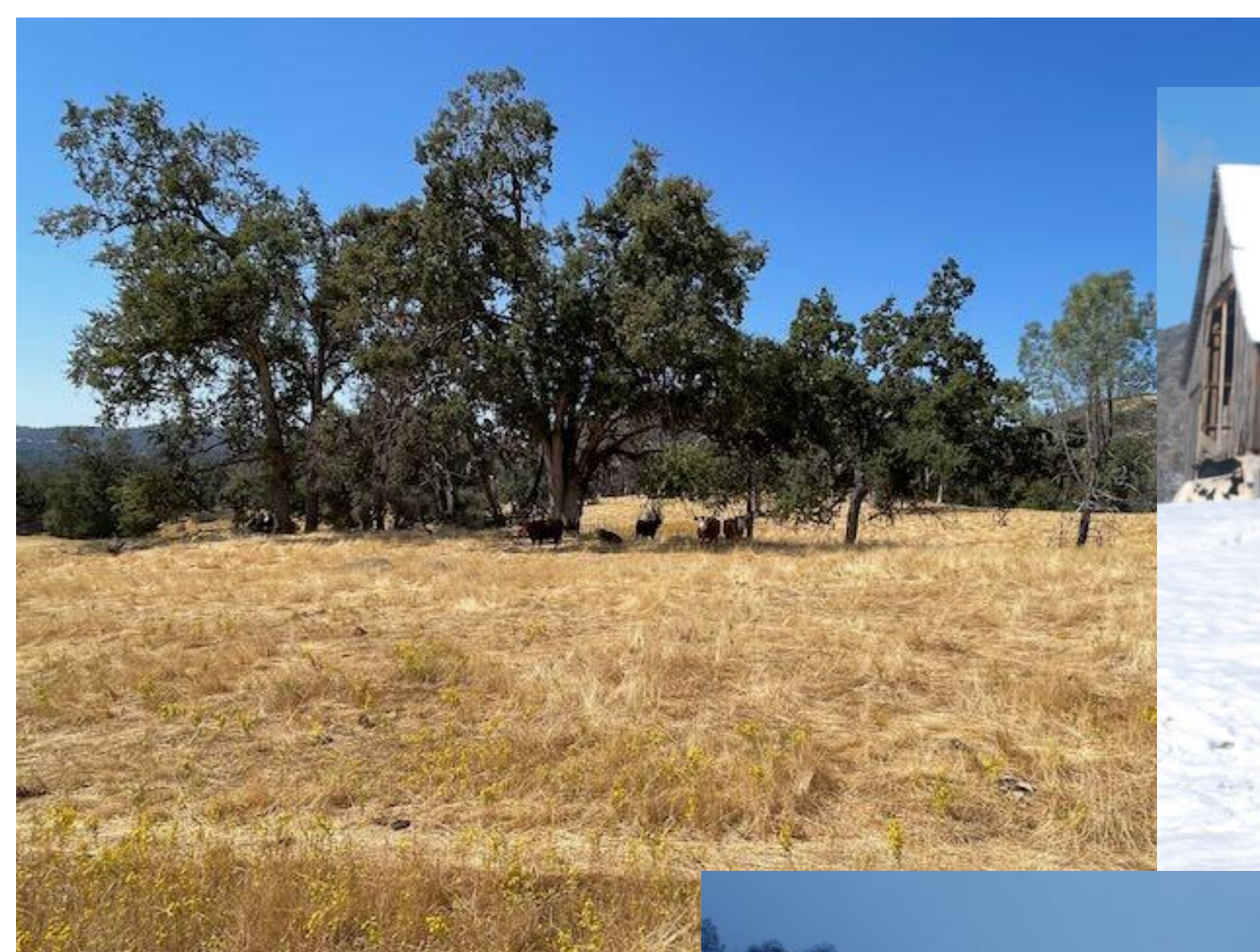
RECOMMENDATION

Staff, the Agricultural Advisory Committee and the Planning Commission recommend the Board of Supervisors adopt a resolution

- approving General Plan and Zoning Amendment Application No. 2024-119 and Land Conservation Act Application No. 2024-099,
- APNS 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034; CFP Corporate Finance Partners LLC, owner; Fredrik Rodenhuis, applicant;
- with findings, including a finding that the projects are exempt from environmental review.



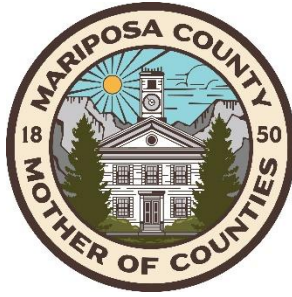
QUESTIONS?



Mariposa County
Planning Department

STEVE ENGFER
Planning Director

KAITLYN CASNER
Planner III



5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

kcasner@mariposacounty.org

MEMORANDUM

Date: December 10, 2024
To: Board of Supervisors
From: Kaitlyn Casner
Topic: Public Comment for Agenda Item M.5

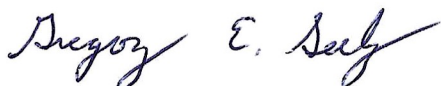
The Planning Department received public comment regarding Agenda Item No. M.5 from Gregory Seely. See attached comment.

Mariposa County Planning Department
5100 Bullion Street
PO Box 2039
Mariposa, CA 95338

Dear Kaitlyn Casner,

Subject: Land Conservation (Williamson) Act Contract Application No. 2024-099 and
General Plan and Zoning Amendment Application No. 2024-119. Your November 20, 2024,
letter same subject

1. The Project Description Summary identifies eight APN's which are proposed to fall under a new LCA Contract. One of these APNs (APN 014-300-028) is adjacent to the Seely Property (APN 014-310-008). We are concerned that if approved, this action could impede access to the Seely Property from Triangle Road which is currently by prescriptive easement. Additionally, Ralph and Katherine Brown own APN 014-310-028 north of the Seely Property and gain access to their property through APN 014-300-028.
2. There is an active lawsuit filed on February 9, 2024 in Mariposa Superior Court by CFP Corporate Finance Partners, LLC, dba Triangle Ranch, over a boundary dispute with the Seely Property. The Managing Member of CFP Corporate Finance Partners, LLC who verified this lawsuit is the Applicant for this LCA Contract. The Seely family filed a countersuit against Triangle Ranch on October 31, 2024. Including APN 014-300-028 in this LCA contract would be best after these lawsuits are resolved.
3. On November 15, 2024, the Planning Commission met to review this action and approved the action going forward as written. The Seely family still supports the recommendation of paragraph 2 above which states: "Including APN 014-300-028 in this LCA contract would be best after these lawsuits are resolved." Recommend the Board of Supervisors approve this action only after APN 014-300-028 is removed.
4. My sister, Dianne L. Ludwig, who is the Trustee of the Seely Family Trust, concurs with these comments.



Gregory E. Seely, USAF, Brig Gen (ret.)
State of Colorado PE, No. 25791 (ret.)

2 Dec 2024



MARIPOSA COUNTY

Board of Supervisors



Ordinance

MEETING: December 10, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Waive the First Reading and Introduce an Ordinance Titled an "Ordinance Amending the Zoning Map of Mariposa County" for Assessor Parcel Numbers (APNs) 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034 from the Mountain Home Zone (MHZ) And/Or Mountain General Zone (MGZ) to the Agricultural Exclusive Zone (AEZ) Pursuant to General Plan/Zoning Amendment Application No. 2024-119, CFP Corporate Finance Partners LLC, Owner; Fredrik Rodenhuis (Applicant)

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance Titled an "Ordinance Amending the Zoning Map of Mariposa County" for Assessor Parcel Numbers (APNs) 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034 from the Mountain Home Zone (MHZ) And/Or Mountain General Zone (MGZ) to the Agricultural Exclusive Zone (AEZ) Pursuant to General Plan/Zoning Amendment Application No. 2024-119, CFP Corporate Finance Partners LLC, Owner; Fredrik Rodenhuis (Applicant).

The recommended action is based on the Planning Commission's recommendation.

The project will:

1. Change the zoning designation of approximately 202.12 +/- acres from the Mountain General Zone (MGZ) to the Agriculture Exclusive Zone (AEZ). Change the zoning designation of approximately 440.72 +/- acres from the Mountain Home Zone (MHZ) to the Agriculture Exclusive Zone (AEZ).
2. Result in zoning conformance with Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. "Zoning Restrictions", that requires lands under contract to be in Agriculture Exclusive Zone (AEZ).
3. Result in the appropriate zone for the existing agricultural uses on the parcel.

Please see the staff report attached to Agenda Item Number 1859 for additional information.

The Staff Report attached to Agenda item 1859 is prepared for two items, this ordinance item and for Agenda item 1859 for adoption of the related project resolutions.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors Resolution 2010-150, Mariposa County Rules of Procedure to Implement the California Land Conservation Act of 1965, provide LCA policy and application procedures.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the ordinance will not take effect.

FINANCIAL IMPACT

None

ATTACHMENTS

- 1. Ordinance**

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

**MARIPOSA COUNTY ORDINANCE NO. _____
(Not to be codified)**

AN ORDINANCE AMENDING THE ZONING MAP OF MARIPOSA COUNTY

WHEREAS, Zoning Amendment Application No. 2024-119 was received on the 10th day of September, 2024 from CFP Corporate Finance Partners LLC, rezoning APNs 014-290-020 and 014-300-032, from the Mountain General Zone (MGZ) to the Agriculture Exclusive Zone (AEZ), APNs 014-290-021, 014-300-028, 014-300-029, 014-300-031 and 014-300-034 from the Mountain Home Zone (MHZ) to the Agricultural Exclusive Zone (AEZ), APN 014-300-027 from the Mountain General Zone (MGZ) and Mountain Home Zone (MHZ) to the Agricultural Exclusive Zone (AEZ) ; and

WHEREAS, the Planning Commission held a duly noticed public hearing on Zoning Amendment No. 2024-119 on the 15th day of November, 2024 in accordance with State law and County Code; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on Zoning Amendment No. 2024-119 on the 10th day of December, 2024 in accordance with State law and County Code; and

WHEREAS, it has been found that the project is exempt from the California Environmental Quality Act (CEQA) and a Notice of Exemption has been filed for the project.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa ordains as follows:

Section I: Amend the zoning designation of APN 014-290-021, 014-300-028, 014-300-029, 014-300-031 and 014-300-034 from the Mountain Home zone to the Agriculture Exclusive zone. Amend the zoning designation of APN 014-290-020 and 014-300-032 from the Mountain General zone to the Agriculture Exclusive zone. Amend the zoning designation of APN 014-300-027 from the Mountain Home zone and Mountain General zone to the Agriculture Exclusive zone.

Section II: If any provision of this ordinance is held to be unconstitutional, preempted by federal law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.

Section III: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this 10th day of December, 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

EXCUSED:

NOT VOTING:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

Danielle Bondshu,
Clerk of the Board of Supervisors

Approved as to Form:

Steven W. Dahlem
County Counsel

Exhibit 1

Zoning Amendment No. 2024-119

(Amends zoning for APNs 014-290-020, 014-290-021, 014-300-027, 014-300-028, 014-300-029, 014-300-031, 014-300-032 and 014-300-034 as shown below)

